

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, November 18, 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>

AGENDA

CALL TO ORDER

5:00 P.M. RECESS TO CLOSED SESSION

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

- A. With respect to every item of business to be discussed in Closed Session pursuant to Education Code Sections 35146 and 48918:

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

- B. With respect to every item of business to be discussed in Closed Session pursuant to Subdivision (a) (b) (1) and (c) of Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION:

Case No. 30-2010-00336248

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION:

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (one potential case)

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC EMPLOYEE APPOINTMENT – Coordinator(s) of After School Programs

PUBLIC EMPLOYEE EXTENSION OF EMPLOYMENT AGREEMENT(S) – Deputy Superintendent, Operations, CBO; Deputy Superintendent, Educational Services; Associate Superintendent, Human Resources; Assistant Superintendent, Support Services; Assistant Superintendent, Facilities and Governmental Relations; Assistant Superintendent, Secondary Education; Assistant Superintendent, Elementary Education

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

CONFERENCE WITH LABOR NEGOTIATOR:

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

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

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

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

HIGH SCHOOL STUDENT AMBASSADORS

- Century – Sofia Tam; Godinez Fundamental – Paloma Dueñas; Griset Academy – Sindy Lopez; Santa Ana – Hanna Galvan
- ✓ Individual High School Ambassadors are allowed three minutes to address the Board on school reports.

RECOGNITIONS / ACKNOWLEDGMENTS

- Wilson Elementary School Community Donation to Caring Educators Nourishing All (CENA) Event
- Simon Family Foundation and Simon Scholars Class of 2016
- Certificated Employee of the Month for November 2014, Dylan Harlan
- Classified Employee of the Month for November 2014, Olivia Arredondo

SUPERINTENDENT'S REPORT

RECESS TO RECEPTION FOR DR. YAMAGATA-NOJI IN RECOGNITION OF HER 25 YEARS OF SERVICE

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 - October 28, 2014
- 1.2 2013-14 Annual Report for Williams Settlement Legislation
- 1.3 Authorization to Obtain Requests for Proposals for Wireless (WLAN) System Optimization Services
- 1.4 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 Approval of Revised Head Start Policy Committee Bylaws
- 1.6 Approval of Proposed Changes to Head Start Fiscal Policies and Procedures
- 1.7 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.8 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.9 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.10 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of October 15, 2014 through October 28, 2014
- 1.11 Ratification of Expenditure Summary and Warrant Listing for Period of October 15, 2014 through October 28, 2014
- 1.12 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of October 15, 2014 through October 28, 2014
- 1.13 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI1400051 RV
- 1.14 Approval of Disposal of Used Vehicles

- 1.15 Authorization to Obtain Bids for Purchase of Handheld Radios and Accessories Districtwide
- 1.16 Authorization to Utilize California Multiple Award Schedule Agreement with Bretford Manufacturing, Inc., for Purchase of Notebook and Tablet Charging Carts
- 1.17 Approval of Deductive Change Order No. 1 for Repair of Gymnasium at Valley High School
- 1.18 Acceptance of Completion of Contract for Repair of Gymnasium at Valley High School
- 1.19 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

ANNOUNCEMENT

- ✓ The Board will recognize particular personnel and gifts.

PUBLIC HEARING

- Sunshine Initial Bargaining Proposals from Santa Ana Educators' Association and California School Employees Association, Chapter 41

PRESENTATIONS

- High School, Inc. Update
- Equal Opportunity Audit and Blueprint for Action
- Affordable Care Act Update
- Public Disclosure of Tentative Agreement with Santa Ana School Police Officers Association for 2014-16 School Years
- Governmental Accounting Standards Board 45 (GASB 45) Valuation Report of Other Post Employment Benefits

REGULAR AGENDA - ACTION ITEMS

- 2.0 Acceptance of Governmental Accounting Standards Board 45 (GASB 45) Valuation Report of Other Post Employment Benefits
- 3.0 Approve or Deny Charter Petition for Proposed Vista Heritage Charter Middle School and if Denied Adopt Resolution No. 14/15-3035 Effectuating that Action
- 4.0 Approval of Payment of Advanced Placement Test Fees to College Board
- 5.0 Authorization to Utilize Wiseburn School District Bid Package #2 Contract Awarded to KYA Services, LLC for Purchase of Synthetic Turf and Sports Flooring for SAUSD Sports Complex
- 6.0 Authorization to Obtain Bids for New Construction of Alternative Education Facilities Under Overcrowding Relief Grant Program Utilizing an Alternative Delivery Method and Contingent on State School Facility Appropriation
- 7.0 Authorization to Award a Contract for Low Voltage and Classroom Technology at Various Sites
- 8.0 Acknowledgement of Receipt of Initial Bargaining Proposals to Re-open Collective Bargaining Agreements with Santa Ana Educators' Association and California School Employees Association, Chapter 41
- 9.0 Authorization to File Mandated Cost Reimbursement Test Claim for State Testing Requirements
- 10.0 Authorization to Award Contract for After-School Enrichment Program Provider Services
- 11.0 Approval to Extend Public Employee Agreements of Deputy Superintendent, Operations, CBO; Deputy Superintendent, Educational Services; Associate Superintendent, Human Resources; Assistant Superintendent, Support Services; Assistant Superintendent, Facilities and Governmental Relations; Assistant Superintendent, Secondary Education; and Assistant Superintendent, Elementary Education
 - 11.1 Approval to Extend Deputy Superintendent, Operations, CBO Employment Agreement
 - 11.2 Approval to Extend Deputy Superintendent, Educational Services Employment Agreement
 - 11.3 Approval to Extend Associate Superintendent, Human Resources Employment Agreement

- 11.4 Approval to Extend Assistant Superintendent, Support Services Employment Agreement
- 11.5 Approval to Extend Assistant Superintendent, Facilities and Governmental Relations Employment Agreement
- 11.6 Approval to Extend Assistant Superintendent, Secondary Education Employment Agreement
- 11.7 Approval to Extend Assistant Superintendent, Elementary Education Employment Agreement

REVISION OF EXISTING BOARD POLICIES AND ADMINISTRATIVE REGULATIONS

The Board shall be kept informed of all administrative regulations and they shall be included in the district's policy manual. The Board may direct the revision of any regulation which it finds inconsistent with Board policy. (*Board Bylaw 9313*)

- Board Policy (BP) 5030 – Student Wellness(Revised: First Reading)

BOARD REPORTS

- Board Reports / Activities

ADJOURNMENT

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

AGENDA ITEM BACKUP SHEET

November 18, 2014

Board Meeting

TITLE: Wilson Elementary School Community Donation to Caring Educators Nourishing All (CENA) Event

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 Wilson Elementary School Community for their generous donation of \$1,000 to support the Caring Educators Nourishing All (CENA) Event.

RATIONALE:

The donation will help defray the cost of this year's CENA event. Last year, with the help of people like the Wilson Elementary School Community District employees and members of the Santa Ana Public Schools Foundation, were able to provide over 2,800 warm holiday meals, toys, books, and dictionaries to some of Santa Ana's neediest families.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize the Wilson Elementary School Community for their generous donation of \$1,000 to support the Caring Educators Nourishing All (CENA) Event.

RLM/dp

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Simon Family Foundation and Simon Scholars Class of 2016

ITEM: Recognition

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Certificated Employee of the Month for November 2014, Dylan Harlan**

ITEM: **Recognition**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Certificated Employee of the Month for November 2014.

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for November 2014. The members have selected Dylan Harlan, Teacher, Saddleback High School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Dylan Harlan as Certificated Employee of the Month for November 2014.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Classified Employee of the Month for November 2014, Olivia Arredondo

ITEM: Recognition

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for November 2014. The members have selected Olivia Arredondo, Office Manager, Middle College High School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Olivia Arredondo as Classified Employee of the Month for November 2014.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

October 28, 2014

CALL TO ORDER

The meeting was called to order at 5:33 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Hernández, Mr. Palacio and Ms. Iglesias.

Cabinet members present were Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Ms. Miller and Dr. Rodriguez; Dr. Miller and Mr. Dixon 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 5:34 p.m. to consider legal issues, personnel matters, and negotiations.

Mr. Richardson arrived during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:43 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Geovanna Medel, student at Segerstrom High School.

A moment of silence in memory of former student, Roberto Rubio, was led by Fallin Akbari, student at Chavez High School.

HIGH SCHOOL STUDENT AMBASSADORS

Century - Sofia Tam; Chavez - Fallin Akbari; Saddleback - Giselle Cervantes; Segerstrom - Geovanna Medel; Valley - Leilani McDaniel

Students' provided the Board with current events, information, and activities at their respective school sites.

RECOGNITIONS / ACKNOWLEDGMENTS

Senator Lou Correa's Service to Education and SAUSD

Dr. Yamagata-Noji and Board members provided a special recognition to Senator Lou Correa for the impact and dedication given to the Santa Ana community. Senator Correa was given a video tribute, a gratitude plaque, an all-access pass to district functions, and a Santa Ana High School Jazz band compilation CD as a gesture of appreciation. Dr. Yamagata-Noji announced that Senator Correa was awarded the 2014 California School Board Association Outstanding Legislator Award.

Certificated Employee of the Month for October 2014, Jennifer Taylor

Mr. McKinney, Associate Superintendent, Human Resources asked Ms. Shorey, Principal at Adams Elementary School to step to the lectern. She introduced Jennifer Taylor, Special Education Teacher. Ms. Taylor was selected as the Certificated Employee for the Month for October 2014 because she consistently helps students succeed regardless of their academic abilities. With a large special education population, she treats all students at Adams Elementary with equity and finds ways to help all students show growth. Jennifer works closely with general education classroom teachers to ensure the instructional goals for all students are achieved.

Classified Employee of the Month for October 2014, Marilyn Morales

Mr. McKinney, Associate Superintendent, Human Resources asked Dr. Gomez, Principal at Davis Elementary School to step to the lectern. She stated that Marilyn Morales, Site Clerk, was selected as the Classified Employee for the month of October 2014 because she efficiently multi-tasks through a wide range of projects, and helping any child or adult who enters the office. Regardless of how busy she is, Ms. Morales gives each person she helps her undivided attention.

SUPERINTENDENT'S REPORT

Dr. Phillips opened her report by providing an update on district-wide Red Ribbon Week activities. She also mentioned former Segerstrom High School student, Vivian Vega, was named the 2014 Women's Soccer Fans' Choice Player. Dr. Phillips announced that the Annual Senior Transition Day was a success. Another announcement was the New Teacher Orientation; there were approximately 150 teachers and counselors in attendance throughout the day. She shared that SAUSD has held four sessions of the Local Control Accountability Plan for staff. Dr. Phillips concluded her remarks by highlighting upcoming November events: the Superintendent's State of the District and Partnership Breakfast hosted by the District and the Santa Ana Public Schools Foundation, Friday, November 14 at 7:00 a.m.; the Second Annual SAUSD High School Marching Band Showcase, Wednesday, November 12 at 7:00 p.m.; and Dr. Yamagata-Noji's 25 Years of Service Celebration, Thursday, November 20, at 5:00 p.m.

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.

Change in Order of Agenda

PUBLIC HEARING

Charter Petition for Vista Heritage Charter Middle School

Dr. Yamagata-Noji declared the Public Hearing open. She asked those wishing to address the Board to step to the lectern. Vahe Markarian, Susana Betancourt, Cecilia Damian, and Karla Trujillo addressed the Board related to the Vista Heritage Charter petition.

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

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.9 Approval of Renewal of Agreement with Amplify Education, Inc., for Development and Creation of Assessments for 2014-15 School Year
- 1.11 Ratification of Authorization to Obtain Request for Proposals for After-School Enrichment Partners

- 1.12 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.16 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of September 24, 2014 through October 14, 2014

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

- 1.1 Approval of Minutes of Regular Board Meeting - October 14, 2014
- 1.2 Summarized Data of Williams Settlement First Quarterly Report
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 - School- Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips
- 1.4 Approval for Acceptance of Orange County Teacher Pathways Partnership Grant for Career Technical Education/Regional Occupational Program at Century High School for 2015-18 School Years
- 1.5 Approval of Acceptance of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant for Career Technical Education/Regional Occupational Program for 2014-15 School Year
- 1.6 Acceptance of Orange County Arts Education Collaborative Grant Funding for 2014-15 School Year
- 1.7 Approval of Memorandum of Understanding with Orange County United Way for Continued Participation in Destination Graduation Initiative Grant for High Schools for 2014-15 School Year
- 1.8 Approval of Memorandum of Understanding with Orange County United Way for Continued Participation in Destination Graduation Initiative Grant for Intermediate Schools for 2014-15 School Year
- 1.10 Approval of Head Start Certification of Governance and Leadership Capacity and Health and Safety Screenings
- 1.13 Ratification of Participation in Supervised Fieldwork and Student Teaching Agreement with Chapman University for 2014-19 School Years
- 1.14 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of September 24, 2014 through October 14, 2014
- 1.15 Ratification of Expenditure Summary and Warrant Listing for Period of September 24, 2014 through October 14, 2014

- 1.17 Consideration of Application for Leave to File Late Claim under Government Code 911.4 and Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File Number: 14-17554 JT
- 1.18 Acceptance of Completion of Contract for Bid Package No. 1 Additional Parking Lots and Site Work at Carver and Washington Elementary School
- 1.19 Authorization to Utilize California Multiple Award Schedule Agreement with AkinsIT, Inc., for Purchase of Wireless Network Equipment
- 1.20 Approval of Revised Job Description: Associate Superintendent of Business Services
- 1.21 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.22 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.9 Approval of Renewal of Agreement with Amplify Education, Inc., for Development and Creation of Assessments for 2014-15 School Year

It was moved by Ms. Iglesias, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the renewal of agreement with Amplify Education, Inc., for the development and creation of assessments for the 2014-15 school year.

- 1.11 Ratification of Authorization to Obtain Request for Proposals for After-School Enrichment Partners

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 3-2, Dr. Yamagata-Noji and Ms. Iglesias dissenting, to ratify authorization for staff to obtain Request for Proposals for after-school enrichment partners. Clarifying that at the mandatory Enrichment Partners' Conference on Thursday, October 30, 2014, the District will clarify parameters of this particular proposal for the balance of this school year. Any questions that are submitted, both questions and answers will be given to all bidders.

- 1.12 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

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 5-0, to approve expulsion of students. For student No. 315138, change the recommended option to Option 2, expel for two semesters and the placement to Community Day HS and the date eligible to reapply to June 18, 2015.

367199 - Carr

For the violation of Education Code Section 48900, paragraph A, .7 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 18, 2015.

315138 - Century

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 18, 2015.

303513 - Cesar Chavez

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 June 18, 2015.

339546 - Spurgeon

For the violation of Education Code Section 48900, paragraph A, .7 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 18, 2015.

1.16 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of September 24, 2014 through October 14, 2014

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 5-0, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of September 24, 2014 through October 14, 2014. Item No. 16 - Tabled; Item No. 18 - moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting; Item No. 19 - moved by Dr. Yamagata-Noji, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting.

ANNOUNCEMENT

Dr. Yamagata-Noji acknowledged a District retiree and gifts.

PRESENTATIONS

Common Core State Standards Implementation Update

Dr. Yamagata-Noji called Dr. Rodriguez, Assistant Superintendent, Elementary Education to the lectern. Dr. Rodriguez provided an assessment update, subject area initiatives, parent initiative, and digitization of curriculum.

Local Control Accountability Plan (LCAP) Update

Dr. Yamagata-Noji called Dr. Haglund, Deputy Superintendent, Educational Services to the lectern. He provided a LCAP overview, response to stakeholders input, and ensured fidelity of plan. Dr. Haglund invited Nelly Terrones, parent to the lectern, she provided the Board with a parent comments related to LCAP. Mr. Skelly, Principal at Heninger Elementary, Mr. Irving, Principal at Spurgeon Intermediate, and Ms. Infante, Principal at Santa Ana High provided the Board with comments related to LCAP at their individual school sites.

Equal Opportunity Audit and Blueprint for Action

This item tabled.

REGULAR AGENDA - ACTION ITEMS

- 2.0 RATIFICATION FOR SUBMISSION OF ORANGE COUNTY UNITED WAY CHILDHOOD OBESITY PREVENTION GRANT APPLICATION FOR DISTRICT'S K-12 SCHOOLS FOR 2014-15 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the ratification of the Orange County United Way Childhood Obesity Prevention Grant application for the District's K-12 schools for the 2014-15 school year.

- 3.0 AUTHORIZATION TO AWARD CONTRACT FOR BID PACKAGE INCREMENT 1 OF 2 - GRADING AND GROUND UTILITIES AT SAUSD SPORTS COMPLEX

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to authorize staff to award a contract to PH Hagopian Contractor, Inc. for Bid Package Increment 1 of 2 - Grading and Ground Utilities at SAUSD Sports Complex in the amount of \$2,468,000.

- 4.0 DENY CHARTER PETITION FOR PROPOSED 21ST CENTURY GLOBAL ACADEMY CHARTER SCHOOL AND ADOPT RESOLUTION NO. 14/15-3032 - EFFECTUATING THAT ACTION

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 14/15-3032 - Denying the Charter School Petition for 21st Century Global Academy Charter School.

- 5.0 AUTHORIZATION TO AWARD CONTRACTS FOR KITCHEN EQUIPMENT FOR NUTRITION SERVICES

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 4-1, Ms. Iglesias dissenting, to authorize staff to award contracts to Action Sales, Strategic Equipment & Supply Corporation, Arrow Restaurant Equipment & Supplies, Inc., Chef's Toys, Pueblo Hotel Supply dba Grady, and Douglas Equipment for the purchase of kitchen equipment renewable annually for a period of up to three years, pursuant to Bid No. 03-15.

- 6.0 APPROVAL OF NEW JOB DESCRIPTION: POSITION CONTROL SUPERVISOR

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the new job description of Position Control Supervisor.

- 7.0 ADOPTION OF RESOLUTION NO. 14/15-3034 - LOCAL RESERVES CAP SB 858, SECTION 27/CALIFORNIA EDUCATION CODE 42127.01

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 5-0, to adopt Resolution 14/15-3034 on Local Reserves Cap SB 858, Section 27/California Education Code 42127.01.

BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Palacio

- Attended the Orange County Teachers of the Year Banquet and Recognition Ceremony;
- Attended the Orange County Crime Stoppers Meet and Greet Fundraiser;
- Attended the Senior Transition Day for Exiting Special Education Students;
- Attended the Valley vs. Century football game;
- Attended the Segerstrom Homecoming Dance.

Mr. Richardson

- Acknowledged the newspaper article featuring the SAUSD Police Department beginning training for dealing with medical emergencies.

Mr. Hernández

- Expressed his gratitude towards the acknowledgment for Senator Lou Correa;
- Appreciated the LCAP highlights given by the school site principals.

Dr. Yamagata-Noji

- Attended the New employee Orientation;
- Attended the Senior Transition Day for Exiting Special Education Students;
- Announced the Kevin Armstrong, M.D. Memorial Sports Foundation, RunStrong-Dinosaur Dash 5K, Sunday, November 2, 2014.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 11:00 p.m. to consider legal issues, personnel matters, and negotiations.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 11:16 p.m.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-1, the Board took action to appoint Jennifer Cisneros to the position of Director of Extended Learning Programs.

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

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 11:17 p.m.

The next Regular Meeting will be held on Tuesday, November 18, 2014, at 6:00 p.m.

ATTEST:

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



SANTA ANA UNIFIED SCHOOL DISTRICT

ASSISTANT SUPERINTENDENT-BUSINESS SERVICES

JOB SUMMARY:

Under general direction of the Deputy Superintendent, Operations, plan, organize, implement, supervise and evaluate the District business services functions including the maintenance and operation of District facilities and equipment to ensure maximum effectiveness and achievement of defined District objectives; maintain and ensure a continuous personnel appraisal and evaluation system and act on the findings; and submit an annual report to the Superintendent.

REPRESENTATIVE DUTIES:

- Provide administrative leadership in the areas of financial administration; food services; purchasing, warehousing and transportation; publications; risk management; police services; building services, construction and facilities planning. **E**
- Evaluate systematically and continuously the work and performance of the assigned staff within the Business Services Division to attain the objectives of their schools/departments and assist them with their professional growth and development. **E**
- Attend and represent the Business Division at all meetings of the Board of Education and other special meetings as assigned and advise the Board of Education, Superintendent and cabinet members on budget policies. **E**
- Serve as a member of the Superintendent's Cabinet in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. **E**
- Oversee accounting and payroll activities and reporting systems. **E**
- Oversee purchasing, warehousing and transportation activities. **E**
- Oversee risk management activities to include worker's compensation, liability and safety, and health and welfare matters. **E**
- Oversee Publications Services. **E**
- Oversee the Food Services Department. **E**
- Approval all printing requests for Business Services and other when there is a question. **E**
- Confirm staffing allocations (F.T.E.). **E**
- Oversee maintenance and operations of District facilities and equipment. **E**

ASSISTANT SUPERINTENDENT-BUSINESS SERVICES (CONTINUE)

REPRESENTATIVE DUTIES: (Continue)

- Keep current of fiscal reporting requirements and mandated changes in fiscal policies. **E**
- Prepare, recommend and administer the District budget and ancillary state and federal financial reports. **E**
- Represent the District on business matters with other agencies and community groups. **E**
- Develop and maintains an up-to-date inventory of school property. **E**
- Participate in the negotiations process for employee insurance benefits. **E**
- Analyze and evaluate complex financial data and reports, maintain communication with state, county, and District administrators and special committees. Interpret financial, educational, and compliance legislation. **E**
- Closely monitor all monthly, quarterly, and annual budget reports for the Board of Education and administrators, including numerous complex financial reports to federal, state, and local agencies. **E**
- Review and analyze department and site budgets, provide assistance to budget managers as needed, and provide technical expertise to senior staff for all related budget areas. **E**
- Perform a variety of special financial analysis for indirect costs, special funds, and categorical programs and perform high-level research and special projects at the direction of the Deputy Superintendent of Operations, Superintendent, or Board of Education. **E**
- Coordinate and support management and classified employees in staff development activities with Deputy Superintendent of Operations, Human Resources, designated Directors, and other appropriate administrators ensure proper reporting district wide. **E**
- Perform other administrative duties and responsibilities as required and assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles, trends and development of school business services fiscal administration and management, including data processing, risk management and police services.
- Goals, objectives and operating techniques of a large school district.
- Problems involved in the formulation and carrying out of a program of business management for a large school district.

ASSISTANT SUPERINTENDENT-BUSINESS SERVICES (CONTINUE)**KNOWLEDGE AND ABILITIES:** (Continue)**Knowledge of:** (Continue)

- Accounting principles and practices, budgeting and other fiscal procedures as they apply to a large school district.
- Problems involved in the maintenance and operation of school district buildings, together with knowledge of building construction and ordinances and laws affecting the construction and repair of school buildings.
- Governmental purchasing principles and practices.
- Provisions of the State Education Code and other Codes relative to business practices and procedures.
- City and community

Ability to:

- Plan, organize, direct, supervise, and give administrative direction to employees in a variety of professional and technical fields related to the Business Services functions.
- Prepare comprehensive and clear reports, conduct difficult correspondence, and prepare work estimates, specifications and contracts.
- Analyze various systems and programs and develop effective conclusions and recommendations.
- Establish and maintain effective and cooperative working relationships with others.
- Exercise judgment and discretion in interpreting and applying policies and procedures.
- Effectively communicate and deal with community groups and the public.
- Speak and write effectively.

EDUCATION AND EXPERIENCE:

Master's degree required. A minimum of three (3) years previous district level business operations administrative experience required. Experience in school district budgeting required. Undergraduate degree in business, accounting or finance or equivalent and/or School Business Management training highly desired.

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- If certificated, possess appropriate credential (s) for the position
- Valid driver's license
- Willingness and ability to work additional hours periodically
- Willing to travel as needed
- CBO Certificate highly desired

ASSISTANT SUPERINTENDENT-BUSINESS SERVICES (CONTINUE)

WORKING CONDITIONS:

Environment:

- Typical office/school environment
- Numerous interruptions
- Frequent travel to and between school sites and community Agencies

Physical abilities:

- Hearing and speaking accurately to exchange information and make presentations
- Seeing to read a variety of materials and drive a vehicle
- Sitting or standing for extended periods
- Lifting or moving objects, normally not exceeding twenty (40) pounds

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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Mc Cartin, Casey	Teacher	Jefferson	October 22, 2014		Retirement - 20 years
RESIGNATIONS					
Katz, David	Teacher	ROP	June 20, 2014		Personal - 2 years
NEW HIRE/RE-HIRE 2014-15					
Bond, Nini	Speech and Language Pathologist	Speech Department	October 13, 2014		Rehire - Temporary 44920 (44.3%)
Chang, Patrick	Teacher	Mendez	October 16, 2014		New Hire - Probationary I
RETURNING FROM 39-MONTH REEMPLOYMENT					
Morris, Dorothy	Teacher	Kennedy	October 13, 2014		
CHANGE IN STATUS					
Bondoc, Maria	Teacher	Godinez	September 4, 2014		From Intern to Probationary II
Marting, Danielle	Teacher	Santa Ana	August 27, 2014		From Intern to Probationary II

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN STATUS (Continued)					
Mazur, Marc	Teacher	Special Education	August 27, 2014		From Intern to Probationary II
SHARED CONTRACT 2014-15					
Sobieski, Louise	Teacher	Mitchell	November 3, 2014		20% Contract
Sommer, Kimberly	Teacher	Mitchell	August 27, 2014		80% Contract
LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	October 13, 2014	February 3, 2015	Child Care
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Cardenas, Marisol	Teacher	Valley	October 20, 2014	November 6, 2014	Statutory
Echaves, Michael	Teacher	Segerstrom	September 15, 2014	September 30, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Alcaraz, Amy	Teacher	Pio Pico	September 15, 2014	November 7, 2014	Statutory
Callaway, Katrina	Assistant Principal	Segerstrom	November 3, 2014	December 19, 2014	Statutory

Personnel Calendar
Board Meeting - October 28, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)					
Gaschen, Tracy	Speech and Language Pathologist	Speech Department	October 13, 2014	December 15, 2014	Statutory
Jaramillo, Rosa	Teacher	Taft	September 18, 2014	December 2, 2014	Statutory
Peshke, Christina	Teacher	Esqueda	October 6, 2014	December 19, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid and Without Benefits					
Ibanez, Amanda	Teacher	Godinez	August 27, 2014	October 24, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
Huynh, Tham	Teacher	Jefferson	October 13, 2014	December 19, 2014	Statutory
Kim, Jennifer	Psychologist	Psychological Services	October 20, 2014	February 3, 2015	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Ibanez, Amanda	Teacher	Godinez	October 27, 2014	February 5, 2015	Statutory
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Paid with Benefits					
Echaves, Michael	Teacher	Segerstrom	September 15, 2014	September 30, 2014	Statutory

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Without Pay with Benefits					
Huynh, Tham	Teacher	Jefferson	October 13, 2014	December 19, 2014	Statutory
Kim, Jennifer	Psychologist	Psychological Services	October 20, 2014	February 3, 2015	Statutory
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Without Pay and Without Benefits					
Ibanez, Amanda	Teacher	Godinez	October 27, 2014	February 5, 2015	Statutory
CORRECTION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
CORRECTION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Adams, Jeffrey	Teacher	Transition Programs	September 8, 2014	October 20, 2014	Statutory
Huestis, Mindy	Teacher	Child Development	September 30, 2014	October 31, 2014	Statutory
Maldonado, Angela	Teacher	Segerstrom	September 23, 2014	October 14, 2014	Statutory
CORRECTION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Adams, Jeffrey	Teacher	Transition Programs	September 8, 2014	October 20, 2014	Statutory
Maldonado, Angela	Teacher	Segerstrom	September 23, 2014	October 14, 2014	Statutory
EXTENSION ON FAMILY CARE MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Ben-Jacob, Ashley	Teacher	Taft	September 26, 2014	October 10, 2014	Statutory

**Personnel Calendar
 Board Meeting - October 28, 2014
 CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENSION ON FAMILY CARE MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)					
Kim, Jennifer	Psychologist	Psychological Services	October 13, 2014	October 17, 2014	Statutory
Mendoza, Fabiola	Teacher	Sepulveda	October 6, 2014	October 22, 2014	Statutory
Morten, Jessica	Teacher	Martin	October 14, 2014	October 24, 2014	Statutory
CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
				From October 20, 2014 to	
Huynh, Tham	Teacher	Jefferson	August 27, 2014	October 10, 2014	Statutory
				From October 20, 2014 to	
Sanchez, Mayra	Teacher	Valley	September 8, 2014	October 17, 2014	Statutory
CHANGE IN DATE CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Without Pay with Benefits					
				From October 20, 2014 to	
Sanchez, Mayra	Teacher	Valley	September 8, 2014	October 17, 2014	Statutory
EXTENDED WORK YEAR 2014-15					
Bohinc, Melissa	Teacher	Sierra	August 1, 2014	August 26, 2014	18 Additional Days

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2014-15					
Callanan, Jill	Teacher	Saddleback	September 29, 2014	June 18, 2015	Extra Period
Chen, George	Teacher	Century	September 22, 2014	June 18, 2015	Extra Period
DEPARTMENT CHAIRPERSONS 2014-15					
Booker, Howard		Lorin Grisct	2014-15		Social Studies
De Quesada, Isabel		Lorin Grisct	2014-15		English
Garcia-Chau, Elsa		Lorin Grisct	2014-15		ELD/Bilingual
Kim, Duy		Lorin Grisct	2014-15		Mathematics
Mackenzie, Marcus		Lorin Grisct	2014-15		Science
Mandolini, Gloria		Lorin Grisct	2014-15		Foreign Language
Murgolo, Kimberly		Lorin Grisct	2014-15		Physical Education
Pena, Maricela		Lorin Grisct	2014-15		Art
Reynozo, Jesse		Lorin Grisct	2014-15		Business
Tucker, Adriana		Lorin Grisct	2014-15		Special Education
Cocca, Anastasia		Sierra	2014-15		Science
Cuevas, Sofia		Sierra	2014-15		English (sharing)
Hendon, Sandra		Sierra	2014-15		Mathematics (sharing)
Higgins, Daynon		Sierra	2014-15		English (sharing)
Kleinschmidt, Janet		Sierra	2014-15		ELD/Bilingual
McCabe, Rosemarie		Sierra	2014-15		Mathematics (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
DEPARTMENT CHAIRPERSONS 2014-15 (Continued)					
Melodia, Connie		Sierra	2014-15		Physical Education (sharing)
Phillips, Marilyn		Sierra	2014-15		Special Education
Prestinary, Irene		Sierra	2014-15		Art
Samson, David		Sierra	2014-15		Physical Education (sharing)
Tory, Susan		Sierra	2014-15		Music
Warwick, Sandra		Sierra	2014-15		Social Studies
CO-CURRICULAR 2014-15					
Garcia-Chau, Elsa		Lorin Grisct	2014-15		Drama
Veitch, Deborah		Lorin Grisct	2014-15		Senior Class Advisor
STIPENDS 2014-15					
Avila, Christina		Carr	2014-15		Lead Counselor
Benavides, Emily-Anne		Carr	2014-15		AVID Coordinator (sharing)
Kassaei, Dana		Carr	2014-15		GATE Site Coordinator
Pearson, Noel		Carr	2014-15		AVID Coordinator (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Hazlett, James		Century	2014-15		AVID Coordinator, GATE Site Coordinator
Ruvalcaba, Jennifer		Century	2014-15		Academic Coach (Mock Trial) (sharing)
Vazquez, Mireya		Century	2014-15		Lead Counselor, Academic Coach (Mock Trial) (sharing)
Reta, George		Chavez	2014-15		Lead Counselor
Bondoc, Maria		Godinez	2014-15		Academic Coach (Math Team)
Castro, Elizabeth		Godinez	2014-15		Lead Counselor (sharing)
Jocham, Laurie		Godinez	2014-15		GATE Site Coordinator
Keeling, Lynette		Godinez	2014-15		Academic Coach (OCAD)
Morgan, Robert		Godinez	2014-15		AVID Coordinator
Oxx, Gerry		Godinez	2014-15		Lead Counselor (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Siddall, Marie-Claire		Godinez	2014-15		Academic Coach (Kiwanis Bowl) (sharing)
Statler, Monique		Godinez	2014-15		Academic Coach (Kiwanis Bowl) (sharing)
Maki, Sarah		Lathrop	2014-15		GATE Site Coordinator
Polydoros, Lori		Lathrop	2014-15		AVID Coordinator (sharing)
Raya, Paul		Lathrop	2014-15		Lead Counselor
Sullivan, Lory		Lathrop	2014-15		AVID Coordinator (sharing)
Manske, Tammy		MacArthur	2014-15		AVID Coordinator
Sprafka, John		MacArthur	2014-15		GATE Site Coordinator
Tristan, Laurie		MacArthur	2014-15		Lead Counselor
Espinoza Onofre, Danelia		McFadden	2014-15		Lead Counselor
McDonald-Van Dyke, Jennifer		McFadden	2014-15		GATE Site Coordinator
Sotolongo, Mildred		McFadden	2014-15		AVID Coordinator

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Holte, Amy		Mendez	2014-15		AVID Coordinator
Romeo, Sharon		Mendez	2014-15		GATE Site Coordinator
Tran, Tina		Mendez	2014-15		Lead Counselor
Espinosa, Velina		Middle College	2014-15		AVID Coordinator
Cowans, Katheryn		Saddleback	2014-15		Academic Coach (Kiwanis Bowl)
Cunningham, Katie		Saddleback	2014-15		Academic Coach (OCAD)
Sachs, Stephanie		Saddleback	2014-15		Lead Counselor
Turner, Rosalind		Saddleback	2014-15		GATE Site Coordinator
Whittington, Cheryl		Saddleback	2014-15		AVID Coordinator
Dukus, Robert		Santa Ana	2014-15		Academic Coach (Kiwanis Bowl) (sharing)
Hinman, Robert		Santa Ana	2014-15		Academic Coach (Kiwanis Bowl) (sharing)
Huizar, Ann		Santa Ana	2014-15		GATE Site Coordinator
Nguyen, Dana		Santa Ana	2014-15		AVID Coordinator

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Ridoutt-Schonborn, Arlette		Santa Ana	2014-15		Lead Counselor
Gore, Dinesh		Segerstrom	2014-15		Academic Coach (Mock Trial) (sharing)
Griset-Villanueva, Gabrielle		Segerstrom	2014-15		Lead Counselor (sharing)
Lara, Maria A.		Segerstrom	2014-15		Lead Counselor (sharing)
Martinez, Andres		Segerstrom	2014-15		Academic Coach (Kiwanis Bowl)
Mateo, Amelia		Segerstrom	2014-15		AVID Coordinator
Neufeld, Sara		Segerstrom	2014-15		Academic Coach (Mock Trial) (sharing)
Segalla, Margaret		Segerstrom	2014-15		GATE Site Coordinator
Dente, Donna		Sierra	2014-15		Lead Counselor
Hendon, Sandra		Sierra	2014-15		GATE Site Coordinator (sharing)

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Jacobs, Linda		Sierra	2014-15		GATE Site Coordinator (sharing)
Estrada, Rebecca		Spurgeon	2014-15		Lead Counselor
Thomas, Christina		Spurgeon	2014-15		AVID Coordinator
Tran, Hien		Spurgeon	2014-15		GATE Site Coordinator
Aguilar, Monica C.		Valley	2014-15		GATE Site Coordinator
Collins, Michael		Valley	2014-15		AVID Coordinator
Lutack, Ian		Valley	2014-15		Academic Coach (OCAD)
Valdez, Javier		Valley	2014-15		Lead Counselor
Nevarez, Deborah		Villa	2014-15		Lead Counselor
Owens, Sarah		Villa	2014-15		GATE Site Coordinator
You, Ah Ryang		Villa	2014-15		AVID Coordinator
Crowe-Yrarrazaval, Kelly		Willard	2014-15		Lead Counselor
Dreng, Karen		Willard	2014-15		AVID Coordinator

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
STIPENDS 2014-15 (Continued)					
Van de Merghel, Caroline		Willard	2014-15		GATE Site Coordinator
GRADE LEVEL LEADERS 2014-15					
Aceves Bravo, Yadira		Diamond	2014-15		
Bogle, Barbara		Diamond	2014-15		
Culpepper, Anne		Diamond	2014-15		
Dodson, Kimberly		Diamond	2014-15		
Fields, Lisa		Diamond	2014-15		
Riley, Claudia		Diamond	2014-15		
Spira, Mary		Diamond	2014-15		
Arvizu, Marisol		Greenville	2014-15		
Blankinship, Judy		Greenville	2014-15		
Chamberlain, Margaret		Greenville	2014-15		
Evans, Lisa		Greenville	2014-15		
Fierle, Nicole		Greenville	2014-15		
Ingles, Patricia		Greenville	2014-15		
Duarte, Marisol		Heninger	2014-15		
Gonzalez, Laura A.		Heninger	2014-15		
Reyes, Margarita		Heninger	2014-15		
Ritchie, Frances		Heninger	2014-15		
Rowan, Sehra		Heninger	2014-15		

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADERS 2014-15 (Continued)					
Shen, Shirley		Heninger	2014-15		
Trang, Amy		Heninger	2014-15		
Ward, Nahall		Heninger	2014-15		
Wheatley, Julia		Heninger	2014-15		
Alkire, Leticia		Kennedy	2014-15		
Blanco, Maribel		Kennedy	2014-15		
Gil, Patricia		Kennedy	2014-15		
Grisham, Jeffrey		Kennedy	2014-15		
Houghton, Kimberly		Kennedy	2014-15		
Rivas, Maria		Kennedy	2014-15		
Wood, Jennifer		Kennedy	2014-15		
Andre, Michele		Madison	2014-15		
D'Ambrosio, Joseph		Madison	2014-15		
Hamamura, Nicole		Madison	2014-15		
Hanks, Bertha		Madison	2014-15		
Heneghan, Daniel		Madison	2014-15		
McDermott, Juanita		Madison	2014-15		
O'Connor-Ruiz, Patrick		Madison	2014-15		
Yee, Lindsay		Madison	2014-15		
Brady, Ruth		Monroe	2014-15		
Caceres De Lopez, Maritza		Monroe	2014-15		

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
GRADE LEVEL LEADERS 2014-15 (Continued)					
Colombo, Anna		Monroe	2014-15		
Kato, Terri		Monroe	2014-15		
Nava, Jose		Monroe	2014-15		
Silva, Jesus		Monroe	2014-15		
Wallace, Donna		Monroe	2014-15		
ELEMENTARY STUDENT GOVERNMENT/COUNSEL ADVISOR 2014-15					
Camacho, Maile		Greenville	2014-15		
Marcus, Stephanie		Greenville	2014-15		
Stern, Heather		Kennedy	2014-15		
ELEMENTARY SUPERVISION 2014-15					
Ishimaru, Ken		Jackson	2014-15		
VISUAL & PERFORMING ARTS 2014-15					
Beckwith, Kelli		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Boyer, Gregory		Visual & Performing Arts	2014-15		Instrumental Director

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
VISUAL & PERFORMING ARTS 2014-15 (Continued)					
Dempsey, William		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Halverson, Gary		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Kamp, Mark		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Maeda, Eileen		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Martinez, Barney		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Maxson, Joyce		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Raneri, James		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director
Schermer, Janet		Visual & Performing Arts	2014-15		Choir Director, Instrumental Director

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2014-15 After-School Grades 6-8 Intramural Sports Girls' Basketball & Boys Soccer - Certificated	Secondary Division/ Special Projects	ASES - After School Program	\$42,000	October 30, 2014
2014-15 Elementary Physical Education Training	Special Projects/ Wellness	PEP Grant	\$50,000	October 29, 2014
After/Before School Tutoring	Heninger	Title I	\$10,000	October 29, 2014
After School Personal Support Group Extra Duty	Century	ASSETS Grant	\$3,000	October 29, 2014
After School Tutoring	Thorpe	Title I	\$9,000	October 29, 2014
Assessment, Intervention, Enrichment, Saturday Tutoring & Before and After School Tutoring	Martin	Title I	\$11,000	October 29, 2014
CAHSEE Tutors	Segerstrom	CAHSEE	\$20,000	October 29, 2014
Data Analysis Meeting	Pio Pico	Title I	\$5,000	October 29, 2014
Data Chats, Teachers & Administrators	Greenville	Title I	\$4,300	October 29, 2014
DIBELS Support for Teachers/Staff	Greenville	Title I	\$4,300	October 29, 2014
Early Childhood Education - Facilitate Preschool Activities and Community Events	Early Childhood Education	Title I	\$1,000	October 29, 2014
Extra Duty - Planning Time	Greenville	Title I	\$4,500	October 29, 2014
GLR Planning Meeting	Greenville	Title I	\$4,320	October 29, 2014
Higher Education Late Nights	Segerstrom	Title I	\$2,600	October 29, 2014
IPT Testing	English Learner Programs & Student Achievement	Title III	\$7,000	October 29, 2014
LCAP - Certificated Teachers	Communication Office/Community Relations Office	LCAP	\$7,500	October 29, 2014

**Board Meeting
 October 28, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Library Study Hours	Segerstrom Educational Services	Title I	\$3,200	October 29, 2014
Mathematics Institute Instructor	K-12 Educational Services	Bechtel Grant	\$3,000	October 29, 2014
Mathematics Institute Planning	K-12	Bechtel Grant	\$2,000	October 29, 2014
Parent Meetings	Segerstrom	Title I	\$4,500	October 29, 2014
Pentathlon Coaches	MacArthur	General Funds	\$6,600	November 3, 2014
Saturday/American College Testing Boot Camp	Segerstrom	Title I	\$1,994	October 29, 2014
SST Facilitation and Coordination	Martin	Title I	\$3,000	October 29, 2014
SST/504 Facilitators	Greenville	Title I	\$1,000	October 29, 2014
Staff Development	Wilson	Title I	\$10,000	October 29, 2014
Student Study Team Facilitator	Pio Pico	Title I	\$4,000	October 29, 2014
Vertical Teaming	Santiago	Title I	\$3,000	October 29, 2014
WASC Co-Chair (Ratification)	Middle College	WASC-Program Planning/Teacher Extra Salary	\$5,000	July 23, 2014

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS						
Bagh, Sasha	SSP Sp. Ed.	Esqueda	October 2, 2014			Personal - 1 month
Cuellar, Estela	Fd. Svc. Wkr.	Santa Ana	October 1, 2014			Personal - 5 months
James, Ryan	Instr. Asst. Sev. Dis.	Transition Program	July 19, 2014			Correction of Date
Lugo, Erica	Site Clerk	Diamond	September 26, 2014			Personal - 13 years, 11 months
Mejia, Lucero	Preschool Teacher	ECE	October 18, 2014			Personal - 11 months
Mendoza, Gabriela	Preschool Teacher	ECE	October 31, 2014			Personal - 6 years, 2 months
Sixtos, Dulce	Site Clerk	Sepulveda	October 3, 2014			To Sub Teach
Tenorio, Rafael	Fd. Svc. Wkr.	Sierra	October 15, 2014			Personal - 3 years, 1 month
ABSENCE (3 to 20 duty days) - Without Pay						
Serrano, Maria	Head Start Teacher	Kennedy	November 18, 2014	December 4, 2014		Personal
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (3 to 20 duty days) - Paid						
Kanaly, Margaret	Head Start Teacher	Child Development	October 16, 2014	October 30, 2014		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (21 duty days or more) - Paid						
Avina, Osbaldo	Plant Custodian Elem.	Chavez	September 12, 2014	October 13, 2014		Statutory Leave
Miramontes, Jose	Plant Cust. Int.	Mendez	August 25, 2014	October 31, 2014		Correction of date
PROBATIONARY APPOINTMENTS						
Acevedo, Julio	After-School ISP	Various School Sites	October 29, 2014		16/1	
Aguilar, Arlene	After-School ISP	Various School Sites	October 29, 2014		16/1	
Aguilar, Edgardo	After-School ISP	Various School Sites	October 29, 2014		16/1	
Anaya, Jennifer	After-School ISP	Various School Sites	October 29, 2014		16/1	
Arizmendi, Kelly	Fd. Svc. Wkr.	Santa Ana	October 29, 2014		11/1	
Arroyo-Franco, Jovita	After-School ISP	Various School Sites	October 29, 2014		16/1	
Barajas, Veronica	After-School ISP	Various School Sites	October 29, 2014		16/1	
Bernal, Melissa	After-School ISP	Various School Sites	October 29, 2014		16/1	
Cartright, Marianne	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Casas, Giovanni	After-School ISP	Various School Sites	October 29, 2014		16/1	
Colli, Victor	After-School ISP	Various School Sites	October 29, 2014		16/1	
Cortez, Freddy	After-School ISP	Various School Sites	October 29, 2014		16/1	
Cuellar, Noemi	After-School ISP	Various School Sites	October 29, 2014		16/1	
Cuevas, Stephanie	After-School ISP	Various School Sites	October 29, 2014		16/1	
Estis, Anthony	After-School ISP	Various School Sites	October 29, 2014		16/1	
Fernandez, Teresa	After-School ISP	Various School Sites	October 29, 2014		16/1	
Flores, Francisca	After-School ISP	Various School Sites	October 29, 2014		16/1	
Galaviz, Maria	SSP Sp. Ed.	Century	October 6, 2014		19/1	
Galeana, Wendy	After-School ISP	Various School Sites	October 29, 2014		16/1	
Garcia, Jocelyn	After-School ISP	Various School Sites	October 29, 2014		16/1	
Gonzalez, Cesar	After-School ISP	Various School Sites	October 29, 2014		16/1	
Gonzalez, Guillermo	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Granados, Ana	After-School ISP	Various School Sites	October 29, 2014		16/1	
Guevara, Aracely	After-School ISP	Various School Sites	October 29, 2014		16/1	
Guillen, Sandra	After-School ISP	Various School Sites	October 29, 2014		16/1	
Gutierrez, Guillermo	After-School ISP	Various School Sites	October 29, 2014		16/1	
Han, David	After-School ISP	Various School Sites	October 29, 2014		16/1	
Hernandez, Karina	After-School ISP	Various School Sites	October 29, 2014		16/1	
Hernandez, Michelle	After-School ISP	Various School Sites	October 29, 2014		16/1	
Hernandez, Yesenia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Herrera, Celia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Herrera, Maria de la Luz	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ilagan, Rochelle	After-School ISP	Various School Sites	October 29, 2014		16/1	
Jamies, Jetsabeth	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Leal, Bereniza	After-School ISP	Various School Sites	October 29, 2014		16/1	
Leav, Daitrang	After-School ISP	Various School Sites	October 29, 2014		16/1	
Lo, Arick	After-School ISP	Various School Sites	October 29, 2014		16/1	
Lorenzo, Alma	After-School ISP	Various School Sites	October 29, 2014		16/1	
Majia, Maribel	After-School ISP	Various School Sites	October 29, 2014		16/1	
Maldonado, Edgar	After-School ISP	Various School Sites	October 29, 2014		16/1	
Marroquin, Francisco	After-School ISP	Various School Sites	October 29, 2014		16/1	
Martin, Diego	After-School ISP	Various School Sites	October 29, 2014		16/1	
Martinez, Cynthia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Mejia, Maria	After-School ISP	Various School Sites	October 29, 2014		16/1	
Mercado, Graciela	After-School ISP	Various School Sites	October 29, 2014		16/1	
Merino, Mayra	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Minter, Vincent	After-School ISP	Various School Sites	October 29, 2014		16/1	
Monterroso, Ashley	After-School ISP	Various School Sites	October 29, 2014		16/1	
Morales, Thomas	After-School ISP	Various School Sites	October 29, 2014		16/1	
Moreno, Jacqueline	After-School ISP	Various School Sites	October 29, 2014		16/1	
Moreno, Maria	After-School ISP	Various School Sites	October 29, 2014		16/1	
Murillo, Tania	After-School ISP	Various School Sites	October 29, 2014		16/1	
Nava, Leticia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Navarrete, Andrea	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ocampo, Alicia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ogiamien, Osarumwense	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ornedo, Emmanuel	After-School ISP	Various School Sites	October 29, 2014		16/1	
Parg, Frances	After-School ISP	Various School Sites	October 29, 2014		16/1	
Pedroza, Lisbeth	SSP Sp. Ed.	Jefferson	October 15, 2014		19/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Perez, Marlene	After-School ISP	Various School Sites	October 29, 2014		16/1	
Quiñonez, Alene	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ramirez, Maria	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ramos, Liliana	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ramos, Martha	After-School ISP	Various School Sites	October 29, 2014		16/1	
Reyes, Juliana	SSP Sp. Ed.	Valley	September 30, 2014		19/1	
Riley, Jenna	Stage Manager	Century	October 29, 2014		28/3	
Rios, Sara	After-School ISP	Various School Sites	October 29, 2014		16/1	
Rivera, Felix	After-School ISP	Various School Sites	October 29, 2014		16/1	
Robles, Celeste	After-School ISP	Various School Sites	October 29, 2014		16/1	
Rodriguez, Eric	After-School ISP	Various School Sites	October 29, 2014		16/1	
Rodriguez, Janet	After-School ISP	Various School Sites	October 29, 2014		16/1	
Rodriguez, Xiclaile	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Roldan, Karina	After-School ISP	Various School Sites	October 29, 2014		16/1	
Roman Antunez, Luz	After-School ISP	Various School Sites	October 29, 2014		16/1	
Ruiz, Jennifer	After-School ISP	Various School Sites	October 29, 2014		16/1	
Salas, Jesus	After-School ISP	Various School Sites	October 29, 2014		16/1	
Santamaria, Euleuterio	After-School ISP	Various School Sites	October 29, 2014		16/1	
Santamaria, Izamar	After-School ISP	Various School Sites	October 29, 2014		16/1	
Schickler, Michelle	After-School ISP	Various School Sites	October 29, 2014		16/1	
Serrato, Gudelia	After-School ISP	Various School Sites	October 29, 2014		16/1	
Simon, Anabel	After-School ISP	Various School Sites	October 29, 2014		16/1	
Soto, Evelin	After-School ISP	Various School Sites	October 29, 2014		16/1	
Soto, Regina	After-School ISP	Various School Sites	October 29, 2014		16/1	
Suarez, Zoraida	After-School ISP	Various School Sites	October 29, 2014		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Swaminathan, Ajay	After-School ISP	Various School Sites	October 29, 2014		16/1	
Tenorio, Maria	After-School ISP	Various School Sites	October 29, 2014		16/1	
Thai, Hung	After-School ISP	Various School Sites	October 29, 2014		16/1	
Trang, Meyly	After-School ISP	Various School Sites	October 29, 2014		16/1	
Valenzuela, Crystal	After-School ISP	Various School Sites	October 29, 2014		16/1	
Varela, Jessica	After-School ISP	Various School Sites	October 29, 2014		16/1	
Vega, Daniel	After-School ISP	Various School Sites	October 29, 2014		16/1	
Velasquez, Maricela	After-School ISP	Various School Sites	October 29, 2014		16/1	
Velez, Wendy	After-School ISP	Various School Sites	October 29, 2014		16/1	
Villega, Adelaida	After-School ISP	Various School Sites	October 29, 2014		16/1	
Visoso, Janet	Fd. Svc. Wkr.	Villa	October 29, 2014		11/1	
Vizcarra, Malyssa	After-School ISP	Various School Sites	October 29, 2014		16/1	
Webb, Allyson	After-School ISP	Various School Sites	October 29, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
William, Jasmine	After-School ISP	Various School Sites	October 29, 2014		16/1	
Zamani, Mena	After-School ISP	Various School Sites	October 29, 2014		16/1	
PROMOTIONAL APPOINTMENTS						
Chavez Montero, Jesus	From SSP Sp. Ed. to Instr. Asst. Sev. Dis.	From Century to McFadden	October 13, 2014		20/3	
Mejia, Josefina	From Fd. Svc. Spvr. HS to Fd. Svc. Fld. Spvr.	From Segerstrom to Nutrition Services	October 29, 2014		37/4	
ADJUSTMENT OF WORKING ASSIGNMENT						
Sanchez, Brenda	Fd. Svc. Wkr.	Nutrition Services	October 28, 2014		11/5	From 3.5 hours to 6.5 hours
ADJUSTMENT OF WORKING ASSIGNMENT (Continuation)						
Saucedo, Guadalupe	Fd. Svc. Wkr.	Lowell	October 22, 2014		11/6	From 11:15 to 11:30

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)						
Cregut-Gonzalez, Shanee	Sr. Fd. Svc. Wkr.	Nutrition Services	September 23, 2014	November 28, 2014	13/6	
Dorado, Raul	Rv. Ld. Custodian	Bldg. Svcs.	October 1, 2014	October 31, 2014	28/5 + Diff.	
Escobedo, Angel	Sr. Groundskeeper	Bldg. Svcs.	September 1, 2014	October 31, 2014	30/5	
Flores, Beatriz	Sr. Fd. Svc. Wkr.	Nutrition Services	September 23, 2014	October 13, 2014	13/6	
Gonzalez, David	Plant Custodian Elem.	Bldg. Svcs.	October 1, 2014	October 31, 2014	28/4	
Hernandez, Alvaro	Plant Custodian Elem.	Bldg. Svcs.	September 22, 2014	October 17, 2014	28/5	
Mendoza, Dolores	Sr. Fd. Svc. Wkr.	Nutrition Services	September 23, 2014	October 13, 2014	13/6	
Mojica, Rita	Sr. Fd. Svc. Wkr.	Nutrition Services	September 23, 2014	October 13, 2014	13/6	
Morales, Guillermina	Sr. Fd. Svc. Wkr.	Nutrition Services	October 1, 2014	October 21, 2014	13/6	
Nieto, Cesar	Rv. Ld. Custodian	Bldg. Svcs.	October 1, 2014	October 31, 2014	28/5 + Diff.	
Penalosa, Ruby	Sch. Acct. Clk.	Godinez	September 23, 2014	October 24, 2014	25/4	
Perez, Juan	Plant Custodian HS	Bldg. Svcs.	October 1, 2014	October 31, 2014	35/2	
Ramirez, Noelia	Sr. Fd. Svc. Wkr.	Nutrition Services	September 23, 2014	November 28, 2014	13/6	
Saldana, Carmen	Fd. Svc. Spvr. Elem.	Nutrition Services	October 1, 2014	November 28, 2014	15/3	
Valencia Lopez, Karina	Sr. Fd. Svc. Wkr.	Nutrition Services	September 2, 2014	September 22, 2014	13/6	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - October 28, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ACTIVITY SUPERVISORS						
Cabrera, Valeria	Activity Supervisor	Heninger	October 20, 2014		10/1	
Cochran, Elizabeth	Activity Supervisor	Wilson	October 9, 2014		10/1	
Cruz, Ana	Activity Supervisor	Sepulveda	October 16, 2014		10/1	
Erazo de Solano, Daisy	Activity Supervisor	Carr	October 20, 2014		10/1	
Infante Rodriguez, Hortencia	Activity Supervisor	Edison	October 10, 2014		10/1	
Lopez de Frias, Irma	Activity Supervisor	Thorpe	October 17, 2014		10/1	
Luna, Julia	Activity Supervisor	Sepulveda	October 8, 2014		10/1	
Mora, Guadalupe	Activity Supervisor	Washington	October 20, 2014		10/1	
Perales, Analicia	Activity Supervisor	Washington	October 8, 2014		10/1	
Pivaral Gonzalez, Lidia	Activity Supervisor	Heninger	October 14, 2014		10/1	
Retana, Delia	Activity Supervisor	Chavez	October 8, 2014		10/1	
Rodriguez, Jacquelin	Activity Supervisor	Sepulveda	October 20, 2014		10/1	
Salas De Botello, Lourdes	Activity Supervisor	Esqueda	October 8, 2014		10/1	
Solorzano, Virginia	Activity Supervisor	Carver	October 17, 2014		10/1	
HOURLY						
Allison, Chantelle	Instr. Provider	Lathrop	October 13, 2014		16/1	
Bokhari, Mursal	Instr. Provider	Lathrop	October 10, 2014		16/1	
Devera, Glycerine	Instr. Provider	Lathrop	October 14, 2014		16/1	
Gonzalez, Adrianna	Instr. Provider	MacArthur	October 20, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY (Continuation)						
Gonzalez, Noemi	Instr. Provider	MacArthur	October 13, 2014		16/1	
Gutierrez, Jose	Instr. Provider	Middle College	October 17, 2014		16/1	
Hinkle, Olivia	Instr. Provider	Villa	October 14, 2014		16/1	
Luevano, German	Instr. Provider	Mendez	October 9, 2014		16/1	
Martinez, Alicia	Instr. Provider	Willard	October 13, 2014		16/1	
Miranda Osornio,						
Giovanna	Instr. Provider	Segerstrom	October 10, 2014		16/1	
Nelsen, Robert	Instr. Provider	Lathrop	October 14, 2014		16/1	
Osorio Elizondo,						
Andres	Instr. Provider	Lathrop	October 10, 2014		16/1	
Plass, Tyler	Instr. Provider	Lathrop	October 13, 2014		16/1	
Rios, Mayra	Instr. Provider	Spurgeon	October 14, 2014		16/1	
Scherer, Andrew	Instr. Provider	Spurgeon	October 14, 2014		16/1	
SUBSTITUTES						
Carrillo, Claudia	Clerical		October 15, 2014		20/1	
Choi, Eunice	Child Dev. Teacher		October 7, 2014		\$105	
Correa, Susan	Clerical		October 7, 2014		20/1	
Diaz, Dulce	Clerical		October 8, 2014		20/1	
Garcia, Jorge	Fd. Svc. Wkr.		September 22, 2014		11/1	
Huckabey, Carmen	Child Dev. Teacher		October 13, 2014		\$105	
Huynh Marzan, Hannah	Fd. Svc. Wkr.		September 29, 2014		11/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
 Board Meeting - October 28, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SUBSTITUTES (Continuation)						
Iglesias, Laura	Clerical		October 7, 2014		20/1	
Ramirez, Alyssa	Child Dev. Teacher		October 13, 2014		\$105	
Roacho, Connie	Clerical		October 15, 2014		20/1	
Verduzco Contreras, Gabriela	Fd. Svc. Wkr.		October 17, 2014		11/1	

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

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
After School Personal Support Group Extra Duty	Century	General Fund		October 29, 2014
AVID Tutors (Ratification)	Spurgeon	LCAP/LCFF Supplemental Concentration/AVID	\$21,000	October 15, 2014
AVID Tutors (Ratification)	Valley	AVID/General Fund	\$75,000	September 2, 2014
Childcare (Ratification)	Middle College	WASC	\$200	October 3, 2014
Childcare and Student Supervision for Parent Meetings and Training	Martin	Unrestricted Discretionary Accounts	\$1,000	October 29, 2014
Classified Extra Duty Assignments	Fremont	General Fund	\$3,000	October 29, 2014
Classified Extra Duty - Computer Technician (Ratification)	Willard	Title I	\$5,000	August 1, 2014
District Safety Officer Extra Duty	MacArthur	General Fund	\$600	November 3, 2014
Early Childhood Education Program	Educational Services	Title I	\$2,000	October 29, 2014
Early Childhood Education Program	Educational Services	Title I	\$2,000	October 29, 2014
Early Childhood Education Program	Educational Services	Title I	\$7,000	October 29, 2014
Early Childhood Education Program	Educational Services	Title I	\$1,000	October 29, 2014
Extra Duty Assignment	Lincoln	Unrestricted Discretionary Accounts	\$2,000	October 28, 2014
Extra Duty - Computer Lab	Greenville	Title I	\$300	October 29, 2014
EL Literacy Support	Garfield	Title I	\$6,000	October 29, 2014
Intervention for English Learners	Muir	Discretionary	\$6,000	October 29, 2014
IPT Testing	English Learner Programs & Student Achievement	Title III	\$3,000	November 19, 2014
Kindergarten Detail Process	Greenville	General Fund	\$600	January 15, 2015

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

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
LCAP - Activity Supervisors	Communication Office/Community Relations Office	LCAP	\$7,500	October 29, 2014
LCAP - Custodial Services	Communication Office/Community Relations Office	LCAP	\$7,500	October 29, 2014
LCAP - Office Assistants/Clerical Support	Communication Office/Community Relations Office	LCAP	\$7,500	October 28, 2014
LCAP - Learning Innovations with Technology/Technology Innovation Services	Communication Office/Community Relations Office	LCAP	\$7,500	October 29, 2014
LCAP - Translators/Interpreters	Communication Office/Community Relations Office	LCAP	\$7,500	October 29, 2014
Paraprofessionals/Translators	Lincoln	Unrestricted Discretionary Accounts	\$4,500	November 19, 2014
Site Clerk Extra Duty (Ratification)	Fremont	General Fund	\$1,560	September 17, 2014
Student Achievement Monitoring/Differentiated Instruction	Muir	Discretionary	\$4,000	October 29, 2014
Supervision for Parent Workshops	Pio Pico	Title I	\$4,000	October 29, 2014
Translation, Communication, Intervention, Assessment, Parent Support	Martin	Unrestricted Discretionary Accounts	\$1,500	October 29, 2014
Translation, Communication, Intervention, Supervision, Assessment, and Parent Support	Martin	Unrestricted Discretionary Accounts	\$1,500	October 29, 2014

Minutes
October 28, 2014

**AGENDA ITEMS REQUESTS
CLASSIFIED**

2014-15 School Year

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Translation for Parent Conference	Greenville	Title I	\$600	October 29, 2014
Translator (Ratification)	Middle College	WASC	\$500	October 3, 2014
Visual Performing Arts Stage Manager Extra Duty	MacArthur	General Fund	\$500	November 3, 2014
Visual Performing Arts Stage Manager Extra Duty	Willard	General Fund	\$500	October 29, 2014

RESOLUTION NO. 14/15-3032

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

DENYING CHARTER SCHOOL PETITION FOR
21ST CENTURY GLOBAL ACADEMY

WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is required to review and consider authorization of charter schools; and

WHEREAS, in January of 2012 a charter petition was submitted to the SAUSD Governing Board proposing the 21st Century Global Academy, which charter petition was processed by the District in accordance with the Charter Schools Act of 1992. During that process, the District Governing Board held a public hearing on the provisions of the Charter, at which public hearing only the petitioners spoke in favor of the Charter and no evidence of parent/guardian or student interest in attending the proposed charter school was presented. After the petitioners received a copy of the District administrative staff's recommendation that the charter be denied, including a proposed resolution of denial setting forth a number of factual findings specific to that charter petition supporting denial, the petitioners withdrew the charter from further consideration by the SAUSD Governing Board; and

WHEREAS, in September of 2013 a second charter petition was submitted to the SAUSD Governing Board proposing the 21st Century Global Academy, which charter petition was processed by the District in accordance with the Charter Schools Act of 1992. During that process, the District Governing Board held a public hearing on the provisions of the Charter, at which public hearing only the lead petitioner, a potential teacher at the school, and one parent spoke in favor of the Charter and no other evidence of parent/guardian or student interest in attending the proposed charter school was presented; and

WHEREAS, at the SAUSD Governing Board's meeting of November 12, 2013, the Governing Board denied the charter and adopted Resolution Number 13/14-2986, which was more than 10 pages long, and set forth detailed factual findings specific to that charter petition supporting three of the statutory findings for denial; and

October 28, 2014

1 **WHEREAS**, on or about August 19, 2014, the petitioners delivered to the
2 District office a third charter petition ("Charter") for 21st Century Global Academy
3 ("21st CGA" and/or "Charter School"); and
4

5 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was
6 brought to the District Governing Board meeting of September 9, 2014, at which time
7 it was received by the District Governing Board, thereby commencing the timelines
8 for District Governing Board action thereon; and
9

10 **WHEREAS**, a public hearing on the provisions of the 21st CGA Charter was
11 conducted on September 23, 2014, pursuant to Education Code Section 47605, at which
12 time the District Board considered the level of support for this Charter by
13 teachers employed by the District, other employees of the District, and parents;
14 and
15

16 **WHEREAS**, at the public hearing only two petitioners spoke in favor of the
17 Charter and no other evidence of parent/guardian or student interest in attending
18 the proposed charter school was presented with the charter petition or at the
19 public hearing; and
20

21 **WHEREAS**, the Charter proposes a kindergarten through twelfth grade program,
22 commencing with a kindergarten through seventh grade program and adding a grade
23 level each year until all grade levels are served, with an initial enrollment of
24 214 students and 430 students in the fifth year of operation; and
25

26 **WHEREAS**, in reviewing the Petition for the 21st CGA Charter, the Governing
27 Board has been cognizant of the intent of the Legislature that charter schools are
28 and should become an integral part of the California educational system and that
29 establishment of charter schools should be encouraged; and
30

31 **WHEREAS**, in reviewing the Petition for the 21st CGA Charter, the Governing
32 Board has been cognizant of Education Code Section 47605(h) which provides
33 (emphasis added):
34

35 In reviewing petitions for the establishment of charter
36 schools within the school district, the governing board of
37 the school district shall give preference to petitions that
38 demonstrate the capability to provide comprehensive
39 learning experiences to pupils identified by the petitioner
40 or petitioners as academically low achieving pursuant to

1 the standards established by the department under ~~September~~ 28, 2014
2 54032, as it read before July 19, 2006.
3

4 **WHEREAS**, the District staff, working with an independent evaluator and
5 District legal counsel, have for the third time reviewed and analyzed all of the
6 information received with respect to the Charter, including information related to
7 the operation and potential effects of 21st CGA, and made a recommendation to the
8 District Governing Board that the 21st CGA Charter be denied based on that review;
9 and
10

11 **WHEREAS**, the District Governing Board has fully considered the Charter
12 submitted for the establishment of 21st CGA and the recommendation provided by
13 District staff; and
14

15 **WHEREAS**, the District Governing Board specifically notes that SAUSD has
16 expended extensive District time and fiscal resources in processing, considering,
17 and acting upon three separate charter petitions for 21st CGA, only to find each
18 time that the proposed 21st CGA Charter is inconsistent with sound educational
19 practice, and that the petitioners have failed to address the most fundamental
20 educational defects in the proposal, despite extensive findings by the SAUSD
21 Governing Board regarding the nature of the omissions and defects in the prior
22 versions of the Charter; and
23

24 **WHEREAS**, the SAUSD Governing Board specifically notes that this Resolution
25 No. 14/15-3032 does not include findings relative to each and every defect in the
26 Charter submitted, but is limited to a few significant issues in the Charter.
27 SAUSD does not believe it is necessary to expend further SAUSD resources providing
28 additional detailed findings relative to the Charter. Not only are the findings
29 set forth herein legally sufficient to support the SAUSD Board's denial of the
30 Charter, but also because it is imperative, should these petitioners ever decide to
31 propose another charter, either to SAUSD or elsewhere, that such petition establish
32 that the petitioners themselves have the knowledge, understanding, and expertise
33 necessary both to write an educationally, fiscally, and practically sound charter
34 petition and to open and operate a sound charter school, not just respond directly
35 to findings of this Board;
36

37 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**
38

- 39 I. That the Governing Board of SAUSD finds the above listed recitals to be true
40 and correct and incorporates them herein by this reference.

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1 II. That the Governing Board, having fully considered and evaluated the Petition
2 for the establishment of the proposed 21st Century Global Academy, hereby
3 finds that it is not consistent with sound educational practice, based upon
4 grounds and factual findings including, but not limited to, the following,
5 and hereby denies the renewal pursuant to Education Code Section 47605:
6

7 A. The Charter School presents an unsound educational program for the
8 pupils to be enrolled in the Charter School. [Education Code Section
9 47605(b)(1)]
10

11 B. The petitioners are demonstrably unlikely to successfully implement the
12 program set forth in the petition. [Education Code Section
13 47605(b)(2)]
14

15 C. The petition does not contain reasonably comprehensive descriptions of
16 all of the required elements. [Education Code Section 47605(b)(5)]
17

18 III. That the Governing Board of the Santa Ana Unified School District hereby
19 determines the foregoing findings are supported by specific facts, including
20 but not limited to the following:
21

22 A. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE
23 PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section
24 47605(b)(1)]
25

26 When the SAUSD Board denied the previous charter submitted proposing
27 this school, it adopted numerous factual findings supporting the
28 finding that the charter as then proposed presented an unsound
29 educational program for the pupils to be enrolled at the proposed
30 school, and included specifics, including clear examples of the defects
31 in the charter.
32

33 Surprisingly, petitioners made few substantive changes to the basic
34 description of the educational program in this version of the 21st CGA
35 Charter, nor did they remedy these fundamental defects in the
36 description of the proposed educational plan and program which had
37 previously been pointed out by the District. As with the prior
38 versions, the Charter is full of grandiose verbiage, but there is
39 little actual detail or evidence of 21st CGA's ability to create an
40 innovative learning environment. A large amount of what is presented

1 in the Charter is too general, is clearly cut and ~~October 28, 2014~~
2 sources, or lacks cohesion.

3
4 The Petitioners appear to be overly-reliant on lessons pulled from the
5 Internet, websites, and online instruction to provide both the content
6 and the structure. While online instruction, texts and their
7 accompanying activities and tests do provide some structure and
8 content, the Petitioners have not convinced the District that they are
9 capable of providing a sound educational program. They have only
10 provided photocopies of largely copyrighted lessons and guidebooks,
11 lessons pulled from websites, one paragraph glimpses of the Common Core
12 State Standards and one-paragraph course descriptions. There are no
13 examples of original teacher products, such as sample lesson plans,
14 portfolios, rubrics, measurements, or examples of original project-
15 based lessons. This is particularly surprising because the two lead
16 petitioners are teachers, and thus should have no difficulty producing
17 original sample lessons, with related rubrics and project-based
18 activities. To establish that the petitioners can succeed in educating
19 students in kindergarten through twelfth grades using the techniques
20 described in the Charter, the Petitioners should have at a minimum
21 included some original instructional work with the Charter.

22
23 The fact that the petitioners can transfer information from websites to
24 their petition or photocopy copyrighted work, does not assure the
25 District that they have the capacity to offer a sound educational
26 program that successfully teaches the standards and curricula copied
27 from the various sources. No matter how well-written some of the
28 examples from various Internet sources are, simply putting various
29 examples of copyrighted curricula in the Appendices does not
30 demonstrate the petitioners' capacity to integrate these out-of-context
31 lessons into a complete and measurably successful K-12 curriculum.

32
33 Overall, the description of the proposed education program continues to
34 fail to indicate that 21st CGA would be successful. It possesses
35 neither the depth nor breadth that is expected of an effective
36 educational program and it is substantially lacking in detail,
37 coherence, and original thought that would demonstrate the makings of a
38 successful educational program.

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B.

THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE PROGRAM SET FORTH IN THE PETITION. [Education Code Section 47605(b)(2)]

1. The Charter specifies that 21st CGA will be operated by Future Global Scholars Foundation, Inc. ("FGSF"), a California nonprofit public benefit corporation. Multiple ongoing reviews of the California Secretary of State's website by District representatives have consistently established that FGSF is "FTB suspended." Thus, FGSF's powers, rights, and privileges, including the right to use the name Future Global Scholars Foundation, Inc., were suspended or forfeited in California by the Franchise Tax Board for failure to meet tax requirements. Because the corporation is suspended, FGSF currently cannot operate in California. As such, FGSF should not have even taken the actions necessary to submit the Charter to the District for consideration, and it is prohibited from operating a public charter school in California at this time. As such, no Charter can be granted to this suspended corporate entity.

Moreover, the fact that the petitioners failed to correct the errors and omissions that led to the suspension before or during the charter review process is indicative of a lack of care and/or knowledge with regard to its current operations and its obligations as a California entity. The District finds these issues not only problematic given the current ban on FGSF's operations, but also troubling with regard to its proposed future operations and its reliability, responsibility, knowledge, and capacity to operate as proposed in the Charter and in accordance with law. Even were FGSF to cure the issues which led to its suspension and be reinstated to operate within California in the future, the submittal of this Charter to the District by a suspended corporation would continue to cause the District concern regarding any request to operate a charter school in the future.

Additionally, while the Charter states that FGSF is "a duly constituted California 501(c)(3) nonprofit benefit corporation," these statements are inaccurate. A recent search of the Internal Revenue Service's website establishes that FGSF does not have

1 501(c)(3) nonprofit status. Further, the California Franchise
2 Tax Board's website specifies that FGSP, even had it not been
3 suspended, is "nonexempt," thus it is not a tax exempt nonprofit.
4

5 2. There is no indication of parent/guardian or student interest in
6 and support for the 21st CGA proposal. The SAUSD Board has now
7 conducted three public hearings on this Charter proposal, and
8 only one parent has spoken at one of those three hearings in
9 favor of the Charter. The petitioners have obviously been
10 working on this proposal and attempting to make this school a
11 reality for at least a few years, but have not been able to
12 demonstrate an actual desire for the proposed school by
13 parents/guardians and students. The Charter includes no parent
14 signatures of support or any other indicia of interest in and/or
15 support for the Charter, despite the Charter and petitioners'
16 statements at the public hearing that their target student
17 population is from a distinct geographic area within the
18 District. At the public hearing, the petitioners stated that
19 they had conducted community meetings at which they garnered
20 significant parent support, although they also indicated that
21 they had perhaps 40 interested parents/guardians. Given a
22 proposed initial enrollment of 214 students, even 40 interested
23 students is relatively small. Moreover, the petitioners provided
24 no evidence of such interest other than their own self-serving
25 statements. The school is not viable without an adequate student
26 population to sustain it both fiscally and educationally.
27

28 3. The fact that these petitioners have now submitted essentially
29 the same educational program to the District three times, and
30 have failed substantively to address the extensive and
31 fundamental defects in the description of the educational
32 program, despite receiving findings and guidance on these issues
33 from the District, establishes that they are demonstrably
34 unlikely to successfully implement the proposed educational
35 program. This would continue to be true even were the
36 petitioners to submit a revised charter in the future that may
37 appear to address these concerns on the face of the document,
38 because any such future revisions would clearly be at the
39 direction of SAUSD and would not necessarily establish the
40 petitioners' actual understanding of the issues and/or experience

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and preparation successfully to implement an appropriate educational program.

While not binding on the SAUSD Board, the State Board of Education's ("SBE") regulations governing SBE consideration of charter petitions specifies that the following factor will be taken into consideration in determining whether charter petitioners are "demonstrably unlikely to successfully implement the program."

(1) If the petitioners have a past history of involvement in charter schools or other education agencies (public or private), the history is one that the SBE regards as unsuccessful, e.g., the petitioners have been associated with a charter school of which the charter has been revoked or a private school that has ceased operation for reasons within the petitioners' control.

(Cal. Code Regs., Tit. 5 § 11967.5.1(c).) The SAUSD Board finds that the petitioners' failure to effectively address the myriad concerns and defects in their charter, even those defects which were identified by SAUSD, establishes a past history of involvement in unsuccessful charter school efforts.

4. The petitioners' presentation at the public hearing demonstrated a lack of knowledge of the contents of their Charter and/or an effort by the petitioners to respond in a manner that was calculated to satisfy the members of the SAUSD Board without regard to the fact that the answers were inconsistent with the Charter itself.

Specifically, when questioned about the viability and advisability of making the teaching of Mandarin a primary focus of the proposed 21st CGA given the very high anticipated English Language Learner population, the petitioners stated that perhaps Mandarin would not be taught until high school, when students were ready for it, and attempted to explain their rationale and proposal regarding the teaching of Mandarin. One of the petitioners suggested, "You can read the petition and it will be

1 more specific." However, a review of the Charter itself
2 establishes that there is absolutely no specificity or clarity
3 regarding this proposal. The Charter states in one place that
4 Spanish and Mandarin will be taught beginning in kindergarten.
5 Another part of the Charter provides that students in
6 kindergarten through fourth will be taught Spanish, in fifth
7 through eighth they will be taught Mandarin, and in ninth through
8 twelfth students will be able to choose to continue with Spanish,
9 Mandarin, or another world language, and if they choose a
10 different language, it will be taught using Rosetta Stone or
11 similar products. This is the entirety of the description of the
12 teaching of Mandarin at 21st CGA. Thus, the Charter does not
13 answer the questions raised by the Board, is both internally
14 inconsistent and inconsistent with the statements made by
15 petitioners at the public hearing, and provides absolutely no
16 detail or specificity regarding the proposal to teach Mandarin.
17

18 Similarly, at the public hearing a Board member asked whether 21st
19 CGA would be providing transportation to students. The
20 petitioner responded that whether transportation would be
21 provided would depend on where the students live. The Charter,
22 however, specifies that 21st CGA will provide transportation only
23 to students for whom it is required pursuant to their IEP,
24 otherwise transportation is the responsibility of the
25 parents/guardians. Thus, the petitioner's response to the Board
26 member's question at the public hearing was entirely inconsistent
27 with the terms of the Charter she was requesting that the Board
28 approve.
29

- 30 3. The cash flow budget provided by 21st CGA is unreadable and the
31 lead petitioner herself stated that she has access to it only in
32 PDF format, and as a result, the District finds that the
33 submitted cash flow budget is unacceptable and unworkable. The
34 cash flow document attached to the Charter is in minute and
35 colored print that is completely unreadable. Upon determining
36 that the District could not read the document, on September 4,
37 2014, the District contacted the lead petitioner, explained the
38 concern, and requested a new, legible version of the cash flow
39 budget. The petitioner resent an unreadable document, which the
40 District again explained was unreadable. The District requested

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1 the document in Excel format, or at least that the petitioners
2 adjust the font to make it readable, and that the petitioner
3 confirm its legibility prior to sending it to the District. The
4 petitioner responded that she had the budget document for the
5 charter school she is proposing only in PDF format, and suggested
6 that the District adjust the view percentage in reviewing the
7 document electronically in order to make it legible. The
8 District explained that adjusting the percentage view
9 electronically made it slightly more readable, but did not fully
10 resolve that issue. Furthermore, it did nothing to address the
11 illegibility when the document was printed or copied, which is
12 naturally necessary in order for the entire SAUSD team, including
13 the Board members, to consider and act on the Charter. The
14 District received no response from the petitioner, and the
15 petitioner never provided a legible version of the required cash
16 flow budget.

17
18 Because the petitioner failed to provide the required cash flow
19 budget in a legible format, despite multiple requests from the
20 District, the Charter does not meet the minimum requirements for
21 submittal of a charter for SAUSD Board consideration. The
22 illegible cash flow document, naturally, has not been analyzed by
23 the District, and the District therefore cannot determine that it
24 is accurate or workable.

25
26 Additionally, the District is troubled both by the lack of
27 responsiveness on the part of the petitioners to this simple
28 request that they comply with the mandatory submittal
29 requirements for a charter, and the fact that the petitioners
30 stated that they have access only to a PDF version of their own
31 budget documents. Charter schools that operate under the
32 oversight of SAUSD are statutorily required to
33 promptly respond to all reasonable inquires, including, but not
34 limited to, inquiries regarding its financial records, from its
35 chartering authority" (Ed. Code § 47604.3.) Obviously,
36 a request that a submitted financial record be legible is
37 "reasonable." When the petitioners are unwilling or unable to
38 respond properly to such a request during the consideration of
39 their Charter proposal, it bodes ill for both their
40 responsiveness should their Charter be approved and the overall

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relationship they would maintain with the District, as their oversight agency.

Furthermore, budget documents, especially for a school that has not yet been approved, enrolled students, or opened its doors, must be working documents that can be changed and updated based on changing circumstances. For the petitioners to specify that they do not have access to their own budget documents in anything but PDF format - which prevents them from changing even the font size, much less the actual budget assumptions and numbers - establishes that they are unprepared to operate an actual public school budget. Even if the petitioners plan to work with a contracted service provider on budget matters, the school itself would need to maintain ultimate control over its budget and budget documents, and certainly would be expected to have an adequate relationship with such a service provide that obtaining a revised version of a budget document would be a simple and quick process. For some reason, however, the petitioners in this case seem to have absolved themselves of any control over or responsibility for their own budget documents.

C. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b)(5)]

1. DESCRIPTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL. [Ed. Code §47605(b)(5)(A)(i)]

All of the above-described concerns regarding the unsoundness of the educational program and the inadequacy of the Charter's description thereof are hereby incorporated herein by this reference.

2. GOVERNANCE STRUCTURE OF THE SCHOOL. [Ed. Code §47605(b)(5)(D).]

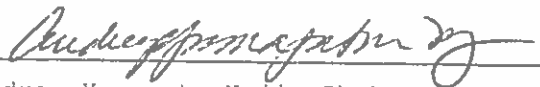
All of the above-described concerns regarding the corporate status and structure of FGSF, including the fact that the corporation has been suspended and does not have either federal or state tax exempt status, are hereby incorporated herein by this reference.


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1 IV. The petitioners' have demonstrated disregard for the findings made by the
2 District in reviewing their various charter submissions and a lack of
3 responsiveness in effectively addressing the defects and presenting a sound
4 educational program. Thus, they have repeatedly shown that they are
5 demonstrably unable to submit a legally sufficient charter petition and
6 further are demonstrably unlikely to successfully implement a sound charter
7 school educational program. Accordingly, in order to avoid the waste of
8 further public resources, the SAUSD Board discourages these petitioners from
9 submitting any charter proposals, whether under the name 21st CGA or
10 otherwise, to the SAUSD Governing Board in the future. Should these
11 petitioners nevertheless determine to resubmit a petition to the District,
12 the SAUSD Board expects that it will deny any such petition on the basis that
13 the petitioners are demonstrably unlikely successfully to implement the
14 program set forth in the petition and their past history of involvement in
15 unsuccessful charter school efforts.

16
17 V. That the terms of this Resolution are severable. Should it be determined
18 that one or more of the findings and/or the factual determinations supporting
19 the findings is invalid, the remaining findings and/or factual determinations
20 and the denial of the Charter shall remain in full force and effect. In this
21 regard, the District Board specifically finds that each factual
22 determination, in and of itself, is a sufficient basis for the finding it
23 supports, and each such finding, in and of itself, is a sufficient basis for
24 denial.

25
26 The foregoing resolution was considered, passed, and adopted by this Board
27 at its regular meeting of October 28, 2014.


28
29
30 By: 
31 Audrey Yamagata-Noji, Ph.D.
32 President of the Board of Education
33 Santa Ana Unified School District

34 Attest: 
35
36 Rob Richardson
37 Clerk of the Board of Education
38 Santa Ana Unified School District
39
40

1 STATE OF CALIFORNIA)
2) ss
3 ORANGE COUNTY)
4

5 I, Rob Richardson, Clerk of the Board of Education, do hereby certify that the
6 foregoing is a true and correct copy of Resolution No. 14/15-3032, which was duly
7 adopted by the Board of Education of the Santa Ana Unified School District at
8 meeting thereof held on the 28th day of October, 2014, and that it was so adopted by
9 the following vote:

10
11 AYES: Audrey Yamagata-Noji, Jose A. Hernandez, Rob Richardson, and John Palacio
12 NOES: Cecilia Iglesias
13 ABSENT: -0-
14 ABSTENTIONS:

15
16 By 
17 Rob Richardson
18 Clerk of the Board of Education
19 Santa Ana Unified School District
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SANTA ANA UNIFIED SCHOOL DISTRICT

POSITION CONTROL SUPERVISOR

JOB SUMMARY:

Under the direction of the Deputy Superintendent/Executive Director of Business Operations and/or designee, this position performs a variety of complex technical and specialized functions in support of the District's position control, including position classification, document tracking and processing, database management, position related budget management, records management, and other functions.

The Position Control Supervisor reviews and monitors District staffing requests for compliance with authorized budget allocations; manages, maintains and acts as a liaison for the personnel position control system and the human resources department regarding approved positions for recruitment; maintains a coordinated relationship with payroll and budget in the development of budget projections and budget maintenance in relationship to staffing; provides accurate analysis and projections for negotiations; assists in the development of policies and procedures relating to the improvement of the position control system.

REPRESENTATIVE DUTIES:

- Performs a wide variety of specialized and responsible position control functions related to employment processing, status changes and separation; provides information and assistance in person or on the telephone to District staff regarding a variety of position control policies and procedures. **E**
- Coordinate the maintenance of District staffing allocation sheets and dashboards of staffing by site and department. Ensure accurate maintenance of authorized FTE for staffing by site. **E**
- Prepares materials and assists in Classified and Certificated negotiations as related to layoffs, staffing, transfers, and the effects of layoffs. **E**
- Responsible for working with the Technology department to updates, modify, and enhance the position control and interface HR modules within the business system. **E**
- Train personnel staff, site administrators, managers, and other staff as applicable in operating and generating reports from the position control and HR module of the financial system. **E**

POSITION CONTROL SUPERVISOR (CONTINUED)**REPRESENTATIVE DUTIES:** (Continued)

- Participates in the budget process; ensures that all positions budgeted are also appropriately entered in the position control system; ensures changes made to positions during the budget process are updated in the budget system; generates reports to verify employees and positions are assigned to the appropriate school site or department in the position control system. **E**
- Receive, review and process all requests for new positions, changes in hours/FTE, and changes in account codes within the position control system. Reviews and processes status notices in a timely manner; calculates the cost of the change; ensures all appropriate approvals are received; notifies schools/departments of approvals. **E**
- Establish and maintain communication with supervisors, principals, and directors to ensure accuracy of staffing funding sources. **E**
- Design and develop reports to extract data from the position control and HR module to ensure accuracy of data input and maintenance. **E**
- Responsible for the creation and maintenance of all essential master tables, salary schedules, and work calendars in coordination with the Human Resources department for all position control and HR modules. **E**
- Audit and ensure that proper and valid account codes are utilized for all prime and extra duty assignments in the position control and payroll modules of the financial system. **E**
- Prepare, review and verify financial statements and related summaries regarding personnel costs and trends. **E**
- Analyze data, checking for accuracy, and making adjustments as necessary. **E**
- Perform related functions as assigned.

KNOWLEDGE AND ABILITIES:**Knowledge of:**

- Principles and practices of position control management.
- Classified and certificated bargaining agreements.
- Payroll processing.
- Application of employee statutory benefits.
- Applicable sections of State Education Code.
- District administrative procedures and practices.

POSITION CONTROL SUPERVISOR (CONTINUED)

KNOWLEDGE AND ABILITIES: (Continued)

Knowledge of: (Continued)

- Principles & practices of administration, supervision and training.
- Complex accounting and budgeting functions.
- Principles and practices of sound business communication; correct English usage, grammar, spelling, punctuation and vocabulary.
- District budget management and associated timelines.

Ability to:

- Understand and follow oral and written directions.
- Perform double entry bookkeeping.
- Function within appropriate line-staff relationships.
- Establish and maintain effective working relationships with others.
- Work confidentially with discretion.
- Use tact and diplomacy in dealing with sensitive situations and concerned people and customers.
- Lift moderately heavy objects.
- Train and supervise business and management personnel.
- Initiate and check records with accuracy and speed.
- Prepare clear, concise and accurate correspondence, reports and other written materials.
- Communicate effectively both orally and in writing.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Bachelor's degree from a recognized four-year college or university with a major in business administration, accounting, finance, public administration or closely related field. Coursework in computer science and computer applications is highly desirable.

At least three years of increasingly responsible experience in performing highly complex technical functions with position control and business operation systems ideally in a governmental or school district setting. Experience in application of software programs in word processing, spreadsheets and databases is required with experience in Oracle software highly desired.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

POSITION CONTROL SUPERVISOR (CONTINUED)

WORKING CONDITIONS:

Environment:

- Office environment.
- Frequent interruptions
- Driving a vehicle to conduct work.

Physical abilities:

- Hearing and speaking accurately to exchange information in person or on the telephone.
- Seeing to read and prepare various materials.
- Lifting, carrying, pushing or pulling moderately heavy objects.
- Seeing to read a variety of materials and drive a vehicle.
- Reaching over head, above the shoulders and horizontally.
- Sitting or standing for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard.
- Bending at the waist, kneeling or crouching.
- Lifting or moving objects, normally not exceeding twenty (40) pounds.

Hazards:

- Extended viewing of computer monitor.
- Working around and with office equipment having moving parts.

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: October 28, 2014

**RESOLUTION NO. 14/15-3034
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

**LOCAL RESERVES CAP
SB 858, SECTION 27/CALIFORNIA EDUCATION CODE 42127.01**

WHEREAS, the Board of Education (Board) of the Santa Ana Unified School District (District) have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

WHEREAS, the Board is responsible for maintaining fiscal solvency of the school systems they govern; and

WHEREAS, the Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English Learners, from low income households and who are Foster Youth; and

WHEREAS, funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and disciplined planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, District reserve levels, as well as fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, the statutory minimum for District reserves for economic uncertainties ranges from 1 to 5 percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, prudent budgeting raises expectations for districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the District currently maintains a reserve of approximately 4.9% for purposes of Local Control Accountability Plan (LCAP) implementation, impacts of the Affordable Care Act, mitigation of declining student enrollment, emergency repairs and safety issues, response to new legislation (i.e. sick leave for substitutes, etc.), fluctuations in state and Federal revenue; and

WHEREAS, on June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10, and

1 **WHEREAS, SB 858, Sec. 27 Education Code 42127.01, will become operative should voters**
2 **pass Proposition 2 on the November 2014 state ballot, and will require school districts to spend their**
3 **assigned and unassigned account balances down to no more than two to-three times the minimum level**
4 **of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year**
5 **following the fiscal year in which the State of California makes a payment of any amount to the Public**
6 **School System Stabilization Account; and**

7
8 **WHEREAS, under SB 858 this provision, a deposit by the State of California of even \$1 to the**
9 **Public School System Stabilization Account would result in school districts throughout California**
10 **having to spend down billions of dollars in their reserves and ending balances; and**

11
12 **WHEREAS, It could take many years for the State of California to build up an adequate Public**
13 **School System Stabilization Account; yet, in one year, school districts would be forced to spend down**
14 **their reserves and ending balances to levels that could jeopardize fiscal solvency; and**

15
16 **WHEREAS, The LCFF is not fully implemented, many school districts are still funded below**
17 **their 2007-08 levels, and districts cannot survive another downturn without fiscally responsible reserves;**

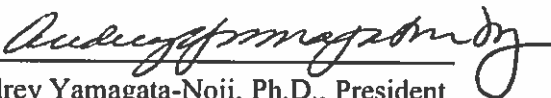
18
19 **NOW THEREFORE, BE IT RESOLVED, that the Board of Education of the Santa Ana**
20 **Unified School District calls upon the Legislature and the Governor to repeal the language contained in**
21 **Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.**
22

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

25
26 AYES: Audrey Yamagata-Noji, Jose A. Hernandez, Rob Richardson, John
27 NOES: -0- Palacio, and Cecilia Iglesias
28 ABSENT: -0-

29 STATE OF CALIFORNIA)
30) SS:
31 COUNTY OF ORANGE)
32
33

34 I, Audrey Yamagata-Noji, Ph.D., President to the Board of Education of the Santa Ana Unified
35 School District of Orange County, California, hereby certify that the above and foregoing Resolution
36 was duly adopted by the said Board at a regular meeting properly noticed and held on the 28th day of
37 October 2014 and passed by a vote of 5-0 of said Board.
38
39

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41 
42 Audrey Yamagata-Noji, Ph.D., President
43 Board of Education of the
44 Santa Ana Unified School District
45

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **2013-14 Annual Report for Williams Settlement Legislation**

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 report to the Board of Education the results of the site reviews pursuant to the Williams Settlement Legislation. To ensure compliance, the Orange County Department of Education (OCDE) is charged with the responsibility to conduct site reviews at decile 1-3 schools based on the 2009 Academic Performance Index and schools participating in the Quality Education Investment Act (QEIA) program. In addition, the OCDE requires that school districts report OCDE's annual report of findings at a regularly scheduled meeting in November.

The OCDE has completed its annual report for fiscal year 2013-14 to provide the aggregate findings for the District. This data has been submitted in previous quarterly reports.

- **Textbooks/Instructional Materials:** Schools were evaluated to have sufficient textbooks and instructional materials.
- **Facilities:** The safety, cleanliness, and adequacy of school facilities were reviewed. Any deficiencies were reported to school administrators for remediation.
- **School Accountability Reports (SARC):** SARCs were reviewed with respect to the sufficiency of instructional materials and the good repair of facilities and found to be accurate.
- **Teacher Assignments:** Teacher assignments were reviewed and found to be in compliance.
- **California High School Exit Exam (CAHSEE) Intensive Instruction and Services Program:** SAUSD has submitted all documents for 2013-14 Valenzuela review and is compliant with the terms of the Valenzuela Settlement Legislation.

RATIONALE:

School districts are required to report the overall findings for decile 1-3 and QEIA schools at a regularly scheduled meeting for the annual report pursuant to Williams Settlement Legislation.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

DH:lr

EXECUTIVE SUMMARY

Pursuant to the Williams Legislation, inspections at decile 1-3 and QEIA schools are conducted.

The Williams Legislation Annual Report for the 2013-14 school year is as follows:

- **Instructional Materials**

(Reviews conducted September 9-16, 2013)

Twenty-two schools were evaluated to have sufficient textbooks and instructional materials.

- **Facilities**

(Reviews conducted August 27 - November 19, 2013)

Twenty-two schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators for remediation.

- **School Accountability Report Cards (SARC)**

(Reviews conducted March 4, 2014)

The SARCs published in 2013-14 for the twenty-two schools evaluated were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities.

- **Teacher Assignments**

Teacher assignments were reviewed and found to be in compliance.

- **Valenzuela/CAHSEE**

Documentation regarding the extent to which eligible high school students were notified and served was collected.



Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API) for the 2013-2014 fiscal year.

INSTRUCTIONAL MATERIALS – Reviews conducted from September 9 – 16, 2013

The schools were evaluated to have sufficient textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials	Grade	Room	Materials Needed	Correction Date
Carver Elementary	September 16, 2013		NONE				
Century High	September 12, 2013		NONE				
Davis Elementary	September 16, 2013		NONE				
Garfield Elementary	September 13, 2013		NONE				
Heroes Elementary	September 16, 2013		NONE				
Hoover Elementary	September 16, 2013		NONE				
Kennedy Elementary	September 12, 2013		NONE				
Lathrop Intermediate	September 16, 2013		NONE				
Lincoln Elementary	September 13, 2013		NONE				
Lowell Elementary	September 9, 2013		NONE				
McFadden Intermediate	September 13, 2013		NONE				
Pio Pico Elementary	September 9, 2013		NONE				
Roosevelt Elementary	September 13, 2013		NONE				
Saddleback High	September 9, 2013		NONE				
Santa Ana High	September 13, 2013		NONE				
Sepulveda Elementary	September 9, 2013		NONE				
Sierra Preparatory	September 12, 2013		NONE				
Spurgeon Intermediate	September 13, 2013		NONE				
Valley High	September 13, 2013		NONE				
Walker Elementary	September 13, 2013		NONE				
Willard Intermediate	September 16, 2013		NONE				
Wilson Elementary	September 16, 2013		NONE				

¹“Sufficient instructional materials” means every pupil, including English Language Learners, has a textbook in the four core subject areas of math, English language arts, science, and history to use in class and to take home (middle and high schools include foreign language, health, and science laboratory equipment).



**Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year**

FACILITIES – Reviews conducted from August 27 – November 19, 2013

The schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Carver Elementary	November 5, 2013		NONE		
Century High	November 14, 2013		NONE		
Davis Elementary	October 31, 2013		NONE		
Garfield Elementary	November 5, 2013		NONE		
Heroes Elementary	November 5, 2013		NONE		
Hoover Elementary	October 31, 2013		NONE		
Kennedy Elementary	November 14, 2013		NONE		
Lathrop Intermediate	November 19, 2013		NONE		
Lincoln Elementary	November 7, 2013		NONE		
Lowell Elementary	November 19, 2013		NONE		
McFadden Intermediate	August 27, 2013	Theatron	Painted fiberglass panel above exterior door cracked	X	
Pio Pico Elementary	November 19, 2013		NONE		
Roosevelt Elementary	November 14, 2013		NONE		
Saddleback High	August 27, 2013	Library	Fire extinguisher not mounted in back room	X	
Saddleback High	August 27, 2013	Kitchen	Electrical panel blocked	X	
Saddleback High	August 27, 2013	Room 145, 148, and 147	Exterior wall near doorway has the outlet cover missing - exposed wires	X	
Saddleback High	August 27, 2013	Room 131	Fire extinguisher missing service tag	X	
Saddleback High	August 27, 2013	Room 611	Fire extinguisher not mounted	X	
Santa Ana High	August 27, 2013	Near 60's building	Asphalt large cracks	X	
Sepulveda Elementary	November 19, 2013		NONE		
Sierra Prep	August 27, 2013		NONE		
	October 31, 2013		NONE		



**Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year**

FACILITIES Continued

School	Review/Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Spurgeon Intermediate	November 7, 2013		NONE		
Valley High	November 7, 2013		NONE		
Walker Elementary	November 14, 2013		NONE		
Willard Intermediate	November 5, 2013		NONE		
Wilson Elementary	November 5, 2013		NONE		

²Districts are not required to report corrections to the Orange County Department of Education.

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) – Reviews conducted on March 4, 2014

The SARCs published in 2013-2014 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Materials Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Century High	March 4, 2014	Yes	N/A	Yes	N/A
Carver Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Davis Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Garfield Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Heroes Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Hoover Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Kennedy Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Lathrop Intermediate	March 4, 2014	Yes	N/A	Yes	N/A
Lincoln Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Lowell Elementary	March 4, 2014	Yes	N/A	Yes	N/A
McFadden Intermediate	March 4, 2014	Yes	N/A	Yes	N/A
Pio Pico Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Roosevelt Elementary	March 4, 2014	Yes	N/A	Yes	N/A



**Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) Continued

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Materials Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Saddleback High	March 4, 2014	Yes	N/A	Yes	N/A
Santa Ana High	March 4, 2014	Yes	N/A	Yes	N/A
Sepulveda Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Sierra Preparatory Academy	March 4, 2014	Yes	N/A	Yes	N/A
Spurgeon Intermediate	March 4, 2014	Yes	N/A	Yes	N/A
Valley High	March 4, 2014	Yes	N/A	Yes	N/A
Walker Elementary	March 4, 2014	Yes	N/A	Yes	N/A
Willard Intermediate	March 4, 2014	Yes	N/A	Yes	N/A
Wilson Elementary	March 4, 2014	Yes	N/A	Yes	N/A

TEACHER ASSIGNMENT MONITORING

Teacher assignments were reviewed and found to be in compliance.

School	Teacher Misassignments ³	English Language Learner Misassignments ⁴	Teacher Vacancies ⁵	Teacher Vacancies Filled
Century High	0	0	0	0
Carver Elementary	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



**Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year**

TEACHER ASSIGNMENT MONITORING Continued

School	Teacher Misassignments ³	English Language Learner Misassignments ⁴	Teacher Vacancies ⁵	Teacher Vacancies Filled
Saddleback High	0	0	0	0
Santa Ana High	0	0	0	0
Sepulveda Elementary	0	0	0	0
Sierra Preparatory Academy	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

³ 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.

⁴ 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.

⁵ 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)].

VALENZUELA/CAHSEE

Documentation regarding the extent to which eligible high school students were notified and served was collected.

	Class of 2012	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided	Class of 2013	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided
Number of pupils who did not pass one or both parts of the CAHSEE by the end of grade 12	215			201		
Number of pupils notified in writing by the end of each school term of the availability of services	215			201		



Orange County Department of Education (OCDE)
Williams Settlement Legislation
Annual Report for Santa Ana Unified School District
2013-2014 Fiscal Year

VALENZUELA/CAHSEE Continued

	Class of 2012	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided	Class of 2013	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided
Number of pupils who elected to receive intensive instruction and services	136			135		
Number of pupils served (unduplicated count)	124	5	4	119	1	0
Number of pupils served by type of service provided						
Diagnostic assessment						
Individual instruction in CAHSEE academic content						
Group instruction in CAHSEE academic content	X			X		
English language development for English learners geared to passage of the CAHSEE	X			X		
Instruction in test taking skills, individual or group	X			X		
Academic counseling services, individual or group	X			X		
Technology-based instruction	X			X		
Served by outside entity						
Other (list)						

Respectfully submitted,

Nicole Savio Newfield
 Administrator, School and Community Services

9/8/14

Date

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Authorization to Obtain Requests for Proposals for Wireless (WLAN) System Optimization Services

ITEM: Consent

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

PREPARED BY: Ricardo Enz, Director, Technology Innovation Services
Jonathan Geiszler, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain requests for proposal for wireless (WLAN) system optimization services.

RATIONALE:

This proposal will provide wireless (WLAN) optimization services for all District sites. This proposal addresses Wi-Fi enhancements for SAUSD that include design, configuration, measurement, performance standards and knowledge transfer.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize staff to obtain requests for proposal for wireless (WLAN) system optimization services Districtwide.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS
RECOMMENDED FOR APPROVAL - November 18, 2014

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
November 21-22, 2014 (Friday - Saturday)	Godinez Fundamental School SCVA Honor Choir Rehearsal & Performance Santa Monica High School Santa Monica	\$200.00 per student (s) (cost paid by ASB)	10	2
November 21-22, 2014 (Friday - Saturday)	Valley High School SCVA Honor Choir Rehearsal & Performance Santa Monica High School Santa Monica	\$203.00 per student (s) (cost paid by ASB)	9	2
December 29-31, 2014 (Monday - Wednesday)	Century High School Southern California High School Classic Soccer Tournament Oceanside High School Oceanside	\$35.00 per student (s) (cost paid by Athletic Program, ASB, & student)	23	4
February 2-4, 2015 (Monday - Wednesday)	Martin Elementary School 5 th Grade Science Camp Trip Camp Cedar Crest Running Springs	\$200.00 per student (s) (cost paid by donations)	80	3
February 17-20, 2015 (Tuesday - Friday)	Fremont Elementary School 5 th Grade Science Camp Trip Camp Cedar Crest Running Springs	\$260.00 per student (s) (cost paid by ASB)	55	5

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

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
April 4-11, 2015 (Saturday - Saturday)	Santa Ana High School Dance Trip Taipei American School Taipei, Taiwan	\$00.00 per student (s) (cost paid by Taipei American School)	10	1
April 7-12, 2015 (Tuesday - Sunday)	Mendez Fundamental School 8 th Grade Student Tour Smithsonian Institute, Arlington Cemetery, Mount Vernon, 911 Memorial & Museum, Greenwich Village, & more. Washington DC & New York	\$1,477.00 per student (s) (cost paid by fundraising & students)	90	9

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

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Godinez Fundamental High School's South California Vocal Association (SCVA) singers to attend the SCVA Regional Honor Choir at Santa Monica High School in Santa Monica, CA. The trip will be November 21-22, 2014.
- OVERVIEW:** Godinez Fundamental students are requesting authorization to perform at the SCVA Regional Honor Choir in Santa Monica, CA.
- RATIONALE:** Students will get an opportunity to perform music with a special guest conductor and perform with other talent musicians from all over Southern California. This trip will help to fulfill the state performing arts standards found in section 2.0 (creative expression). Students will obtain their music in advance to prepare for this event.
- PARTICIPANTS:** 10 students and 2 chaperones (certificated).
- COSTS:** \$200.00 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by student-fundraising to the ASB account and students. Also, singers must be in good standing at the school, with a minimum GPA of 2.0 and satisfactory citizenship.
- RECOMMENDATION:** Approve the request of the extended field trip for Godinez Fundamental High School SCVA singers to perform in the SCVA Honor Choir at Santa Monica High School in Santa Monica, CA on November 21-22, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Valley High School's South California Vocal Association (SCVA) singers to attend the SCVA Regional Honor Choir at Santa Monica High School in Santa Monica, CA. The trip will be November 21-22, 2014.
- OVERVIEW:** Valley High students are requesting authorization to perform at the SCVA Regional Honor Choir in Santa Monica, CA.
- RATIONALE:** Students will get an opportunity to perform music with a special guest conductor and perform with other talent musicians from all over Southern California. This trip will help to fulfill the state performing arts standards found in section 2.0 (creative expression). Students will obtain their music in advance to prepare for this event.
- PARTICIPANTS:** 9 students and 2 chaperones (certificated).
- COSTS:** \$203.00 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by student-fundraising to the ASB account and students.
- RECOMMENDATION:** Approve the request of the extended field trip for Valley High School SCVA singers to perform in the SCVA Honor Choir at Santa Monica High School in Santa Monica, CA on November 21-22, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Century High School's Boys Varsity Soccer Team to play in the Southern California High School Classic Soccer Tournament at Oceanside High School in Oceanside, CA. The trip will be December 29-31, 2014.
- OVERVIEW:** Century High is requesting authorization for their student athletes to play soccer at the Southern California High School Classic Soccer Tournament in Oceanside, CA.
- RATIONALE:** The purpose of the tournament is in preparation of the upcoming soccer season as well as to provide exposure of our players to numerous college coaches. This is one of the top high school showcase tournaments in the country.
- PARTICIPANTS:** 23 students and 4 chaperones (1 certificated and 3 classified).
- COSTS:** \$35.00 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by the Athletic Program, student-fundraising to the ASB account, and students.
- RECOMMENDATION:** Approve the request of the extended field trip for Century High School's Boys Varsity Soccer Team to play in the Southern California High School Classic Soccer Tournament in Oceanside, CA on December 29-31, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Martin Elementary Grade 5 to attend the Emerald Cove Outdoor Science Institute at Camp Cedar Crest in Running Springs, CA. The trip will be February 2-4, 2015.
- OVERVIEW:** Martin Elementary is requesting authorization for their grade 5 students to attend science camp at Camp Cedar Crest in Running Springs, CA.
- RATIONALE:** Students learn the interdependence of all living things and the importance of caring for the earth. They will have the opportunity to hike established trails, investigate geological features, observe wildlife, and compare plant adaptations. Standards-based science lessons are delivered by teachers and by camp staff.
- PARTICIPANTS:** 80 students and 3 chaperones (3 District certificated and camp staff who provide supervision in conjunction with District staff).
- COSTS:** \$200.00 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by student-fundraising to the ASB account and students.
- RECOMMENDATION:** Approve the request of the extended field trip for Martin Elementary Grade 5 to attend the Emerald Cove Outdoor Science Institute at Camp Cedar Crest in Running Springs, CA on February 2-4, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Fremont Elementary Grade 5 to attend the Emerald Cove Outdoor Science Institute at Camp Cedar Crest in Running Springs, CA. The trip will be February 17-20, 2015.
- OVERVIEW:** Fremont Elementary is requesting authorization for their grade 5 students to attend science camp at Camp Cedar Crest in Running Springs, CA.
- RATIONALE:** Students learn the interdependence of all living things and the importance of caring for the earth. They will have the opportunity to hike established trails, investigate geological features, observe wildlife, and compare plant adaptations. Standards-based science lessons are delivered by teachers and by camp staff.
- PARTICIPANTS:** 55 students and 5 chaperones (4 certificated and 1 classified).
- COSTS:** \$260.00 per student – To include lodging, meals, and travel.
- FUNDING:** Cost paid by student-fundraising to the ASB account and students.
- RECOMMENDATION:** Approve the request of the extended field trip for Fremont Elementary Grade 5 to attend the Emerald Cove Outdoor Science Institute at Camp Cedar Crest in Running Springs, CA on February 17-20, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Santa Ana High School dance students to attend the Taipei American School (TAS) in Taipei, Taiwan. The trip will be April 4-11, 2015.
- OVERVIEW:** Santa Ana High is requesting authorization for their dance students to attend TAS in Taipei, Taiwan.
- RATIONALE:** This trip will allow the Santa Ana High Dance Production students to collaborate with other dance students from Taipei, Taiwan. Santa Ana High dance students will work together with the Taipei students in creating original choreography to be performed at the conclusion of the trip. Students will take class together from a variety of teachers and share ideas about dance composition. They will have an opportunity to also travel to temples and learn about the Taipei culture and grow as both dancers and global citizens. This trip will align with all 5 dance standards: Artistic Perception, Creative Expression, Historical and Cultural Context, Aesthetic Valuing, and Connections, Relationships, and Applications.
- PARTICIPANTS:** 10 students and 1 chaperone (1 certificated).
- COSTS:** \$0.00 per student – TAS will pay lodging (staying at houses of TAS students), meals, and travel.
- FUNDING:** TAS to pay all costs.
- RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana High School dance students to attend the Taipei American School in Taipei, Taiwan on April 4-11, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Mendez Fundamental Intermediate School students to participate in the 8th Grade Student Tour to Washington D.C. and New York. The trip will be April 7-12, 2015.
- OVERVIEW:** Mendez Fundamental is requesting 8th grade students to participate in an extended field trip to Washington D.C. and New York.
- RATIONALE:** Students will get an opportunity to see their government at work in our nation's capital. Students will visit the Smithsonian Institute, Arlington Cemetery, Mount Vernon, 911 Memorial & Museum, Greenwich Village and more. This trip will help to fulfill the requirements of civic literacy and citizenship curriculum. Furthermore, the experience will enrich the lessons covered in their U.S. History, math, and language arts classes this year, promote patriotism, and leave a lasting, positive memory of their educational experience at Mendez Fundamental and the District.
- PARTICIPANTS:** 90 students and 9 chaperones (9 certificated).
- COSTS:** \$1,477.00 per student – To include tours, educational materials, lodging, meals, and travel.
- FUNDING:** Cost paid by fundraising and students.
- RECOMMENDATION:** Approve the request of the extended field trip for Mendez Fundamental Intermediate School students to participate in the 8th Grade Student Tour to Washington D.C. and New York on April 7-12, 2015.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Approval of Revised Head Start Policy Committee Bylaws

ITEM: Consent

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

PREPARED BY: Charlotte Ervin, Coordinator, Head Start

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised Head Start Policy Committee bylaws previously approved by the Board on May 22, 2012.

RATIONALE:

The Policy Committee bylaws were updated by changing the number of representatives needed to establish a quorum. As required by the Head Start Act 642 (D) (v), any changes or updates to the Policy Committee bylaws must be approved by the Policy Committee and the District Board of Education.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the revised Head Start Policy Committee Bylaws.

EXECUTIVE SUMMARY

Approval of Revised Head Start Policy Committee Bylaws:

➤ **Article VII/ Voting/ Section B/ Quorum:**

The Policy Committee bylaws were updated by changing the number of simple majority from six to seven representatives needed to establish a quorum. In the months of July, August and September the Policy Committee bylaws were updated by changing the number of simple majority from three to four representatives needed to establish a quorum. As required by the Head Start Act 642 (D) (v), any changes or updates to the Policy Committee bylaws must be approved by the Policy Committee and the District Board of Education.

SANTA ANA UNIFIED SCHOOL DISTRICT
HEAD START POLICY COMMITTEE

BY-LAWS

ARTICLE I

NAME OF ORGANIZATION

The name of this organization shall be the Santa Ana Unified School District Head Start Policy Committee, hereinafter referred to as the HS PC.

ARTICLE II

PURPOSE

The purpose of the Santa Ana Unified School District HS PC shall be to comply with the Head Start Performance Standards and Funding Terms and Conditions.

ARTICLE III

PHILOSOPHY

The philosophy of the Policy Committee shall be to maintain a structure of shared governance with the Santa Ana Unified School District Board of Education, Program Coordinator, and staff, through which the Policy Committee Representatives can participate in policy making and in other decisions about the Head Start Program.

The HS PC philosophy is based in the following principles.

1. Children benefit most from a comprehensive, interdisciplinary program that fosters development of the child as a whole with special attention to individual needs;
2. Parents and the community must be involved in the program in order to provide a broad range of services that ensure maximum assistance to children and families.

ARTICLE IV

FUNCTION

The function of the HS PC shall be to participate in developing Santa Ana Unified School District Head Start policies and procedures that concur with the Orange County Head Start, Inc. policies and procedures and comply with Department of Health and Human Services Performance Standards and State Department of Education Funding Terms and Conditions.

ARTICLE V

GOALS

The Santa Ana Unified School District HS PC goals are as follows:

1. To assist in the development of each child's social and emotional health by improving each child's health and physical abilities and encouraging self-confidence, spontaneity, curiosity and self discipline;
2. To enhance each child's mental processes and skills with particular attention to conceptual and verbal skills;
3. To establish patterns and expectations of success for each child in order to create a climate of confidence for present and future learning and overall development;
4. To reinforce the child's and family's ability to relate to each other in a loving and supportive manner;
5. To assist families in their efforts to improve the quality of their lives by acting as a bridge between families enrolled in the program, the School District, and the greater community.

ARTICLE VI

MEMBERSHIP

SECTION A

Number of Members

The composition of the HS PC shall be parents of HS children and community members as follows:

1. Each HS site shall have a minimum of two (2) current parents and two (2) alternate parents democratically elected to serve on the HS PC.
2. At least one (1) Community Member, up to a maximum of two (2), which may include former parents of HS. A representative of the community is an interested person who is concerned about children from low-income families and is willing to contribute to the program.
3. The Board of Education will appoint one member of the Board, or designee selected by the Board; to attend HS PC meetings and act as a liaison between the Board and the HS PC.
4. Members shall be parents, guardians, community representatives, as well as a SAUSD Board Member/Designee.

SECTION B

Term of Membership

1. Members elected to the HS PC shall assume membership responsibilities for a period of one (1) year, beginning and ending with the election of officers at the first regularly scheduled PC meeting in October of each school year.
2. Any member with a total of three (3) unexcused absences during the school year shall forfeit their membership on the Committee. This shall apply to all regular and special meetings of the HS meetings of the HS PC. The vacancy shall be filled by election at the next, regularly scheduled HS PC meeting.
3. All current Policy Committee and Policy Council elected members will serve "ex officio" until newly elected Policy Committee members are elected and seated in October of each program year.
4. HS PC members shall serve a minimum of one (1) term and a maximum of three (3) terms in a lifetime.
5. Every parent, former parent, and community member of the HS PC shall serve for a term of one year and must stand for election or re-election annually. No individual shall serve on the HS PC or the Orange County Head Start Policy Council or both for more than a combined total of three (3) terms pursuant to 45 CFR Part 1304.50(b)(5). A term begins in October for the HS PC and in November for the OCHS Policy Council regardless of when the member is seated.

6. Conflict of Interest, Pursuant to 45 CFR Part 1304.50(b) (5), Head Start Act Section 642 (c) (3) Policy Committees membership: No person who is employed by, or has a member of his or her immediate family who is employed by the Santa Ana Unified School District Head Start, Orange County Head Start or any of its other Delegate Agencies may serve on the HS PC or the Orange County Head Start Policy Council. For purposes of this part, "Immediate Family" shall include any of the following persons with whom the individual or his or her child has a relationship:

Brother	Brother-in-law	Husband	Wife
Father	Father-in-law	Mother	Mother-in-law
Sister	Sister-in-law	Son/Daughter	
Son-in-law	Daughter-in-law	Domestic Partners	
Legal Guardian	Grandparents		

642(c)(2)(C)(i)(ii): Members of the Policy Committee shall not have a conflict of interest with the Head Start agency (including any delegate agency); and not receive compensation for serving on the Policy Committee or for providing services to the Head Start agency.

ARTICLE VII

VOTING

SECTION A

One Vote

Each regularly seated member present shall have one (1) vote on all matters brought before the HS PC for a vote. In the absence of a representative, his or her alternate, if any, shall assume the powers, responsibilities and duties of his or her respective representative, including the right to vote on all matters and serve on committees, but not the right to hold any office that may be held by the representative.

SECTION B

Quorum

A simple majority of ~~six (6)~~ **seven (7)** must be present for a quorum in the months of October through June. However, in months of July, August, and September, a quorum will be a simple majority of ~~three (3)~~ **four (4)**.

SECTION C

Abstentions

An abstention vote is not to be counted as a negative or an affirmative vote at any time.

SECTION D

Vacancies

A vacancy in any member position shall be filled by a democratic election following the selection process in Article IV, Section A for that position. The newly elected representative shall fill the vacancy for the unexpired term.

ARTICLE VIII

OFFICERS AND ELECTIONS

SECTION A

Officers

The officers of the Santa Ana Unified School District HS PC shall be Chairperson, Vice-Chairperson, Secretary and Treasurer. All officers shall be representatives serving on the HS PC.

SECTION B

Elections

Officers shall be elected at the first, regularly scheduled meeting in October. They shall assume all responsibilities of their office for the period of one year.

SECTION C

Term of Office

The term of office shall be for a period of one (1) year beginning and ending with the election of new officers in October.

SECTION D

Vacancies

A vacancy in any office shall be filled by a democratic election of the HS PC. The newly elected officer shall fill the vacancy for the unexpired term.

SECTION E

Travel

All travel is contingent on availability of funds. The HS PC shall determine by election which members will represent the Santa Ana Unified School District Head Start Policy Committee at conferences and other community functions. Efforts will be made to give as many individuals as possible the opportunity to attend conferences and community events. Elections will be made for one (1) representative and one (1) alternate. The Program Coordinator shall exhaust all reasonable efforts to replace any last minute cancellation by a parent. After attending a conference or community event, the attending member shall report to the HS PC at the next regularly scheduled meeting.

ARTICLE IX

DUTIES OF OFFICERS

SECTION A

Chairperson

The Chairperson shall preside over HS PC meetings, act as an "ex-officio" member of HS PC committees, appoint the members and designate the chairperson of each committee with the approval of the HS PC and fulfill any and all other duties found necessary for that office.

SECTION B

Vice-Chairperson

The Vice-Chairperson shall assume all responsibilities of the Chairperson in the chairperson's absence, and perform any other duties deemed necessary by the Chairperson.

SECTION C

Secretary

The Secretary shall record the minutes of the meetings, the names of members present, and all actions and decisions brought before the HS PC including the results of the counted votes. The Secretary shall be in charge of correspondence for the HS PC and shall maintain duplicate, accurate records of the above.

SECTION D

Treasurer

The Treasurer shall read the budget report out loud before the HS PC. The Treasurer shall keep track of program funds from written reports provided by the Chief Business Officer.

SECTION E

Parliamentarian

The Parliamentarian shall be versed in parliamentary procedure and give advice to the Chairperson or members when requested. It shall be the duty of the Parliamentarian to call to the attention of the Chairperson any error in the proceedings that may affect the rights of any member or may otherwise do harm. The Parliamentarian shall base his or her advice on the HS PC Bylaws and "Robert's Rules of Order". The Parliamentarian will serve on the Bylaws Committee and report recommendations to the HS PC.

SECTION F

Policy Council Representative and Alternate

The SAUSD/HS Policy Council Representative and Alternate shall serve on the OCHS Policy Council. In the absence of the representative, the alternate shall assume the powers, responsibilities and duties of his or her representative, including the right to vote on all matters before the OCHS Policy Council and serve on committees, but not the right to hold any office that may be held by the representative.

ARTICLE X

MEETINGS

SECTION A

Regular Meetings

Regular meetings of the HS PC shall be held on a monthly basis, the dates to be determined by the HS PC.

SECTION B

Special Meetings

Special Meetings of the PC may be called by the Head Start Coordinator.

ARTICLE XI

COMMITTEES

The HS PC may create such standing and ad hoc committees as it may deem necessary. In addition to HS PC members, committees may include Board members, Former Parents and persons from the community at large. Numbers of committee members will be determined by each committee's needs.

Committee meetings shall be scheduled by the Chairperson of each committee or by the majority of its membership. Reports from these committee meetings shall be given to the HS PC at its next regularly scheduled meeting.

ARTICLE XII

CODE OF CONDUCT

1. Any HS PC member (representative or alternate) may be removed by a majority vote of the entire seated membership of the HS PC. Any resulting vacancy will be filled pursuant to Article VII, Section D above.
2. HS PC members shall respect and promote the unique identity of each child, family, staff member, and every other individual involved in the Santa Ana Unified School District Head Start program and shall refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, disability or sexual orientation. HS PC members shall at all times demonstrate the utmost respect and courtesy toward each other.
3. HS PC members shall follow program confidentiality procedures concerning information about children, families and SAUSD employees.
4. HS PC members shall carry out their responsibilities and fulfill their obligations to SAUSD and the PC Committee and shall, in performing their duties, act as true representatives of their respective centers, SAUSD, and the community.

ARTICLE XIII

GRIEVANCES

GOALS

It is the goal of the Santa Ana Unified School District and HS PC to ensure compliance with the applicable state and federal laws and regulations. The District and HS PC have adopted policies and procedures for the investigation and resolution of complaints alleging failure to comply with applicable state and federal laws.

RESPONSIBILITY FOR UNIFORM COMPLAINT PROCEDURE

The HS PC and District Deputy Superintendent have been assigned to monitor the complaint procedures process. Complaints or allegations should be submitted in writing, 10 days prior to the regularly scheduled meeting of the HS PC to the HS PC and/or the Deputy Superintendent.

WHO MAY FILE A COMPLAINT

A complaint may be filed by an individual, including a person's duly authorized representative or any interested third party, public agency, or organization. Individuals who may file complaints include HS Program parents or guardians.

ACTION TAKEN BY THE HS PC

The HS PC will review the complaint and decide upon the appropriate action. It may be necessary for the HS PC to form an ad hoc committee to further investigate the complaint. The HS PC will act in good faith to resolve the complaint in a timely manner. All complaints will be heard within 45 days. The HS PC or their Designee will notify the complainant of the action taken.

APPEALS

Complainant(s) may appeal a HS PC decision in writing by filing a written appeal with the Deputy Superintendent or designee within 15 days of receiving the HS PC Decision. The complainant shall specify the reason(s) for appealing the HS PC decision. The appeal shall include:

1. A copy of the complaint;
2. A copy of the HS PC decision.

DISPUTE/IMPASSE RESOLUTION

For procedures for resolution of Dispute/Impasse, see Santa Ana Unified School District Administrative Regulations 4129.1/4229.1(a).

ARTICLE XIV

BYLAWS

AMENDMENTS

These bylaws may be amended at any regular meeting or special meeting with a two-thirds (2/3) majority vote of voting members present, providing there is a quorum and previous notice has been given.

ANNUAL REVIEW

The HS PC Bylaws will be submitted for review to the HS PC annually. The Committee will screen and discuss the existing bylaws and make recommendations for modification.

Policy Committee approval date: _____

Santa Ana Unified School District Board of Education approval date:_____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval of Proposed Changes to Head Start Fiscal Policies and Procedures**

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 the agenda item is to seek Board approval of the proposed changes to the Head Start Fiscal Policies and Procedures.

RATIONALE:

The Orange County Head Start Grantee requires as a condition of the federal grant that each delegate develop Fiscal Policies and Procedures. The Board of Education is requested to approve the following Head Start Fiscal Policies and Procedures:

1. Allowable, Reasonable, Necessary and Allocable
2. Cost Sharing and Matching (In-Kind)
3. Inventory
4. Purchasing
5. Use of Agency Credit Cards
6. Employee Reimbursements
7. Open Purchase Order

FUNDING:

Not Applicable.

RECOMMENDATION:

Approve the proposed changes to the Fiscal Policies and Procedures for the Head Start Program.

EXECUTIVE SUMMARY

Pursuant to the Head Start Act 642(c) (1) (E) (VII Performance Standards 1304.50(g) (2)

The Board must approve financial management, accounting, and reporting policies and compliance with laws and regulations related to finance. Grantee and delegate agencies must ensure that appropriate internal controls are established and implemented to safeguard Federal funds.

Proposed changes to Head Start Fiscal Policies and Procedures:

- **Allowable, Reasonable, Necessary and Allocable:** The policy was updated by removing State Preschool and Early Head Start because they are not a part of SAUSD Head Start program.
- **Cost Sharing and Matching (In-Kind):**
The Cost Sharing and Matching Policies were updated by making changes to the procedures. Community workers no longer are responsible for reviewing the inkind only Lead Teachers and the Fiscal Assistant. The second change is in processing and storing inkind, completed inkind forms no longer go to the Grantee Orange County Head Start but are filed at the administrative office of the Fiscal Assistant.
- **Inventory:**
The Inventory Policy was updated by making changes to the procedures section. Additional information was added. A process was created for inventory that is aligned with the SAUSD Oracle System. After request to purchase are placed in Oracle and approved, staff will record all necessary information on the Inventory Control Checklist. The process for transfer or disposal of inventoried items was added to the policy. Staff will submit a request and have it approved.
- **Purchasing:**
The Purchasing Policy was updated by making changes to the procedures section. The change to the policy included adding information regarding purchasing items. Staff will complete a Request to Purchase Supplies form and submit it to the Lead Teacher before purchases are made.
- **Use of Agency Credit Cards:**
The Purchasing Policy was updated and additional information was added to the procedures section. The Coordinator and the Assistant Superintendent are to approve the daily limit and the monthly limit for the credit card holders. The procedure includes prohibited purchases as outlined in the district Calcard procedures. Also added to the procedure the processing credit card statements and payment.
- **Employee Reimbursements:**
This is a new policy that was developed to create a system for monitoring and tracking employee reimbursements to ensure purchases are reasonable allowable and necessary. The policy provides specific guidelines for employee reimbursements.
- **Open Purchase Order:**
The policy was newly created this year to create a system for monitoring and tracking use of the open purchase order accounts and to provide specific guidelines to staff on purchasing items in efforts to safeguard federal funds.

Santa Ana Unified School District

*Early Childhood Education
Head Start*

Dr. Rick Miller, Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP:	Fiscal 01
Part:	1304	Approval Date:	PC 11/12/08, Board 1/13/09
Subpart:	D – Program Design & Mgmt	Effective Date:	1/14/09
Section Title(s):	Allowable, Reasonable, Necessary and Allocable	Last Reviewed Date:	
Related Performance Standard(s):	1304.50(g)(2)	Lead Responsibility	Dorothy Hinshaw Fiscal Assistant II

(A) <u>Policy:</u>	It is the policy of Santa Ana Unified School District Head Start program, that all Federal and Non-Federal costs associated with the Head Start program will meet the Federal requirements for “allowable”, “reasonable”, “necessary”, and “allocable” and that SAUSD will safeguard all Federal funds and assets held in trust by SAUSD.
(B) <u>Rationale:</u>	Although definitions for these words are available in Federal regulations and policy statements, those definitions may not be sufficient to define what is “allowable”, “necessary”, “reasonable” and “allocable” for SAUSD or its program purposes. The Federal definitions have been used to interpret these words for SAUSD’s purposes and the Federal definitions are attached to this policy interpretation.
(C) <u>Responsibility:</u>	It is the responsibility of the Fiscal Assistant II, to review, revise and disseminate this information and to provide training and technical assistance to Head Start staff. It is the responsibility of all SAUSD Head Start staff to abide by and adhere to these definitions in expending any Federal or Non-Federal Share funds associated with the Head Start program. All staff should be conscious of these Federal requirements and apply the principles outlined herein before moving forward with any purchase request.
(D) <u>Procedure:</u>	Throughout the purchasing process, each purchase request will undergo a review for “allowable”, “reasonable”, “necessary”, and “allocable”. The Head Start fiscal office will review and discuss any potential issue or concern regarding items to be purchased with the requestor and, when necessary, refer the purchasing decision to the Head Start Coordinator.

All funding sources have these criteria in determining if funds may be expended. There are four (4) questions to be asked and answered by all staff before submitting a request to expend funds for goods and/or services. The questions are:

- (1) Is this cost allowable?
- (2) Is this cost necessary?
- (3) Is this cost reasonable?
- (4) Is this cost allocable?

A "no" answer to any of the first three questions is an indication that the request cannot be approved. The last question can be answered by the SAUSD Head Start Fiscal staff. The Fiscal staff will determine the "allocability" if the goods or services purchased will benefit more than one (1) program. If more than one program will benefit from the expenditure, the Head Start fiscal office should be appraised of this dual program benefit.

Staff must be the advocate for complying with the laws, regulations and policies set by the funding source and SAUSD. If a proposed expenditure does not meet the requirement tests listed above, then the request should not be submitted to the approving supervisor in hopes that s/he is not aware of the regulations or policies. This is part of the on-going monitoring system and line staffs are the first link in the ongoing monitoring chain.

"Allowable" -- an expense is "allowable" if it meets all Federal, State and local regulations as well as SAUSD standards. Although an expense may be allowable under Federal, State or local regulation, it may not be allowable under SAUSD's definition. SAUSD has established a number of expenses that are allowable and those that are not allowable. For example, alcoholic beverages are not allowable under any circumstances by any funding source or SAUSD. For all SAUSD programs, certain food and refreshment costs are not allowable; in that they are not "reasonable" or "necessary". The payment for staff lunches is never allowable under normal work conditions as staff are in a "duty free" unpaid period required by law. However, some staff meals and refreshments may be allowable if staff are involved in an extended offsite training session and it would be difficult for staff to find and travel to restaurants and return within a reasonable period of time. Another example is that First Class airfare is not allowable except under rare conditions, i.e., an individual has a particular medical condition(s) where coach seating would aggravate the condition and may be allowable with prior SAUSD and OCHS approval. A final example might be to hire an independent consultant to conduct training for staff. SAUSD must always look within their organization and determine if staffs have the requisite skills before using outside consulting services. Contact the Head Start Fiscal Office for assistance in determining

whether a cost is allowable.

"Reasonable" -- an expense is "reasonable" if the cost is identified as "at or below the customary cost for a particular good or service" within the Orange County area. An example of an expense that is not reasonable would be to pay Head Start salaries above the average of comparable positions paid within the County. This limitation is set by law and defined in the "Improving Head Start for School Readiness Act of 2007". Also, if the same or similar product can be obtained at a lower cost, then the cost would be determined to be "unreasonable" if a staff member is considering paying a higher price for that product, and; therefore, not allowable. A product or service can be classified as "reasonable" if it is one that a "prudent person" would purchase but still may not be allowable or necessary. This would occur, for example, if a rolling book carrier is being ordered. A \$300.00 calfskin carrier is not "reasonable" since a \$49.00 plastic or cloth-bound carrier will serve the same purpose. A prudent person would determine that the plastic or cloth-bound carrier can be used and serve the same purpose, i.e., to assist the staff member carrying heavy books or binders to avoid injury. Since the calfskin carrier is not "reasonable", the cost is also "not allowable" under Federal regulations.

"Necessary" -- an expense is "necessary" if the cost can be determined to be required in order to accomplish the duties and responsibilities of the position and to accomplish the requirements of the Head Start program. In the case above, i.e., rolling book carrier, it is "necessary" to prevent injury but not "necessary" to have a calfskin book carrier. Another example would be travel to a Head Start conference might be necessary in order to remain current in regulations and performance standards. However, it would not be necessary to attend the conference in order to "be seen by peers" or "because I haven't been to a conference this year". There must be a clear benefit to the Head Start ~~or Early Head Start~~ programs (or other programs operated by SAUSD) before an expense would be considered as "necessary".

"Allocable" -- an expense is "allocable" if two or more funded programs will benefit from the expense. If this is the case, then each program pays a proportionate share of the cost. As SAUSD operates both Head Start and State Funded Preschool programs, and a number of SAUSD staff provide services to children and families in both programs, almost all costs associated with the operation of these programs should be "allocated" between the various funded programs based on some methodology, i.e., number of children served in each program, number of staff in both programs, square footage of facilities used by both programs, etc. There must be a clear relationship between cost and benefit to the program. Another example might be the purchase of a vehicle to be used by both programs. A cost allocation methodology must be developed identifying the share of the vehicle costs between the two programs. This

might be an estimate of the usage by both programs; i.e., 80% Head Start, 20% Early Head Start and then the purchase price would be split with that percentage allocation. Once the vehicle is in operation, each program would be charged based on the number of miles traveled by each program.

Prior to making any request for supplies, travel, etc., or expending any Head Start funds, all four (4) of these questions must be asked and answered. If the answer to any of the first three (3) questions is "no", then the process should be stopped since the expenditure does not meet the funding source (or, perhaps SAUSD's) criteria for expending funds.

Federal Definitions

Allocable Costs

A cost is allocable to a particular cost objective to the extent of benefits received by such cost objective.

- Costs incurred in meeting cost-sharing or matching requirements, donated services or in-kind contributions, and unallowable costs which represent activities which benefit from a governmental unit's indirect costs must receive an allocation of indirect costs by being included in:

→The allocation base(s) used to assign costs to particular cost objectives

→The direct cost base(s) used to compute indirect cost rates

- Any cost allocable to a particular Federal award or cost objective under the principles provided may not be shifted to other Federal awards to overcome fund deficiencies, avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.
- Where an allocation of joint costs will ultimately result in charges to a federally supported program, a cost allocation plan will be required.

Allowability

Using Head Start (federal) funds, a cost is allowable for program use if the item, service, etc. is necessary and reasonable for proper and efficient performance and administration of the program. In further determining allowability of a given cost, consideration shall be given to:

- Authorization under state or local laws and regulations
- Consistency with policies, regulations and procedures that apply to federal

program activities

- Meets requirements, restraints, terms and conditions in Head Start contract and those imposed by the Grantee
- Appropriate and accurate documentation

Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given:

- Whether the cost is a type of generally recognized as ordinary and necessary for the operation of a Head Start/~~State Preschool~~ Program
- Requirements, restraints, terms and conditions imposed by the Grantee
- Market prices for comparable goods or services
- Purchase Requisitions for Core Goods and Services
- On-line Purchasing System

PC Approval: 11/12/08
Board Approval: 1/13/09



Santa Ana Unified School District

*Early Childhood Education
Head Start*

Rick Miller, Ph.D., Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	Fiscal 02
Part:	45CFR Part 74.21(b)(6), 2 CFR Part 230, 45 CFR Part 1304.50(g)(2)	Approval Date:	PC 11/12/08, Board 1/13/09
Subpart:		Effective Date:	1/13/09
Section Title(s):	Cost Sharing & Matching (In Kind)	Last Reviewed Date:	5/13/11-Annually
Related Performance Standard(s):	1301 Subpart C, 1301.2	Lead Responsibility	Fiscal Assistant II

(A) Policy:

Santa Ana Unified School District Head Start values contributed services and property that are to be used to meet a cost sharing or matching requirement at their fair market values at the time of contribution, unless award documents or Federal agency regulations identify specific values to be used.

(B) Rationale:

This SAPPP has been developed to ensure SAUSD Head Start compliance with 45 CFR Part 1301.20 – (Federal Financial Assistance) Matching Requirements and 1304.51 – Management Systems and Procedures

(C) Responsibility:

Fiscal Assistant I , Fiscal Assistant II

(D) Procedure:

SAUSD shall claim contributions as meeting a cost sharing or matching requirement of a Federal award only if all of the following criteria are met:

1. They are verifiable from SAUSD records.
2. They are not included as contributions for any other Federally-assisted project or program.
3. They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.

4. They are allowable under OMB Circular 2 CFR 225. (Formerly A-87)
5. They are not paid by the Federal government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
6. They are provided for in the approved budget when required by the Federal awarding agency.
7. They conform to all provisions of the Common Rule.
8. In the case of donated space, (or donated use of space), the space is subject to an independent appraisal to establish its value. This is if there is donated space from some source other than SAUSD. (None currently) Space donated by SAUSD must be calculated on a cost and depreciation basis, and cannot include the cost of land. Since the majority of SAUSD HS classrooms are Head Start purchased portables on SAUSD property, the amount for donated space is negligible.

Valuation and Accounting Treatment

In-kind typically falls into one of the following categories:

- Cash
- Space, buildings, land and equipment
- Volunteer time and services
- Supplies

The following sections discuss the valuation and accounting treatment for each category.

Cash

- SAUSD shall recognize cash contributions as in-kind income in the period in which they are spent on allowable program costs.
- Any discounts received on goods or services are recognized as in-kind only if such discounts are not available to the general public.

Space, Buildings, Land and Equipment

Buildings and Land

If the purpose of the contribution is to assist the Organization in the acquisition of equipment, building, or land, the total value of the donated property may be claimed as matching with prior approval of the awarding agency.

If the purpose of the donation is to support activities that require the use of equipment, buildings or land, depreciation or use charges (e.g. rent) may be claimed at matching, unless the awarding agency has approved using the full value as match.

Equipment, buildings or land are valued at its fair market value as determined by an independent appraiser. Information on the date of donation and records from the appraisal will be maintained in a property file.

Space:

- Will be valued at the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality
- Information on the date of donation and records from the appraisal will be maintained in a property file
- If less than an arms-length transaction, will be valued based in actual allowable costs not to exceed fair market value

Volunteer Time and Services

Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor will be included in in-kind if the services are an integral and necessary part of the program.

Examples of contributed services received and recorded as income and expense by SAUSD include volunteer services in the classroom, at the school site, or other volunteer service, implementing the Back Pack and Book Reading programs which are included in the children's individualized lesson plans, training instructors, community volunteers, and Special Education teachers' salaries and benefits that originate from

State Funding, and other services provided by the District that benefit the HS program, such as pest control, utilities and telephone costs, trash collection and routine maintenance calls.

Volunteer services will be valued at rates consistent with those paid for similar work ~~the Organization~~. For skills not found in the ~~Organization~~, rates will be consistent with those paid for similar work in our labor market. Rates should include gross hourly wages plus fringe benefits calculated based on fringe benefits received by employees in similar positions, or on agency average.

Volunteers must possess qualifications and perform work requiring those skills in order to be valued at greater than an unskilled labor rate.

SAUSD HS requires volunteers to document and account for their contributed time in a manner similar to the timekeeping system followed by employees. Each program that uses volunteers will provide the volunteers a sign-in sheet which collects the following information:

- Date service was performed
- Volunteer name
- Hours donated
- Service provided
- Signature of volunteer

NOTE: To count the time of a volunteer as a match, the volunteer must be providing a service to and not receiving a service from the program.

PROCEDURE:

PARENTS AND VOLUNTEERS: Records originate at the Sites. Parents sign in at the classroom if they volunteer time in the classroom assisting with instruction, on the playground or with other classroom or site projects. Parents sign at the meetings if they attend center committee meetings, policy committee or Ad Hoc committee meetings.

CENTER STAFF: At the end of each month, classroom staff ~~enters totals from Book Reading logs onto the volunteer sheet,~~ verify information, check for signatures, and forward them to the ~~Site Supervisor~~ Lead Teacher. The ~~Site Supervisor~~ the Lead Teacher signs and forwards them to ~~the CV who looks over them and forwards them to the~~ Head Start Fiscal Office.

HEAD START FISCAL OFFICE: The Fiscal Assistant I verifies that all of the information has been entered correctly, including dates, parent signatures, the number of books logged for the Reading Program, etc., then totals the hours, prepares a summary sheet for each class that reflects the number of hours volunteered and the dollar value of the time based on the current rate schedule. ~~The parts of the volunteer form are separated, with the classroom (goldenrod) and FSA (pink) copies sent back to the sites.~~ The summary reports and the signed records are then given to the Fiscal Assistant II who ~~spot~~ checks the reports to verify completeness. She creates a summary report of all In-Kind contributions, and includes the information on the Monthly Fiscal Report to the Grantee. The original In-Kind forms and summary sheets ~~are sent along with the monthly fiscal report to the Accounting Department at OCHS. The yellow copies of the Volunteer forms, along with the original Reading Program logs,~~ are filed in the office of the Fiscal Assistant II.

Supplies

Donated supplies must be used in the program and shall be valued at fair market value at the time of donation. Supplies can be counted as match only if the program would have purchased such items itself.

Approval: 11/12/08

PC

Approval: 1/13/09

Board



Santa Ana Unified School District

Early Childhood Education
Head Start

Rick L. Miller, Ph.D., Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	Fiscal 03
Part:		Approval Date:	PC 11/12/08, Board 1/13/09
Subpart:		Effective Date:	1/13/09
Section Title(s):	Inventory	Last Reviewed Date:	9/3/14
Related Performance Standard(s):	45CFR Part 92.31- 92.34	Lead Responsibility	Fiscal Assistant I

(A) <u>Policy:</u>	It is the policy of Santa Ana Unified School District Head Start to have an effective and efficient property management system that safeguards all Federal assets as required by 45CFR Part 92.31 – 92.34.
(B) <u>Rationale:</u>	An efficient property management system is necessary for internal controls to effectively manage and safeguard Federal assets.
(C) <u>Responsibility:</u>	Fiscal Assistant I, Fiscal Assistant II
(D) <u>Procedure:</u>	<p>The property management system for inventory control will include the following elements:</p> <ul style="list-style-type: none"> • Description of the property • Serial Number or other identification number • Source of the property (includes vendor information as well as the grant award authorizing the purchase of the property) • Who holds title (Federal, State, Grantee, Delegate Agency) • Acquisition date • Cost of the property • Percentage of Federal participation in the cost of the property • Location (specific information for locating property in multi-room facility; i.e., room number, office or cubicle number, etc.) • Use and condition of the property (this should be the overall condition for use of the property within the program and identification may be that used to determine “market” value such as the “Blue Book” for vehicles) • Ultimate disposition data including the date of disposal and sale price

of the property

- District ID number

SAUSD Head Start will retain all documentation associated with the purchase of real property equipment for a minimum of three (3) years after the disposal of the property or equipment.

A physical inventory will be completed annually for all property and equipment purchased, in whole or in part, with Federal funds. The inventory listing will have the printed name, signature and date of the responsible individual certifying the accuracy of the physical inventory.

Inventory Listing

All items that meet one or more of the following requirements will be included in the Inventory Listing:

- Property and furniture over \$5,000
- Electronic equipment
- Large electrical equipment and furniture over \$500, which is the SAUSD threshold for inventory.

A general listing of classroom furniture will be maintained for teachers to check off at the beginning and end of each program year.

Equipment Inventory Reporting

A copy of the report of all property or equipment purchased or disposed of during the program year will be submitted to the Accounting Office at OCHS with the final cost report for the program year.

Physical Inventory will take place in the month of October. Upon completion of the physical inventory of property and equipment, a copy of the inventory report will be submitted to the Accounting Office at OCHS. The inventory report will have the printed name, original signature and date when the physical inventory was completed.

Process for Inventory

1. After receiving an approved *Request to Purchase* form, the order is placed on Oracle by the Fiscal Assistant I (FA I). It is forwarded to the Fiscal Assistant II (FA II), the Head Start Coordinator, and other District designees for approval.

2. The FA I records the available information on the *Inventory Control Checklist*.

- a. Requisition Number
- b. Order Date
- c. Vendor
- d. Item Description
- e. Location

Attach copy of Oracle Requisition, and file in Inventory Binder under "In Process".

3. When Item is received, the FA I:

- a. Records the date received, serial number, model number on the *Inventory Control Checklist*
- b. Requests copy of PO from Purchasing
- c. Requests copy of Invoice if not received
- d. Attaches an inventory tag, or identification as Head Start property
- e. Records the Item on the Inventory Listing
- f. Forwards copy of *Inventory Control Checklist* to FA II for information to be included on the Monthly Financial Report.
- g. Files original documentation in Inventory Binder under Site Tab, and file copy of requisition in current year expense binder or file.

Transfer or Disposal of Inventoried Items

Requests to transfer or dispose of equipment go through the Head Start secretary who enters the request online, requesting the transfer of equipment between sites, or disposal of equipment. The Secretary forwards copies of the forms to the FA I, so the information can be recorded on the Inventory Listing, and appropriate documentation filed in the Inventory Binder.

Disposal of Equipment

~~When an item is no longer functional or no longer needed, a request for transfer or disposal form will be filled out at the site and sent to the Head Start Fiscal Office.~~

The Fiscal Office will request disposal instructions on any property or equipment that is no longer used or needed by Head Start from OCHS. An Advance Approval and Budget Adjustment Request form will be used to

request the disposition instructions.

Property or equipment that is planned for "trade-in" to purchase new property or equipment must be identified in the request and the trade-in value listed in the total costs. Any portion of the trade-in or salvage value not used to purchase replacement property or equipment must also be identified as to how those funds will be used in the Head Start program or returned to OCHS.

PC Approval: 11/12/08
Board Approval:

1/13/09



Santa Ana Unified School District

Early Childhood Education
Head Start

Rick L. Miller, Ph.D.,
Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	Fiscal 04
Part:		Approval Date:	PC 11/12/08, Board 1/13/09
Subpart:		Effective Date:	1/14/09
Section Title(s):	Purchasing	Last Reviewed Date:	9/10/14
Related Performance Standard(s):	A-110_40 — 44	Lead Responsibility	Dorothy Hinshaw Fiscal Assistant II

(A) <u>Policy:</u>	<p>THE POLICIES DESCRIBED IN THIS SECTION APPLY TO <u>ALL PURCHASES MADE BY SAUSD.</u></p> <p>SAUSD requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.</p>
(B) <u>Rationale:</u>	<p>The goal of these procurement policies is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.</p>
(C) <u>Responsibility:</u>	<p>Staff, Fiscal Asst I, Fiscal Asst. II, Asst. Coord. Educ. & Disabilities, Coordinator</p>
(D) <u>Procedure:</u>	<p><u>Responsibility and Process for Purchasing</u></p> <p>Head Start staff may make a purchase request by submitting a Request to Purchase Supplies form, with an attached listing of items for purchase with item numbers and descriptions a memo, or warehouse order form to the Head Start Fiscal Office. Classroom orders are to go through the Lead Teacher. The items are entered by the Head Start (HS) Fiscal Assistant I (normally) or HS Secretary (backup) into the SAUSD Oracle System to create a Purchase Requisition. The requisition is routed through an approval process to the Head Start Fiscal Assistant II (Program budget), the Head Start Coordinator, SAUSD Educational Services representative and Business Services.</p>

The Head Start fiscal office will be responsible for entering orders into the Oracle system. The Head Start Coordinator and the Fiscal Assistant II have approval authority over all purchases and contractual commitments, and will make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

Code of Conduct in Purchasing (A-110_40)

Ethical conduct in managing SAUSD's purchasing activities is absolutely essential. Staff must always be mindful that they represent the Board of Education and share a professional trust with other staff and the general membership.

- Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services.
- Staff shall notify their immediate supervisor if they are offered such gifts.
- No officer, board member, employee, or agent shall participate in the selection or administration of a vendor if a real or apparent conflict of interest would be involved. Such a conflict would arise if an officer, board member, employee or agent, or any member of his/her immediate family, his/her spouse/partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the vendor selected. Officers, board members, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements.

Competition (A-110_43)

In order to promote open and free competition, purchasers will:

- Be alert to any internal potential conflicts of interest.
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate or restrain trade.
- Not permit contractors who develop specifications, requirements or proposals to bid on such procurements.
- Award contracts to bidders whose product/service is most advantageous in terms of price, quality and other factors.
- Issue solicitations that clearly set forth all requirements to be

evaluated.

- Reserve the right to reject any and all bids when it is in the Head Start program's best interest.

Non-Discrimination Policy

All vendors/contractors who are the recipients of Head Start funds, or who propose to perform any work or furnish any goods under agreements with SAUSD, shall agree to these important principles:

1. Vendors/contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.
2. Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisement and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

Procurement Procedures

The following are SAUSD's procurement procedures:

1. SAUSD shall avoid purchasing items that are not necessary for the performance of the activities required by a Federal award. *(A-110_44(1))*
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal government. *(A-110_44(2))* This analysis should only be made when both lease and purchase alternatives are available to the program.
3. Some form of cost or price analysis shall be made for every procurement. Price analysis may be made in various ways, including comparison of price quotations submitted or market prices. Cost

analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability. (A-110_45)

4. Documentation of the cost and price analysis associated with each procurement decision shall be retained in the procurement files pertaining to each Federal award. (A-110_46)
5. For all procurements in excess of the small purchase acquisition threshold (\$100,000 in 2005), procurement records and files shall be maintained the include all of the following:
 - a. The basis for contractor selection.
 - b. Justification for lack of competition when competitive bids or offers are not obtained.
 - c. The basis for award cost or price.
6. SAUSD shall make all procurement files available for inspection upon request by a Federal awarding agency.
7. All contracts with vendors shall require the vendor to certify in writing that it has not been suspended or disbarred from doing business with any Federal agency. (Alternatively, the Organization may research potential vendors on the Excluded Parties List at the GSA\ website.)
8. SAUSD shall not utilize the "cost-plus-a-percentage-of-costs method of contracting. (A-110_44(3)(c))

All staff members with the authority to approve purchases will receive a copy of and be familiar with A-110, federal cost principles.

Use of Purchase Orders

SAUSD utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision, with the exception of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual. A properly completed purchase order shall contain the following information, at a minimum:

1. Specifications or statement of services required
2. Vendor name, address, point of contact and phone number
3. Source of funding (if applicable)

4. Delivery or performance schedules
5. Delivery, packing and transportation requirements
6. Special conditions (if applicable)
7. Catalog number, page number, etc. (if applicable)
8. Net price per unit, less discount, if any
9. Total amount of order
10. Authorized signature
11. Date purchase order was prepared

Purchase orders are generated on Oracle, and go through a process of approvals before being sent electronically to Purchasing for processing.

Authorizations and Purchasing Limits

All completed purchase orders must be signed by the Director of Purchasing ~~and Stores~~. The following table displays required approvals and solicitations:

Amount Purchase	of	Required Approvals	Required Solicitation
< \$1,000		SAUSD Oracle Approval Hierarchy (Fiscal Assistant II, Head Start Coordinator, Educational Services, Business Services)	Compare catalogs, purchase from District Warehouse
\$1,000 ≤ \$72,400 >\$5000 Equipment, Renovation		SAUSD Oracle Hierarchy Board Policy Committee Grantee (OCHS) ACF	3 oral or written bids (Informal Quotes)

>\$15,000 Public Works projects	SAUSD Hierarchy Board Policy Committee Grantee (OCHS) ACF	Oracle	3 written bids (Formal Quotes)
> \$72,400	SAUSD Hierarchy Board Policy Committee Grantee (OCHS) ACF	Oracle	3 written bids (Formal Quotes)

The SAUSD Purchasing Department follows Public Contract Code 20111 for purchasing procedures.

Required Solicitation of Quotations from Vendors

Solicitations for goods and services (requests for proposals or RFPs) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. Descriptions shall not contain features which unduly restrict competition. (A-110_44(a)(3)(i))
2. Requirements which the bidder/offer or must fulfill and all other factors to be used in evaluating bids or proposals (see the next section entitled "Evaluation of Alternative Vendors" for required criteria) (A-110_44(a)(3)(ii))
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. (A-110_44(a)(3)(iii))
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate. (A-110_44(a)(3)(iv))
5. The acceptance, to the extent practical, of products and services dimensioned in the metric system of measurement. (A-110_44(a)(3)(v))

6. Preference, to the extent practical, for products and services that conserve natural resources and protect the environment and are energy efficient. *(A-110_44(a)(3)(vi))*
7. Preference for recycled products pursuant to EPA guidelines. *(A-110_16)*
8. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
9. The date by which proposals are due.
10. Required delivery or performance dates/schedules.
11. Clear indications of the quantity (ies) requested and unit(s) of measure.

Extensions of Due Dates and Receipt of Late Proposals

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offer or so requests.

Vendor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Vendors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Evaluation of Alternative Vendors

Vendors shall be evaluated on a weighted scale that considers the following criteria:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Other technical specifications designated by department requesting proposals

5. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
6. Vendor's financial stability
7. Vendor's demonstrated commitment to the nonprofit sector
8. Results of communications with references supplied by vendor
9. Ability/commitment to meeting time deadlines
10. Cost
11. Minority- or women-owned business status of vendor
12. Other criteria (to be specified by department requesting proposal)

Not all of the preceding criteria may apply in each purchasing scenario. However, the department responsible for the purchase shall establish the relative importance of the appropriate criteria prior to requesting proposals and shall evaluate each proposal on the basis of the criteria and weighting that have been determined.

After a vendor has been selected and approved by the Head Start Coordinator, the final selection shall be approved by the Director of Purchasing and Stores prior to entering into a contract.

Affirmative Consideration of Minority, Small Business & Women-Owned Businesses

(A-110_44(3)(b))

Positive efforts shall be made by SAUSD to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Therefore, the following steps shall be taken:

1. Ensure that small business, minority-owned firms, and women's business enterprises are used to the fullest extent practicable. *(A-110_44(3)(b)(1))*
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms and women's business enterprises. *(A-110_44(3)(b)(2))*
3. Consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms and women's business enterprises. *(A-110_44(3)(b)(3))*
4. Encourage contracting with consortiums of small businesses, minority

owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually. (A-110_44(3)(b)(4))

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women's business enterprises. (A-110_44(3)(b)(5))

Availability of Procurement Records (A-110_44(3)(e))

SAUSD shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The process does not comply with the SAUSD's procurement standards (A-110_44(3)(e)(1))
- The procurement is expected to exceed the small purchase threshold (\$100,000 in 2005) and is to be awarded without competition or only one bid is received (A-110_44(3)(e)(2))
- The procurement exceeds the small purchase threshold and specifies a "name brand" product (A-110_44(3)(e)(3))
- The proposed award exceeds the small purchase threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement. (A-110_44(3)(e)(4))
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold. (A-110_44(3)(e)(5))

Provisions Included in All Contracts (A-110 Appendix A)

SAUSD includes all of the following provisions, as applicable, in all contracts charged to Federal awards (including small purchases) with vendors and subgrants to grantees:

1. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,"

Department of Labor.”

2. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by SAUSD and its subrecipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SAUSD will report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** If included in the Federal agency’s grant program legislation, all construction contracts of more than \$2,000 awarded by SAUSD and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. SAUSD will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. SAUSD shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. SAUSD shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by SAUSD in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each

contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or subgrants of \$100,000 or more, SAUSD shall obtain from the contractor or subgrantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, SAUSD shall provide such certifications in all situations in which it acts as a subrecipient of a subgrant of \$100,000 or more.
7. **Debarment and Suspension (E.O.s 12549 and 12689):**
For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005), SAUSD shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's *List of Parties Excluded from Federal Procurement or Nonprocurement Programs*.

9. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
10. **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain suitable provisions for termination by SAUSD, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Special Purchasing Conditions

Emergencies:

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of SAUSD Head Start property is involved. The Head Start Coordinator will determine what constitutes an emergency.

Single Distributor/Source:

Sole source purchases will be made only when solicitation of multiple vendors is not feasible and one of the following conditions apply:

- The item or service is only available from one source,
- The situation is a public emergency,
- The awarding agency approves the purchase, or
- Competition is deemed inadequate (insufficient bidders)

A cost/price analysis is required and approval from the funding agency may be necessary if the purchase is over the small purchase threshold.

Right to Audit Clause

SAUSD requires a "Right to Audit" clause in all contracts between SAUSD and vendors that either:

1. Take any form of temporary possession of assets directed for SAUSD, or
2. Process data that will be used in any financial function of SAUSD.

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor's operations that apply to SAUSD, as well as all documents maintained or processed on behalf of SAUSD, for a period of three years. The clause shall state that such audit procedures may be performed by SAUSD employees or any outside auditor or contractor designated by the Organization.

Vendor Files and Required Documentation

The Purchasing Department shall create a vendor folder for each new vendor from whom SAUSD purchases goods or services.

The Accounting Department shall mail a blank Form W-9 to new vendors and request that the vendor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope provided. Completed, signed Forms W-9 or substitute documentation shall be filed in each vendor's folder. Vendors who do not comply with this request shall be issued a Form 1099 at the end of each calendar year in accordance with the policies described in the section of this manual on "Government Returns.

Receipt and Acceptance of Goods

The Warehouse Receiving Department or designated individual shall inspect all goods received. Upon receipt of any item from a vendor, the following actions shall immediately be taken:

1. Review bill of lading for correct delivery point
2. Verify the quantity of boxes/containers with the bill of lading
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.)
4. Sign and date the bill of lading
5. Remove the packing slip from each box/container
6. Compare the description and quantity of goods per the purchase order to the packing slip
7. Examine goods for physical damage

8. Count or weigh items, if appropriate, and record the counts on the purchase order

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with vendors.

The ~~Site Supervisor~~ Lead Teacher or designated person at each Head Start site is responsible to check again what was delivered to their site to verify they have received what was on the packing slip/delivery notice. The packing slip/delivery notice is to be forwarded to the Head Start Fiscal Office. The Fiscal Office will forward any paperwork not handled by the Warehouse on to the SAUSD Accounting Department to process payment.

11/12/08	PC	Approval:
1/13/09	Board	Approval:



Santa Ana Unified School District

Early Childhood Education
Head Start

Rick L. Miller, Ph.D
Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	Fiscal 05
Part:	CFR Title 45, Part 92	Approval Date:	PC: 11/12/08, Board: 1/13/09
Subpart:	C, sec. 92.20	Effective Date:	1/14/09
Section Title(s):	Use of Agency Credit Cards	Last Reviewed Date:	9/10/14
Related Performance Standard(s):	OMB Common Rule Subpart C, Sec. __.20	Lead Responsibility	Fiscal Assistant II

(A) Policy:

It is the policy of SAUSD Head Start to assure that charges to program credit cards are aligned to Head Start regulations and performance standards.

(B) Rationale:

Internal Controls are required for assuring that Head Start funds are being used in accordance with Head Start regulations and performance standards.

(C) Responsibility:

Head Start Coordinator, Fiscal Assistants I & II, Card holders

(D) Procedure:

The Santa Ana Unified School District has approved the use of corporate credit cards (Cal Card) by the Head Start ~~Coordinator~~ **Managers (Coordinator, Assistant Coordinator of Education and Disabilities, Social Services Manager) and designated employees (Parent Education Specialist, one Custodian)** as a means to cover costs related to travel, materials and supplies ~~related to~~ **for** special functions ~~such as (local business meals, catering, conference fees, etc.),~~ **parent meetings and activities, and gasoline for Head Start vehicles. of up to \$2,000 per purchase with a \$2,000 monthly purchase limit. SAUSD has also approved the use of a Cal Card for one Head Start Custodian for purchase of gasoline for the Head Start Van with a single purchase limit of \$100 and a monthly purchase limit of \$300.** Each card is set up with a daily and monthly limit, which is approved by the Head Start Coordinator and the Assistant Superintendent of Elementary Education before the Credit Card request form is submitted to the Purchasing Department.

The use of all identified credit cards shall be limited to specific circumstances to aid in the purchase of goods and services when the normal purchasing system is not available, when companies do not accept purchase orders or in

an emergency. The designated holder has the responsibility for keeping all receipts and verifying the use of the credit card for allowable, allocable, and reasonable and necessary purchases that relate to the official business of Head Start.

This card may be used by ~~the Head Start Coordinator~~ designated staff for legitimate and allowable purchases that include, but are not limited to:

1. Travel and related expenses (after Conference Attendance Request has been approved)
2. Meals (Policy Committee, Ad Hoc Committees, Staff Development)
3. Services that specifically require use of a Credit Card
4. Small items purchased on the basis of immediate need
5. Gasoline for the Head Start vehicles (van and truck)

Prohibited purchases include the following (Pages 13 and 14 of the Cal-Card Manual):

- Cash advances
- Rental or lease of land
- Gambling, betting
- Alcohol or tobacco products
- Weapons or firearms
- Securities, insurance
- Political or religious organizations
- Tax payment
- Court costs, fines, bail or bond payments
- Gas for personal vehicle
- Equipment rentals
- Capital equipment
- Consultant and contract services
- Purchase of communication equipment such as pagers, cellular phones, two-way radios, fax machines, printers, etc.
- Items that are District standards and/or on contract with the Purchasing Department:
 - Computers, PDAs, Monitors, CD/CDRW Drives, hard drives, network cards, graphic cards, sound cards, etc.
 - Televisions, VCRs, DVD players, and all other audio visual equipment
 - All furniture purchases
 - Textbooks/Items that have not been Board adopted
- Personal expenses

Each month, Statements are sent from the Purchasing Department by email to the cardholder and to the Fiscal Assistant I. The FA I meet with each cardholder to complete the Cal-Card log, verify that all receipts are accounted for and assign account numbers to expenses. The Cal-Card statement packets are signed by the cardholder, the Head Start Coordinator, and the Assistant Superintendent of Elementary Education before being submitted to Accounting for payment.

In the event that a receipt is missing, and every effort has been made to find it or secure a duplicate receipt, a missing receipt form may be completed. If this becomes a pattern, the cardholder risks the cancellation of the card.

All use of the credit card requires the same documentation support as any other expenditure of Federal funds.

The Head Start program follows the guidelines as stated in the Cal-Card Program Cardholder Handbook for SAUSD.

PC Approved: 11/12/08
Board Approved: 1/13/09



Santa Ana Unified School District

Early Childhood Education
Head Start

Rick L. Miller, Ph.D.,
Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	<i>Fiscal 06</i>
Part:	Title 45, Part 92	Approval Date:	<i>PC 9/16/14</i>
Subpart:	C, Sec. 92.20	Effective Date:	
Section Title(s):	Employee Reimbursements	Last Reviewed Date:	
Related Performance Standard(s):	OMB Common Rule Subpart C, Sec. __.20	Lead Responsibility	<i>Fiscal Assistant II</i>

(A) Policy:	It is the policy of SAUSD Head Start to establish internal controls to assure that Head Start funds are spent in compliance with Federal Regulations and performance standards.
(B) Rationale:	Internal Controls are required for assuring that Head Start funds are being used in accordance with Head Start regulations and performance standards
(C) Responsibility:	Coordinator, Assistant Coordinator, Social Service Manager, Fiscal Assistants I & II
(D) Procedure:	<p>Procedures for Reimbursements.</p> <p>Reimbursements to employees in the Head Start program fall under different categories; purchases, mileage, conference expenses, and education reimbursements.</p> <p>Reimbursements for Program Purchases</p> <p>The Head Start Coordinator, Assistant Coordinator of Education & Disabilities, and the Social Services Manager determine who is approved to make purchases for the program. In order for a reimbursement to occur, prior approval must be obtained, and the following procedure is to be followed:</p> <ol style="list-style-type: none"> 1. Before making a purchase, a <i>Request to Purchase Supplies</i> form is completed and submitted to the employee's supervisor (Coordinator, Asst. Coordinator, or Social Services Manager). The reason for purchase must be stated, as to why it is allowable, reasonable, and necessary. One form may be completed for recurring purchases throughout the year, such as photo printing. Additional items not listed will require the submission of a new form. 2. The requestor may then purchase the approved items. The completed <i>Reimbursement Voucher for Program Purchases</i> with the receipts attached, along with the approved <i>Request to Purchase Supplies</i> form (or a copy if it is a recurring item) must be forwarded to the Fiscal Assistant I by the end of the month of purchase. 3. The Fiscal Assistant I will assign the account number(s), scan and return a copy to the employee to enter in iExpense, to be processed by the SAUSD Accounting Department for payment. <p>Mileage and Conference Expense Reimbursements</p> <p>Head Start employees may be reimbursed for mileage and conference expenses in accordance with SAUSD AR 4133/4233/4333(a), which is attached.</p>

Mileage

Head Start employees are requested to submit their mileage claims monthly, unless the amount is very small. In that case it is preferable to wait until the amount exceeds \$10.00. A mileage rate chart for Head Start sites is attached, based on the District Mileage Chart and Google Maps. Please use this for mileage between Head Start sites. The full District Mileage chart is available on the District Website. The mileage reimbursement form is attached, as well as available in electronic form from the Fiscal Assistant I. The electronic form automatically totals the entries and calculates the dollar amount. The Fiscal Assistant I will forward that to all employees at the beginning of the school year, and when there are changes in the rate. Employees are to use the tab that applies to their job category, as the account numbers are different.

When the employee has completed the Mileage Reimbursement form, and has the required approvals, it is to be forwarded to the Fiscal Assistant I. The FA I reviews the document, scans it and returns it to the employee to be entered into iExpense under the category "Mileage". It will then be forwarded to the Accounting Department for Payment.

Conference Expenses

Expense reports from conferences must be submitted promptly upon return to the District. Mileage or travel costs related to conferences are to be submitted on the Expense report, not the mileage claim form, as the account numbers are different.

Completed and approved Expense Reports with all receipts are to be forwarded to the Fiscal Assistant I to review and verify account numbers. The FA I will scan and return the reimbursement packet to the employee to be entered in iExpense under the category "Expense". It is then routed to the Accounting Department for payment.

Education Reimbursements

Education Reimbursements of up to \$400 per fiscal year are available for Head Start employees to assist them in taking college classes needed to comply with Head Start regulations, based on availability of funds.

The Tuition Reimbursement Request consists of two parts.

1. Part I must be completed and submitted to the employee's supervisor (Coordinator, Asst. Coordinator, or Social Service Manager) at the time of registration. A copy of this form is to be submitted to the Fiscal Assistant I, who will inform the Fiscal Assistant II for the purpose of monitoring the budget impact and projecting the availability of funds. The original approved copy stays with the employee, to be submitted with Part II when the course is completed.
2. Part II is to be completed within 4 weeks of course completion. This form is to be filled out and submitted with the original Part I request and the documents listed on the checklist on part II. When completed, please submit to the Fiscal Assistant I for processing. The FA I will verify information, enter the account number, scan and return it to the employee for entry in iExpense. The category under "Expense" is "Other Contracts."

Failure to follow the above procedures with prior approvals may require personal payment for unapproved items.



Santa Ana Unified School District

Early Childhood Education
Head Start

Rick L. Miller, Ph.D
Superintendent

Service Area Plans, Policies & Procedures

SAPPP Subject	Fiscal	SAPPP #:	Fiscal 07
Part:	Title 45, Part 92	Approval Date:	PC 9/16/14
Subpart:	C, Sec. 92.2	Effective Date:	
Section Title(s):	Open Purchase Order	Last Reviewed Date:	
Related Performance Standard(s):	OMB Common Rule Subpart C, Sec. _.20	Lead Responsibility	Fiscal Assistant II

(A) Policy:

It is the policy of SAUSD Head Start to establish internal controls to assure that Head Start funds are spent in compliance with Federal Regulations and Head Start performance standards

(B) Rationale:

Internal Controls are required for assuring that Head Start funds are being used in accordance with Head Start regulations and performance standards.

(C) Responsibility:

Fiscal Assistant I, Asst. Coordinator, Coordinator

(D) Procedure:

Procedure for Open Purchase Orders

Open Purchase Orders are set up at the beginning of each fiscal year for ongoing, preapproved small purchases with a small number of vendors. The Fiscal Assistant I enter a requisition in Oracle, which goes through a number of approvers before it reaches the Purchasing Department and a Purchase Order is created. Once the Purchase Order is created and a number is assigned, purchases can be made from the vendor.

The Head Start Coordinator or Assistant Coordinator determines who is approved to make purchases for the program. The names of these designated people are included on the original requisition and the Purchase Order.

In order for Classroom Staff to make purchases, the following steps must be completed:

1. Before making a purchase, fill out the *Request to Purchase Supplies* form and submit to the Assistant Coordinator for approval. The reason for purchase must be stated, as to why it is allowable, reasonable, and necessary. One form may be submitted for ongoing supplies purchased throughout the year. Additional items not listed

will require that a new form for those items be submitted.

2. The requestor may purchase approved items. They must take a copy of the Purchase Order with them to the vendor. The receipt(s) for purchases, along with a copy of the approved *Request to Purchase Supplies* form must be forwarded to the Fiscal Assistant I within a week of purchase.
3. The Fiscal Assistant I will sign off on the receipt, make a copy for Head Start records, and forward the original to the SAUSD Accounting Department for payment.

Failure to follow the above procedure with prior approvals may require personal payment for unapproved items.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

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

ITEM: **Consent**
SUBMITTED BY: **Doreen Lohnes, Assistant Superintendent, Support Services**
PREPARED BY: **Sonia Rodarte-Llamas, Ed.D., Director, School Climate**

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

Recommendations for Expulsions

Board Meeting: November 18, 2014

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	333109	Santa Ana/9	A	4	Community Day HS	01/30/15
2	319027	Santa Ana/9	A	2	County	06/18/15
3	314457	Valley/10	E, .4	1	Special Education	01/30/15

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

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

EXPULSION RECOMMENDATIONS

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

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$36,158

RECOMENDATION:

Approve the continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2014-15 school year.

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

Board Meeting: November 18, 2014

Rossier Park Schools:

<u>Student #:</u>	<u>Amount:</u>
315719	\$34,068

Approach and Learning Assessment, Inc. dba Olive Crest Academy:

<u>Student #:</u>	<u>Amount:</u>
346957	\$2,090

Total Not to Exceed: \$36,158

AGENDA ITEM BACKUP SHEET
November 18, 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 \$4,600

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: November 18, 2014

Student ID#:	Amount:	Expenditure:	Parent of:
191422	\$4,600	Attorney Fees	Augustin Egelsee, L.L.P.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 2014.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: October 20, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 15-OCT-2014 through 28-OCT-2014

Fund 01 General Fund	\$3,899,867.57
Fund 12 Child Development	\$187.00
Fund 13 Cafeteria Fund	\$280,216.36
Fund 14 Deferred Maintenance Fund	\$131,455.61
Fund 25 Capital Facilities Fund	\$97,109.03
Fund 26 Measure G Bond	\$6,302.86
Fund 29 Measure G	\$295,666.12
Fund 35 County School Facilities Fund	\$34,000.00
Fund 40 Special Reserve Fund	\$131,627.35
Fund 68 Workers' Compensation	\$3,500,000.00
Fund 81 Property & Liability	\$48,511.00
Grand Total:	\$8,424,942.90

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 01 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
310698	COMMERCIAL AQUATIC SERVICES, INC.		
Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES	\$38,159.15
311012	ARAMARK		
Child Nutrition: School Programs	Uniforms for Personnel/Students	NUTRITION SERVICES	\$42,000.00
311125	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.		
Workers' Compensation	W/C Claims Classified	RISK MANAGEMENT	\$3,500,000.00
311387	APPLE, INC.		
Unrestricted Discretionary Accounts	Materials & Supplies/Software	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$1,270.00
Unrestricted Discretionary Accounts	Non-Capitalized Equipment	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$25,177.00
311576	DELL MARKETING, L.P.		
Unrestricted Discretionary Accounts	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$24,192.00
IASA: Title I Basic Grants Low-Income	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$2,331.00
311686	GHATAODE BANNON ARCHITECTS, LLP		
Measure G Series E	Building Architect	WILLARD INTERMEDIATE SCHOOL	\$40,755.62
Measure G Series E	Plans All Other Printing, etc.	WILLARD INTERMEDIATE SCHOOL	\$1,000.00
311940	DELL MARKETING, L.P.		
IASA: Title I Basic Grants Low-Income	Materials & Supplies/Software	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$26,523.00
311942	THINK TOGETHER		
LCFF Supplemental/Concentration	Sub-Agreements for Services	ELEMENTARY DIVISION	\$201,575.00
IASA: Title I Basic Grants Low-Income	Sub-Agreements for Services	STUDENT ACHIEVEMENT	\$312,541.72
IASA: Title I Basic Grants Low-Income	Consultants Instructional	STUDENT ACHIEVEMENT	\$25,000.00

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 02 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location	Amount	
	Title III Limited English Proficiency Services LEP Student	Sub-Agreements for	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	\$560,383.28
312031	IFUSION SOLUTIONS, INC.			2014/06/10
	Unrestricted Discretionary Accounts	Consultant Noninstructional	TECHNOLOGY INNOVATION SERVICES	\$100,000.00
312038	EQUAL OPPORTUNITY SCHOOLS			2014/07/22
	IASA: Title I Basic Grants Low-Income	Sub-Agreements for Services	STAFF DEVELOPMENT	\$125,000.00
	IASA: Title I Basic Grants Low-Income	Consultants Instructional	STAFF DEVELOPMENT	\$25,000.00
312042	EDUCATION SOLUTIONS AND RESULTS			2014/08/26
	Unrestricted Discretionary Accounts	Consultant Noninstructional	EDUCATIONAL SERVICES DIVISION	\$38,000.00
312488	DELL MARKETING, L.P.			
	Unrestricted Discretionary Accounts	Materials & Supplies/Software	ROOSEVELT ELEMENTARY SCHOOL	\$36,311.25
312570	WESTERN PSYCHOLOGICAL SERVICES			
	Special Education	Materials & Supplies/Software	PSYCHOLOGICAL SERVICES/APE	\$50,014.80
312708	FOLLETT SCHOOL SOLUTIONS, INC.			
	Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$36,086.65
312826	ZARCA INTERACTIVE, INC. dba K12 INSIGHT			2014/06/10
	Unrestricted Discretionary Accounts	Consultant Noninstructional	BUSINESS SERVICES DIVISION	\$83,700.00
312898	AT&T DATACOMM, INC. dba AT&T DATACOMM			
	Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION	\$217,238.73
312902	HIBA SHUBLAK dba ACTIVE LEARNING			2014/09/09
	30-R2002-653 Before and After School Learning	Sub-Agreements for Services	EDUCATIONAL SERVICES DIVISION	\$16,975.00

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 03 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
312902	HIBA SHUBLAK dba ACTIVE LEARNING		2014/09/09
30-R2002-653	Before Consultants	EDUCATIONAL	\$25,000.00
	and After School Instructional	SERVICES DIVISION	
	Learning		
312910	TOYAMA KARATE-DO ORGANIZATION		2014/09/09
30-R2002-653	Before Sub-Agreements for	EDUCATIONAL	\$203,800.00
	and After School Services	SERVICES DIVISION	
	Learning		
30-R2002-653	Before Consultants	EDUCATIONAL	\$25,000.00
	and After School Instructional	SERVICES DIVISION	
	Learning		
312911	ARROW RESTAURANT EQUIPMENT		
	Child Nutrition: Non-Capitalized	NUTRITION SERVICES	\$70,910.00
	School Programs Equipment		
312919	AREY JONES EDUCATIONAL SOLUTIONS		
	Unrestricted Materials &	VILLA FUNDAMENTAL	\$23,814.00
	Discretionary Supplies/Software	INTERMEDIATE SCHOOL	
	Accounts		
	IASA: Title I Basic Materials &	VILLA FUNDAMENTAL	\$29,022.00
	Grants Low-Income Supplies/Software	INTERMEDIATE SCHOOL	
312921	AREY JONES EDUCATIONAL SOLUTIONS		
	Unrestricted Materials &	ROOSEVELT	\$36,167.50
	Discretionary Supplies/Software	ELEMENTARY SCHOOL	
	Accounts		
312927	AREY JONES EDUCATIONAL SOLUTIONS		
	Fund 40 QZAB Solar Other Equipment	HENINGER ELEMENTARY	\$43,686.20
	Energy Savings 2012	SCHOOL	
312928	AREY JONES EDUCATIONAL SOLUTIONS		
	Fund 40 QZAB Solar Other Equipment	TAFT ELEMENTARY	\$43,686.20
	Energy Savings 2012	SCHOOL	
312934	TAYLOR TENNIS COURTS, INC.		
	Ongoing & Major Maintenance	BUILDING SERVICES	\$27,500.00
	Maintenance Account Contracts Repairs		
312945	HECTOR R LUCERO		2014/09/23
	Unrestricted Consultant	BUSINESS SERVICES	\$60,000.00
	Discretionary Noninstructional	DIVISION	
	Accounts		

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 04 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
312949	BRANDON MYINT			2014/09/23
Unrestricted	Consultant	BUSINESS SERVICES		\$60,000.00
Discretionary	Noninstructional	DIVISION		
Accounts				
312950	VICTORIA E. TAIT			2014/09/23
Unrestricted	Consultant	BUSINESS SERVICES		\$60,000.00
Discretionary	Noninstructional	DIVISION		
Accounts				
312962	PARADIGM HEALTHCARE SERVICES			
Medi-Cal Billing	Sub-Agreements for	PUPIL SUPPORT		\$175,000.00
Option	Services	SERVICES		
Medi-Cal Billing	Consultants	PUPIL SUPPORT		\$25,000.00
Option	Instructional	SERVICES		
312963	NEXUS IS, INC.			
Measure G Series E		WILSON ELEMENTARY		\$107,555.25
		SCHOOL		
312991	OneOC			2014/06/24
Unrestricted	Consultants	WILSON ELEMENTARY		\$2,500.00
Discretionary	Instructional	SCHOOL		
Accounts				
Unrestricted	Consultants	KENNEDY ELEMENTARY		\$2,500.00
Discretionary	Instructional	SCHOOL		
Accounts				
Unrestricted	Consultants	KING ELEMENTARY		\$2,500.00
Discretionary	Instructional	SCHOOL		
Accounts				
IASA: Title I Basic	Consultants	PIO PICO ELEMENTARY		\$2,500.00
Grants Low-Income	Instructional	SCHOOL		
IASA: Title I Basic	Consultants	DIAMOND ELEMENTARY		\$2,500.00
Grants Low-Income	Instructional	SCHOOL		
IASA: Title I Basic	Consultants	FREMONT ELEMENTARY		\$2,500.00
Grants Low-Income	Instructional	SCHOOL		
IASA: Title I Basic	Consultants	MARTIN ELEMENTARY		\$2,500.00
Grants Low-Income	Instructional	SCHOOL		
IASA: Title I Basic	Consultants	MONTE VISTA		\$2,500.00
Grants Low-Income	Instructional	ELEMENTARY SCHOOL		

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 05 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
312991	OneOC		2014/06/24
IASA: Title I Basic	Consultants	SEPULVEDA	\$2,500.00
Grants Low-Income	Instructional	ELEMENTARY SCHOOL	
IASA: Title I Basic	Consultants	WASHINGTON	\$2,500.00
Grants Low-Income	Instructional	ELEMENTARY SCHOOL	
IASA: Title I Basic	Consultants	GARFIELD ELEMENTARY	\$2,500.00
Grants Low-Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultants	WALKER ELEMENTARY	\$2,500.00
Grants Low-Income	Instructional	SCHOOL	
312997	PLAYWORKS EDUCATION ENERGIZED		
IASA: Title I Basic	Sub-Agreements for	DIAMOND ELEMENTARY	\$5,000.00
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Sub-Agreements for	JEFFERSON	\$5,000.00
Grants Low-Income	Services	ELEMENTARY SCHOOL	
IASA: Title I Basic	Sub-Agreements for	MONTE VISTA	\$5,000.00
Grants Low-Income	Services	ELEMENTARY SCHOOL	
IASA: Title I Basic	Sub-Agreements for	KENNEDY ELEMENTARY	\$5,000.00
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Sub-Agreements for	CARVER ELEMENTARY	\$5,000.00
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Consultants	DIAMOND ELEMENTARY	\$25,000.00
Grants Low-Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultants	JEFFERSON	\$25,000.00
Grants Low-Income	Instructional	ELEMENTARY SCHOOL	
IASA: Title I Basic	Consultants	CARVER ELEMENTARY	\$25,000.00
Grants Low-Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultant	MONTE VISTA	\$25,000.00
Grants Low-Income	Noninstructional	ELEMENTARY SCHOOL	
IASA: Title I Basic	Consultant	KENNEDY ELEMENTARY	\$25,000.00
Grants Low-Income	Noninstructional	SCHOOL	
313156	ALL AMERICAN INSPECTION, INC.		
Measure G Series E	Building	FRANKLIN ELEMENTARY	\$30,000.00
	Inspection	SCHOOL	

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

From 15-OCT-2014 Through 28-OCT-2014 Page: 06 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location	Amount	
313203	CONTROLLED CLIMATE CONSTRUCTION, INC.			
	Child Nutrition: Maintenance	NUTRITION SERVICES	\$39,770.00	
	School Programs Contracts Repairs			
313247	EDUCATION PIONEERS, INC.			2014/06/10
	Unrestricted Consultant	TECHNOLOGY	\$76,500.00	
	Discretionary Noninstructional	INNOVATION SERVICES		
	Accounts			
313284	HORIZONS CONSTRUCTION CO. INT'L, INC.			
	OPSC School Building	GREENVILLE	\$34,000.00	
	Facilities Bond Contractor	FUNDAMENTAL		
	Projects	ELEMENTARY SCHOOL		
313337	ANDREA BAIRD, LMFT			2014/09/23
	Special Ed: Mental Sub-Agreements for	SPECIAL EDUCATION	\$30,000.00	
	Health Services Services			
	Special Ed: Mental Consultants	SPECIAL EDUCATION	\$25,000.00	
	Health Services Instructional			
313340	SULA GOLDENBERG			2014/09/23
	Special Ed: Mental Sub-Agreements for	SPECIAL EDUCATION	\$17,000.00	
	Health Services Services			
	Special Ed: Mental Consultants	SPECIAL EDUCATION	\$25,000.00	
	Health Services Instructional			
313347	COMMLINE, INC.			
	Property & Non-Capitalized	RISK MANAGEMENT	\$35,046.00	
	Liability Equipment			
313384	TJ JANCA CONSTRUCTION, INC.			
	Capital Facilities	DIAMOND ELEMENTARY	\$26,855.00	
	Fund	SCHOOL		

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: October 28, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Expenditures Summary: From 15-OCT-2014 through 28-OCT-2014

Fund 01 General Fund	\$3,804,393.09
Fund 12 Child Development	\$4,586.68
Fund 13 Cafeteria Fund	\$715,797.82
Fund 14 Deferred Maintenance Fund	\$117,114.15
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$3,196.25
Fund 25 Capital Facilities Fund	\$16,000.04
Fund 29 Measure G	\$109,389.93
Fund 35 County School Facilities Fund	\$62,755.80
Fund 40 Special Reserve Fund	\$39,479.73
Fund 68 Workers' Compensation	\$321,890.28
Fund 69 Health & Welfare	\$258,918.52
Fund 81 Property & Liability	\$26,920.82
Total Expenditures:	\$5,480,443.11

Prepared By: Christeen Betz, Director, Accounting

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

BOARD OF EDUCATION

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

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84198785	ORACLE AMERICA, INC. Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$52,976.42
84198704	WESTERN POWER SYSTEMS Ongoing & Major Maintenance Account	BUILDING SERVICES	\$59,886.00
84198579	U S BANK - CAL CARD AVID-OCDE Destination Graduation-High Schools AVID-OCDE Destination Graduation-Intermediate Schools Beginning Teacher-BTSA Carol M White PEP Grant Child Nutrition: Healthy Active Families Donations (Miscellaneous)	MIDDLE COLLEGE HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL STAFF DEVELOPMENT SPECIAL PROJECTS/WELLNESS SPECIAL PROJECTS/WELLNESS ADAMS ELEMENTARY SCHOOL BUILDING SERVICES COMMUNITY DAY HIGH SCHOOL DIAMOND ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL SANTIAGO ELEMENTARY SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL CARVER ELEMENTARY SCHOOL CHILD DEVELOPMENT CARR INTERMEDIATE SCHOOL CARVER ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL	\$174,489.48
	Fund 01 General Fund		
	Head Start		
	IASA: Title I Basic Grants Low-Income and Neglected, Part A		

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		EARLY CHILDHOOD EDUCATION	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		GARFIELD ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		STAFF DEVELOPMENT	
		STUDENT ACHIEVEMENT	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
	Kaiser Permanente Child Health Plan Outreach Grant	PUPIL SUPPORT SERVICES	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	LCFF-Supplemental/Concentration	EDUCATIONAL SERVICES DIVISION	
	Lottery: Instructional Materials	MIDDLE COLLEGE HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
	Special Education	SPECIAL EDUCATION	
		SPEECH & LANGUAGE	
		TAFT ELEMENTARY SCHOOL	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Title II-Part A Improving Teacher Quality	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CARVER ELEMENTARY SCHOOL	
		CENTURY HIGH SCHOOL	
		CHAVEZ CONTINUATION HIGH SCHOOL	
		COMMUNICATIONS OFFICE	
		COMMUNITY RELATIONS	
		CONSTRUCTION	
		DAVIS ELEMENTARY SCHOOL	
		DIAMOND ELEMENTARY SCHOOL	
		EDUCATIONAL SERVICES DIVISION	

SAUSD Board of Education Warrant Listing

October 15, 2014

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Check #

Vendor

Location

Amount

FACILITIES/GOVERNMENTAL RELATIONS

FRANKLIN ELEMENTARY SCHOOL

FREMONT ELEMENTARY SCHOOL

GODINEZ FUNDAMENTAL HIGH SCHOOL

HEROES ELEMENTARY SCHOOL

HOOVER ELEMENTARY SCHOOL

HUMAN RESOURCES DIVISION

INSTRUCTIONAL MEDIA CENTER

KING ELEMENTARY SCHOOL

LATHROP INTERMEDIATE SCHOOL

LINCOLN ELEMENTARY SCHOOL

LORIN GRISET ACADEMY

LOWELL ELEMENTARY SCHOOL

MACARTHUR FUNDAMENTAL INTERMEDIATE
SCHOOL

MADISON ELEMENTARY SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE
SCHOOL

MIDDLE COLLEGE HIGH SCHOOL

MUIR FUNDAMENTAL ELEMENTARY SCHOOL

PAYROLL DEPARTMENT

PIO PICO ELEMENTARY SCHOOL

PUBLICATIONS

PUPIL SUPPORT SERVICES

PURCHASING DEPARTMENT

RESEARCH AND EVALUATION

SADDLEBACK HIGH SCHOOL

SANTA ANA HIGH SCHOOL

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		SUPERINTENDENT'S OFFICE	
		TECHNOLOGY INNOVATION SERVICES	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WAREHOUSE AND DELIVERY	
		WASHINGTON ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Visual & Performing Arts Professional Learning Community Grant	VISUAL & PERFORMING ARTS	
84198526	TOYAMA KARATE-DO ORGANIZATION		\$36,000.00
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	
84198515	KEY UNITED MECHANICAL CONTRACTORS dba		\$38,119.54
	California Clean Energy Jobs Act (Prop 39)	HARVEY ELEMENTARY SCHOOL	
84198506	EQUAL OPPORTUNITY SCHOOLS		\$57,500.00
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	

SAUSD Board of Education Warrant Listing

October 15, 2014

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Check # Vendor Location Amount

Fund 13 Cafeteria Fund

84198736	THE FRUITGUYS		\$36,306.64
	Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL	
		CARVER ELEMENTARY SCHOOL	
		DAVIS ELEMENTARY SCHOOL	
		DIAMOND ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		GARFIELD ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Child Nutrition: School Programs	NUTRITION SERVICES	
84198724	GOLD STAR FOODS		\$31,770.56
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84198722	GOLD STAR FOODS		\$41,214.38
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
84198718	DRIFTWOOD DAIRY		\$57,170.47
	Child Nutrition: School Programs	NUTRITION SERVICES	
84198712	A & R WHOLESALE DISTRIBUTORS		\$34,063.79
	Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

October 15, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		CENTURY HIGH SCHOOL	
		LORIN GRISET ACADEMY	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
84198710	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs		\$94,508.25
		CARR INTERMEDIATE SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
 Fund 68 Workers' Compensation			
84198769	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation		\$300,046.19
		RISK MANAGEMENT	
 Fund 69 Health & Welfare			
84198771	ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG) Health & Welfare - Active Employees Health & Welfare - Retired Employees		\$256,232.12
		DISTRICT EMPLOYEE BENEFITS	
		DISTRICT EMPLOYEE BENEFITS	
 Fund 81 Property & Liability			
84198774	CORVEL CORPORATION Fund 81 Property & Liability		\$25,568.09
		RISK MANAGEMENT	
Grand Total:			\$1,295,851.93

SAUSD Board of Education Warrant Listing

October 22, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84198888	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT PUBLICATIONS WAREHOUSE AND DELIVERY BUILDING SERVICES	\$61,661.36
84198800	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$106,605.23
84198807	DATA SYSTEMS INTERNATIONAL, INC. Fund 01 General Fund Unrestricted Discretionary Accounts	PUBLICATIONS WAREHOUSE AND DELIVERY	\$32,555.30
84198821	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials Unrestricted Discretionary Accounts	STATE TEXTBOOKS SANTA ANA HIGH SCHOOL	\$71,247.63
84198835	THINK TOGETHER 21st Century ASSETS (roll-up 4124) 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION EDUCATIONAL SERVICES DIVISION	\$889,847.90
84198842	XEROX CORPORATION Fund 01 General Fund Unrestricted One-time Funds	PUBLICATIONS PUBLICATIONS	\$65,454.94
84198846	AREY JONES EDUCATIONAL SOLUTIONS Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A	ACCOUNTING DEPARTMENT DAVIS ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL	\$111,199.90

SAUSD Board of Education Warrant Listing

October 22, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	IASA: Title I Migrant Ed Regular and Summer Program	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
	Unrestricted Discretionary Accounts	MIGRANT EDUCATION	
		ESQUEDA ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
		WILSON ELEMENTARY SCHOOL	
84198859	DURHAM SCHOOL SERVICES, L.P.		\$991,556.93
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	
84198798	CITY OF SANTA ANA		\$87,081.30
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84198881	QUILL CORPORATION		\$26,225.08
	Fund 01 General Fund	WAREHOUSE AND DELIVERY	
84198918	INTERIOR MANAGEMENT, INCORPORATED		\$27,481.40
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
84198975	PARADIGM HEALTHCARE SERVICES		\$63,087.44
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
84198979	RED ROCK CANYON SCHOOL ADOLESCENT		\$25,170.00
	Special Ed: Mental Health Services	SPECIAL EDUCATION	
	Special Education	SPECIAL EDUCATION	
84198876	PEARSON ASSESSMENTS		\$61,750.00
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Unrestricted Discretionary Accounts	RESEARCH AND EVALUATION	

SAUSD Board of Education Warrant Listing

October 22, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 13 Cafeteria Fund			
84199009	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CENTURY HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES SIERRA PREPARATORY ACADEMY VALLEY HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$45,236.41
84199011	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES SIERRA PREPARATORY ACADEMY VALLEY HIGH SCHOOL WILLARD INTERMEDIATE SCHOOL	\$122,017.75
84199014	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL	\$41,959.84
84199020	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$56,364.10
Fund 35 County School Facilities Fund			
84199051	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects-Second Issuance	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	\$32,300.00
Grand Total:			\$2,918,802.51

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 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 October 15, 2014 through October 28, 2014.

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
November 18, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
1.	Kaiser Permanente Educational Theatre	Davis Elementary School: Will provide a Literacy Program for students in grades K-2 which includes a theatre performance Jay and E and the ZigZag Sea. A follow up workshop will be provided to engage students in a literacy task. They will also provide a parent training on how literacy impacts children's health and well being.	December 11, 2014 through January 30, 2015		No cost to the District	N/A
2.	Kaiser Permanente Educational Theatre	Harvey Elementary School: Will provide a two 1 hour assembly for 3-5 grade students, and is designed to compliment conflict management and violence prevention efforts in schools and communities. It supports the Health Education Content Standards for California Public Schools in the areas of interpersonal communication.	November 21, 2014		No cost to the District	N/A
3.	Junior Achievement of Orange County	Hoover Elementary School: Will work with K-5 grade students to inspire and prepare young people to succeed in a global economy through a partnership with California Republic Bank.	November 19, 2014		No cost to the District	N/A
4.	Tony and Lisseth Orozco dba Disciplina Positiva	Lincoln Elementary School: Will provide a two-hour parent training session that will take place once per week over a six-week period. Parents will learn through a series of experiential activities that will help them face the challenges that they experience with children.	January 16, 2015 through February 27, 2015		Title I	\$4,000

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

November 18, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
5.	Bowers Museum Ratification	Madison Elementary School: Will provide a two 2 hour assemblies for 3-4 grade students, where they will learn about the lifestyle, dress, tools, homes, hunting, trade and arts, and crafts of the first Southern Californians through artifacts, photographs, and hands-on activities.	November 7, 2014 through November 13, 2014		No cost to the District	N/A
6.	Smarty Ants, Inc.	Monte Vista Elementary School: Will provide professional development and support to K-3 grade students, and teachers in the implementation of the Early Literacy Technology Program. Students will increase achievement in Foundational Literacy Skills through access to thousands of digital books.	November 19, 2014 through June 18, 2015		Title I	\$5,000
7.	UC Irvine Ratification	Monte Vista Elementary School: Will provide two 1 hour assemblies for 4 grade students, using demonstrations, math problems, hypothesis and hands-on activities to teach a few fundamental physics concepts on electricity.	November 14, 2014 through December 12, 2014		No cost to the District	N/A
8.	California Weekly Explorer, Inc.	Muir Fundamental School: Will provide three presentations to grade students and teachers which goes hand-in-hand with the America's History Curriculum. Through these presentations, students will gain an enriched understanding of America history.	April 14-16, 2015		Donation Account	\$1,725
9.	Orange County Opera, Inc.	Washington Elementary School: Will provide the opera performance "The Barber of Seville."	January 8, 2015		Title I	\$475

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

November 18, 2014

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NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
10.	Orange County Department of Education	Spurgeon Intermediate School: Will continue to provide training for teachers and staff on "English Learners in the Common Core" and have four half-day walkthroughs.	November 19, 2014 through June 30, 2015		Title I	\$7,000
11.	Vernier Software and Technology	Saddleback High School: Will provide instruction to Science teachers on how to incorporate Vernier data-collection technology in the classroom. Teachers will be trained to use the equipment optimally.	February 1, 2015 through April 30, 2015		Discretionary Fund	\$2,000
12.	PBS SoCal	Head Start Program: Will provide a series of lesson plans for Head Start children workshops for parents, and training for teachers. Learning resources provided for kids, parents and interactive games and activities encourage parents to make the connection between home and school with the goal of helping children ages 2-8 get ready to read.	November 19, 2015 through June 30, 2015		No cost to the District	N/A
13.	Heather Lawton	Head Start Program: Will provide training to staff on the Class Tool instructional support in which includes concept development, language modeling and quality of feedback. The instructor will provide strategies and concepts to enhance teachers' ability to provide quality instruction and promote positive outcomes for a child.	November 19, 2014 through June 30, 2015		Head Start	\$4,000

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Business Services
November 18, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
14.	Asset Works	Will provide Districtwide fixed asset inventory services and reporting.	November 19, 2014 through June 30, 2015		General Fund	\$98,500
15.	Vavrinek Trine Day Company, LLP	Will conduct a compliance item of the after school program.	November 19, 2014 through June 30, 2015		General Fund	\$10,000

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI1400051 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: LBI1400051 RV.

DESCRIPTION OF DAMAGE/INJURY:

Claimant requests reimbursement for personal injury.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Number: LBI1400051 RV.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Approval of Disposal of Used Vehicles

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 of disposal of used vehicles. The District has surplus vehicles that have been deemed unserviceable due to overall mechanical condition, excessive mileage or age.

RATIONALE:

All vehicles have been inspected and discovered to be non-operative beyond use of repair. The vehicles are being disposed through public auction. Monies from the sale and disposal of District vehicles will be deposited to the General Fund. Authorization by the Board is required for disposal.

Three vehicles have been identified as surplus vehicles as follows:

Vehicle No.	Year	Make	VIN No./Serial No.	Miles	License No.	District ID	Location
285	1997	Chevy Van	1GCDM19W7VB173867		018693	N/A	District
407	2005	Crown Victoria	2FAFP71W24X154577	N/A	1071930	N/A	District
122	1972	Champ Forklift	CC725219	N/A	611778	24667	District

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the disposal of used vehicles, pursuant to Board Policy 3270.

SP:mm

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Authorization to Obtain Bids for Purchase of Handheld Radios and Accessories Districtwide**

ITEM: **Consent**

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

PREPARED BY: **Jonathan Geiszler, Director, Purchasing and Stores**
Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for the purchase of handheld radios and accessories Districtwide.

RATIONALE:

There is a Districtwide need to replace aging hand held radio equipment and accessories, and purchase additional equipment/accessories for school sites and District administrative offices. Issuing bids for these products will ensure the District will receive the lowest cost available for necessary purchases of radios and accessories while continuing to meet the standard for the equipment required to operate properly on the District's existing site based and emergency communications radio systems.

FUNDING:

Not Applicable

RECOMMENDATION:

Authorize staff to obtain bids for purchase of handheld radios and accessories Districtwide.

SP:mm

AGENDA ITEM BACK-UP SHEET
November 18, 2014

Board Meeting

TITLE: Authorization to Utilize California Multiple Award Schedule Agreement with Bretford Manufacturing, Inc., for Purchase of Notebook and Tablet Charging Carts

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 to utilize California Multiple Award Schedule (CMAS) Agreement for the purchase of notebook and tablet charging carts through Bretford Manufacturing, Inc.

RATIONALE:

On June 11, 2013, the State of California entered into an agreement with Bretford Manufacturing, Inc., which granted local government agencies the ability to purchase notebook and tablet charging carts by utilizing the Bretford Manufacturing, Inc., CMAS Contract No. 4-13-71-0133A. The CMAS Contract will continue in effect until termination or not to exceed a period of four years. The CMAS Contract No. 4-13-71-0133A is currently effect until April 30, 2017.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by Bretford Manufacturing, Inc., have been assessed to be fair, reasonable and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Bretford Manufacturing, Inc., as allowed under the CMAS Contract No. 4-13-71-0133A.

FUNDING:

Various Funds

RECOMMENDATION:

Authorize staff to utilize the California Multiple Award Schedule Contract No. 4-13-71-0133A awarded to Bretford Manufacturing, Inc., for the purchase of notebook and tablet charging carts.

**AGENDA ITEM BACKUP SHEET
November 18, 2014**

Board Meeting

TITLE: Approval of Deductive Change Order No. 1 for Repair of Gymnasium at Valley High School

ITEM: Consent

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Deductive Change Order No. 1 for the repair of the gymnasium at Valley High 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:

At the January 28, 2014 meeting, the Board awarded a contract for the repair of the gymnasium at Valley High School to Horizons Construction Co. International, Inc. During the course of construction, changes to the contract occurred, creating a net deduction on the contract.

Change order pertains to the following:

Project	Description	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Valley High School	Repair of Gymnasium	\$797,000.00	\$89,435.00	\$707,565.00	Horizons Construction Co. International, Inc.
TOTAL SAVINGS:		<u>\$797,000.00</u>	<u>(\$89,435.00)</u>	<u>\$707,565.00</u>	

FUNDING:

Capital Facilities Fund 40: Reduction of \$89,435.00

RECOMMENDATION:

Approve Deductive Change Order No. 1 for the repair of the gymnasium at Valley High School in the amount of \$89,435.00 for a revised total of \$707,565.

JD:rb

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Acceptance of Completion of Contract for Repair of Gymnasium at Valley High School

ITEM: Consent

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of completion of a contract for the repair of the gymnasium at Valley High School. On June 11, 2013, an incident occurred in the gymnasium utility room due to a gas leak, which resulted in structural and interior damage.

RATIONALE:

At its January 28, 2014 meeting, the Board awarded a contract for the repair of the gymnasium to Horizons Construction Co. International, Inc. District staff has confirmed that the work has been completed in accordance with the terms of the contract. Public Contract Code Sections 9201-9203 require the local agency to withhold retention from the contract price until final completion and acceptance of the project. The bid package was within budget and there was one deductive change order.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Valley HS	Repair of Gymnasium	\$707,565.00	\$35,378.25	1	Horizons Construction Company International, Inc.
	TOTAL:	<u>\$707,565.00</u>	<u>\$35,378.25</u>		

FUNDING:

Capital Facilities Fund 40: \$35,378.25 (5% retention)
 (To be reimbursed by Alliance of Schools for Cooperative Insurance)

RECOMMENDATION:

Accept the November 18, 2014, completion of contract with Horizons Construction Co. International, Inc. for the repair of the gymnasium at Valley High School.

AGENDA ITEM BACKUP SHEET
November 18, 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

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN STATUS					
Bonnema, Telly	Teacher	Muir	October 9, 2014		From Intern to Probationary II
Rogers, Tracy	Speech and Language Pathologist	Speech Department	October 9, 2014		From Emergency 44911 to Probationary I
39-MONTH REEMPLOYMENT					
Veit, Patrick	Teacher	Esqueda	October 21, 2014	January 21, 2018	
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
York, Jennifer	Teacher	Godinez	October 21, 2014	November 14, 2014	Child Care
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Paid with Benefits					
Basart, Michael	Speech and Language Pathologist	Speech Department	October 27, 2014	November 17, 2014	Statutory
Shelby, Cathy	Teacher	Sepulveda	November 3, 2014	November 21, 2014	Statutory
CALIFORNIA FAMILY RIGHTS ACT (3 to 20 duty days) - Without Pay with Benefits					
Cerne, Elisabeth	Teacher	Carver	November 6, 2014	November 19, 2014	Statutory

Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Bailey, Kathleen	Teacher	Special Education	August 25, 2014	October 29, 2014	Statutory
Blaylock, Mary	Teacher	Muir	September 4, 2014	December 5, 2014	Statutory
Westberg, Carmen	Assistant Principal	King	October 27, 2014	December 19, 2014	Statutory
CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Without Pay with Benefits					
Hess, Thomas	Teacher	Godinez	October 16, 2014	November 21, 2014	Statutory
Maldonado, Angela	Teacher	Segerstrom	October 15, 2014	November 21, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Paid with Benefits					
Basart, Michael	Speech and Language Pathologist	Speech Department	October 27, 2014	November 17, 2014	Statutory
Shelby, Cathy	Teacher	Sepulveda	November 3, 2014	November 21, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Cerne, Elisabeth	Teacher	Carver	November 6, 2014	November 19, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Bailey, Kathleen	Teacher	Special Education	August 25, 2014	October 29, 2014	Statutory
Blaylock, Mary	Teacher	Muir	September 4, 2014	December 5, 2014	Statutory
Guerrero-Duenas, Maria	Teacher	Lincoln	October 28, 2014	February 6, 2015	Statutory

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - November 18, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits (Continued)					
Westberg, Carmen	Assistant Principal	King	October 27, 2014	December 19, 2014	Statutory
FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
Hess, Thomas	Teacher	Godinez	October 16, 2014	November 21, 2014	Statutory
Maldonado, Angela	Teacher	Segerstrom	October 15, 2014	November 21, 2014	Statutory
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Bailey, Kathleen	Teacher	Special Education	October 30, 2014	November 17, 2014	Statutory
Cerne, Elisabeth	Teacher	Carver	November 3, 2014	November 5, 2014	Statutory
Mendoza, Fabiola	Teacher	Sepulveda	October 23, 2014	November 21, 2014	Statutory
Morten, Jessica	Teacher	Martin	October 27, 2014	October 27, 2014	Statutory
Tomosada, Karen	Speech and Language Pathologist	Speech Department	November 3, 2014	November 14, 2014	Statutory
EXTENSION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Bailey, Kathleen	Teacher	Special Education	October 30, 2014	November 17, 2014	Statutory
Tomosada, Karen	Speech and Language Pathologist	Speech Department	November 3, 2014	November 14, 2014	Statutory

Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Callaway, Katrina	Assistant Principal	Segerstrom	From October 10, 2014 to November 3, 2014	December 19, 2014	Statutory
Jaramillo, Rosa	Teacher	Taft	September 18, 2014	From December 2, 2014 to December 1, 2014	Statutory
Vargas, Kristine	Teacher	Sepulveda	August 27, 2014	From November 3, 2014 to October 31, 2014	Statutory
EXTRA DUTY 2014-15					
Baker, Judith	Substitute	Educational Services/ Special Project	October 29, 2014	June 19, 2015	Substitute Short Term Assignment
Martin, Roszema	Substitute	Educational Services/ Special Project	October 29, 2014	June 19, 2015	Substitute Short Term Assignment
GRADE LEVEL LEADERS 2014-15					
Acosta, Arnulfo		Jefferson	2014-15		
Apodaca, Lidia		Jefferson	2014-15		
Campagnola, Loretta		Jefferson	2014-15		
Cobb, Jessica		Jefferson	2014-15		

Personnel Calendar
Board Meeting - November 18, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2014-15					
Aguinaga, Christina					
Alvarado, Danielle					
Avila, Jessica					
Badilla, Lauren					
Berumen, Lino					
Black, Kelly					
Blackburn, Richard					
Brunner, Eric					
Camero, Wendolyne					
Cid, Kimberly					
Cruz, Sherriann					
Daniels, Thomas					
Dean, Jason					
Dehaan, Ryan					
Dement, Jeff					
Dominguez-Rivera, Sandra					
Doran, Ryan					
Fields, Janice					
Galvan, Sylvia					
Gonzalez, Sara					
Griggs, Bishop					
Guerrero, Dalia					
Harris, Erin					
Holmstrom, Mitchell					

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2014-15 (Continued)					
Luyks, Leona					
Majumdar, Subashis					
Martinez, Marti					
Matulich, Joanne					
Mehta, Mili					
Mesa, Audra					
Minichiello, Jennifer					
Moreno Cuevas, Elizabeth					
Mottle, Allison					
Munoz, Giovanna					
Nguyen, Ky					
Oglesby, Michael					
Packard, Crystal					
Pascua, Sharon					
Peterson, Loretta					
Phaire, Mary					
Pride, Cassandra					
Rivera, Jessica M.					
Robertson, Dacia					
Rodda, Nicholas					
Rodriguez, Krystabelle					
Salio, Elizabeth					
Sandford, Kristin					
Santiago, Joanna					

Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTES 2014-15 (Continued)					
Sixtos, Dulce					
Spikes, Madison					
Tucker, Christi					
Valdez, Candice					
Zamora Vaal, Mirna					
RETIRED SUBSTITUTES 2014-15					
Carlisle, Denny					
Twigg, Dora					
ROP TEACHERS 2014-15					
Minichiello, Jennifer					
Santiago, Joanna					
ROP SUBSTITUTES 2014-15					
Minichiello, Jennifer					
Santiago, Joanna					
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.7(b)					
Butler, Merlo		Century	2014-15		Competitive Sport
Cavanaugh, John		Century	2014-15		Competitive Sport

**Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.7(b) (Continued)					
Cortes, Teodoro		Century	2014-15		Competitive Sport
Fidel, Brianna		Century	2014-15		Competitive Sport
Govier, Robert		Century	2014-15		Competitive Sport
Greer, William		Century	2014-15		Competitive Sport
Molina, Fausto Jr.		Century	2014-15		Competitive Sport
Silverman, Steven		Century	2014-15		Competitive Sport
West, Jeffrey		Century	2014-15		Competitive Sport
Brito, Lucio		Godinez	2014-15		Competitive Sport
Cannata, Ernie		Godinez	2014-15		Competitive Sport
C'De Baca, Cooper		Godinez	2014-15		Competitive Sport
Cortez, Heriberto		Godinez	2014-15		Competitive Sport
Fernandez, Ruben		Godinez	2014-15		Competitive Sport
Koeler, James		Godinez	2014-15		Competitive Sport
Mac Lennan, Luke		Godinez	2014-15		Competitive Sport
Morris, Jessica		Godinez	2014-15		Competitive Sport
Pola, Kevin		Godinez	2014-15		Competitive Sport
Prado, Hilda		Godinez	2014-15		Competitive Sport
Snyder, William		Godinez	2014-15		Competitive Sport
Gregory, Susan		Saddleback	2014-15		Competitive Sport
Silva, Meliton		Saddleback	2014-15		Competitive Sport
Thompson, Robert		Saddleback	2014-15		Competitive Sport
Whittington, Cheryl		Saddleback	2014-15		Competitive Sport

**Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.7(b) (Continued)					
Elmasy, Fareed		Santa Ana	2014-15		Competitive Sport
Glabb, Scott		Santa Ana	2014-15		Competitive Sport
Goldby, Jessica		Santa Ana	2014-15		Competitive Sport
Hollingshead, Jason		Santa Ana	2014-15		Competitive Sport
Johnson, Lara		Santa Ana	2014-15		Competitive Sport
Leon, Jose		Santa Ana	2014-15		Competitive Sport
Lillie, Brian		Santa Ana	2014-15		Competitive Sport
Penafior, Joe		Santa Ana	2014-15		Competitive Sport
Ramirez, Robert		Santa Ana	2014-15		Competitive Sport
Tayco, Lance		Santa Ana	2014-15		Competitive Sport
Walker, Kenneth		Santa Ana	2014-15		Competitive Sport
Altamirano, Michael		Segerstrom	2014-15		Competitive Sport
Bates, Jamie		Segerstrom	2014-15		Competitive Sport
Castanha, William		Segerstrom	2014-15		Competitive Sport
Echaves, Michael		Segerstrom	2014-15		Competitive Sport
Fairley, Megan		Segerstrom	2014-15		Competitive Sport
Kimmons, Herbert III		Segerstrom	2014-15		Competitive Sport
Maceranka, Michael		Segerstrom	2014-15		Competitive Sport
Maldonado, Angela		Segerstrom	2014-15		Competitive Sport
Salway, Andrew		Segerstrom	2014-15		Competitive Sport
Stevenson, Neil		Segerstrom	2014-15		Competitive Sport
Tagalao, Joseph		Segerstrom	2014-15		Competitive Sport
Vu, Lan		Segerstrom	2014-15		Competitive Sport
Wolfe, Michael		Segerstrom	2014-15		Competitive Sport

**Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.7(b) (Continued)					
Castaneda Alvarez, Paul		Valley	2014-15		Competitive Sport
Conover, Matthew		Valley	2014-15		Competitive Sport
Corradino, Damian		Valley	2014-15		Competitive Sport
Delgado, Gabriel		Valley	2014-15		Competitive Sport
Kitagawa, Christine		Valley	2014-15		Competitive Sport
Lammers, Frederick		Valley	2014-15		Competitive Sport
Lee, Michelle		Valley	2014-15		Competitive Sport
Mohr, Lawrence		Valley	2014-15		Competitive Sport
Moore, Aimee		Valley	2014-15		Competitive Sport
Morris, Matthew		Valley	2014-15		Competitive Sport
Ortiz, Brenda		Valley	2014-15		Competitive Sport
Terwilliger, Erik		Valley	2014-15		Competitive Sport
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.2					
Bruns, Rodney		Carr	2014-15		Language Arts
Menaldo, Anne		Carr	2014-15		Math
Armstrong, Mark		McFadden	2014-15		Language Arts
Burton, Bernard Jr.		McFadden	2014-15		Science
Clupper, Michael		Villa	2014-15		Science

**Personnel Calendar
Board Meeting - November 18, 2014
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44256(b)					
Alexander, Russell		Lathrop	2014-15		Science
Garcia, Teresa D.		Mendez	2014-15		Math
Ward, Deborah		Sierra	2014-15		Social Science
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44263					
Dawson, Brian		Century	2014-15		Biology
Kennedy, Maria		Century	2014-15		English
Venegas, Joe Jr.		Century	2014-15		Social Science
Carver, Jill		MacArthur	2014-15		Math
Hinman, Robert		Santa Ana	2014-15		English
Killion, Darryl		Santa Ana	2014-15		Earth Science
Leek, Diana		Santa Ana	2014-15		P.E.
Reynolds, Gary		Santa Ana	2014-15		Physics
CO-CURRICULAR 2014-15					
Morgan, Juliana		Saddleback			Kiwanis Bowl

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2014-15 Action Plan (Ratification)	Esqueda	Title I	\$1,200	July 7, 2014
2014-15 Intermediate After School Sports Program for Tournaments - Certificated After School Planning	Secondary Division/Special Projects	ASES - After School Program	\$1,000	December 1, 2014
After School Planning	Heninger	Title I	\$10,000	November 19, 2014
After School Tutoring	Harvey	Title I	\$8,840	November 19, 2014
CAHSEE Success Tutoring	Lorin Grisnet	CAHSEE Success Plan Budget	\$8,912	November 19, 2014
Curriculum Writing - Online Courses	Learning Innovation with Technology	Common Core Block Grant	\$150,000	November 19, 2014
Curriculum/Instruction Planning and Collaboration	Romero-Cruz	Title I	\$5,000	November 19, 2014
District Writing Assessment Scorers Grades 6-12 Retired Teachers	English Learner Programs and Student Achievement	Title I	\$18,000	January 20, 2015
Extended Response Scoring	Secondary Division	Title I	\$221,000	November 19, 2014
Extra Duty - Curriculum Planning	Sepulveda	Site Discretionary	\$4,200	November 19, 2014
Extra Duty - Curriculum Research (Ratification)	Support Services	Special Education	\$2,300	July 1, 2014
Extra Duty - Education Trainings (Ratification)	Support Services	Special Education	\$5,384	August 1, 2014
Extra Duty - IEP Writing (Ratification)	Support Services	Special Education	\$5,000	July 1, 2014
Extra Duty Translator/Interpreter	Educational Services	LCAP	\$5,000	November 19, 2014
Extra Duty: Speech Programming (Ratification)	Elementary Division	Special Education	\$17,000	August 27, 2014

**Board Meeting
November 18, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
GATE Staff Development Instructor	GATE/Educational Services Division	Common Core Block Grant	\$2,020	November 19, 2014
GATE Staff Development Participant	GATE/Educational Services Division	Common Core Block Grant	\$27,726	November 19, 2014
Intramural Sports Program - Intermediate	Esqueda	General Funds	\$15,000	November 19, 2014
Migrant Education Enrichment Tutoring for English Learners - Grades 11th-12th	English Learner Programs	Migrant Education Program	\$24,000	November 19, 2014
Migrant Education Enrichment Tutoring for English Learners - Grades 3rd-5th	English Learner Programs	Migrant Education Program	\$80,000	November 19, 2014
PBIS Team Stipend	Harvey	Unrestricted General Funds	\$2,000	November 19, 2014
Professional Development Participation	Romero-Cruz	Title I	\$3,000	November 19, 2014
Program Planning - Migrant Education Enrichment Program	English Learner Programs	Migrant Education Program - Enrichment	\$5,000	November 19, 2014
Saturday School	Heninger	Title I	\$4,000	November 19, 2014
SCOTS Program Certificated Support Staff	McFadden	General Fund	\$6,000	November 19, 2014
Staff Development - Migrant Education	English Learner Programs and Student Achievement	Migrant Education Program	\$5,000	November 19, 2014
Teacher Extra Pay - Curriculum Writing	Madison	Discretionary	\$550	November 19, 2014
Teacher Extra Pay - Instrumental Music Instruction	Madison	Title I	\$4,400	November 19, 2014
Teacher Extra Pay - Instrumental Music Instruction	Kennedy	Title I	\$4,400	December 1, 2014
Teacher Extra Pay Parent Education Instructor	Madison	Discretionary	\$600	November 19, 2014

**Board Meeting
November 18, 2014**

**AGENDA ITEM REQUESTS
CERTIFICATED
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Tutoring	Romero-Cruz	Title I	\$8,000	November 19, 2014
Tutoring for At-Risk and Low-Performing Students	Esqueda	Title I	\$50,000	December 1, 2014
Tutoring Intervention (Ratification)	MacArthur	Title I	\$8,000	August 27, 2014

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay						
Cornejo, Edwin	Instr. Asst. Sev. Dis.	Villa	October 14, 2014	December 5, 2014		Personal
Mancilla, Lorena	Preschool Teacher	Wilson	October 24, 2014	December 1, 2014		Personal
Vallejo, Rosa	Sr. Fd. Svc. Wkr.	Spurgeon	October 22, 2014	June 18, 2015		Intermittent Basis
FAMILY CARE & MEDICAL LEAVES (3 to 20 duty days) - Paid						
Fargier, Diana	Preschool Teacher	Garfield	October 22, 2014	November 18, 2014		Statutory Leave
Marroquin, Saydee	Migrant Ed. Comm. Asst.	Migrant Ed.	October 13, 2014	October 30, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVES (21 duty days or more) - Paid						
Montes, Julia	Career Guidance Tech.	Century	October 22, 2014	December 10, 2014		Statutory Leave
Ruvalcaba, Claudia	Sch. Off. Asst. Sec. Ed.	Alternative Ed.	November 12, 2014	December 23, 2014		Statutory Leave
Sanchez, Maribel	Sch. Acct. Clk.	Valley	August 25, 2014	October 10, 2014		Statutory Leave
Vasquez, Yoly	Ld. Preschool Teacher	ECE	June 17, 2014	November 19, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (3 to 20 duty days) - Paid						
Flores, Frank	Maint. Wkr. II	Bldg. Svcs.	November 3, 2014	November 18, 2014		Statutory Leave

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (3 to 20 duty days) - Paid (Continuation)						
Marroquin, Saydee	Migrant Ed. Comm. Asst.	Migrant Ed.	December 23, 2014	December 23, 2014		Statutory Leave
Quemuel, Geronimo	Storekeeper	Warehouse	October 22, 2014	November 14, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (3 to 20 duty days) - Without Pay						
Marroquin, Saydee	Migrant Ed. Comm. Asst.	Migrant Ed.	December 29, 2014	December 30, 2014		Statutory Leave
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (21 duty days or more) - Paid						
Rodriguez, Carlos	Custodian	Carr	October 28, 2014	October 28, 2015		Statutory Leave/ Intermittent Basis
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (21 duty days or more) - Without Pay						
Guillen, Etil	Assistant Buyer	Purchasing Dept.	November 6, 2014	January 6, 2015		Statutory Leave/ Intermittent Basis
Marroquin, Saydee	Migrant Ed. Comm. Asst.	Migrant Ed.	October 31, 2014	December 22, 2014		Statutory Leave

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
FAMILY CARE & MEDICAL LEAVE/CFRA (California Family Right Act) (21 duty days or more) - Without Pay						
(Continuation)						
Rodriguez, Carlos	Custodian	Carr	October 28, 2014	October 28, 2015		Statutory Leave/ Intermittent Basis
LEAVE (21 duty days or more) - Without Pay						
Athreya, Mallika	Instr. Asst. Computer	Diamond	October 27, 2014	October 27, 2015		Personal
PROBATIONARY APPOINTMENTS						
Aguirre, Eric	SSP Sp. Ed.	Esqueda	October 27, 2014		19/1	
Arana, Johan	Site Clerk	Lincoln	October 20, 2014		24/1	
Arrieta, Stephanie	SSP Sp. Ed.	Roosevelt	November 3, 2014		19/1	
Garcia, Lucia	Preschool Teacher	ECE	November 5, 2014		IIIC/1	
Ibarra, Brittany	SSP Sp. Ed.	McFadden	October 15, 2014		19/1	
Isais, Orlando	Instr. Asst. Sev. Dis.	McFadden	November 3, 2014		20/1	
Klioumis, Frantessa	SSP Sp. Ed.	Martin	October 23, 2014		19/1	
Lizarraga, Zyania	SSp Sp. Ed.	Greenville	October 20, 2014		19/1	
Madaris, Olga	Fd. Svc. Wkr.	Santa Ana	November 19, 2014		11/1	
Monterroso, Ashley	SSP Sp. Ed.	Adams	October 20, 2014		19/1	
Morales Cruz, Marcela	SSP Sp. Ed.	Esqueda	October 24, 2014		19/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Orozco-Enriquez, Evangelina	SSP Sp. Ed.	Lincoln	October 20, 2014		19/1	
Pimentel Villanueva, Yvette	Preschool Teacher	ECE	November 19, 2014		Column I Step 1	
Rodriguez, Sandra	SSP Sp. Ed.	Jackson	October 27, 2014		19/1	
Sanchez Miranda, Yvette	Admin. Secretary	Construction Dept.	November 19, 2014		30/1	
Salcido, Phaedra	Fd. Svc. Wkr.	Jackson	November 19, 2014		11/1	
Suarez, Zoraida	Preschool Teacher	ECE	November 19, 2014		Column I Step 1	
Tovar, Alejandra	SSP Sp. Ed.	Harvey	November 3, 2014		19/1	
Vega, Guadalupe Jr.	SSP Sp. Ed.	Wilson	October 23, 2014		19/1	
PROMOTIONAL APPOINTMENTS						
Gallegos, Lydia	From District Attendance Specialist To District Senior Attendance Specialist	Charter/ Attendance	November 19, 2014		34/6	
Garcia, Lucia	From Teacher's Aide To Preschool Teacher	ECE	November 5, 2014		IIIC/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS						
Baiza, Reyna	Fd. Svc. Spvr. Elem.	Edison	November 12, 2014		15/6	From Monroe to Edison
Delgado, Olga	Sr. Fd. Svc. Wkr.	Villa	November 6, 2014		13/6	From Sierra to Villa
Escalante, Janice	Sr. Fd. Svc. Wkr.	Saddleback	November 6, 2014		13/6	From Willard to Saddleback
Flores, Rosario	Fd. Svc. Spvr. Elem.	Monroe	November 12, 2014		15/6	From Thorpe to Monroe
Lopez, Ana	Sr. Fd. Svc. Wkr.	MacArthur	November 6, 2014		13/6	From Mendez to MacArthur
Sanchez, Cesar	Fd. Svc. Spvr. Elem.	Thorpe	November 12, 2014		15/6	From Edison to Thorpe
Sarinana, Dolores	SSP Sp. Ed.	Jackson	October 22, 2014		19/5	From Heroes to Jackson
Vallejo, Rosa	Sr. Fd. Svc. Wkr.	Godinez	November 6, 2014		13/6	From Mendez to Godinez
ADJUSTMENT OF WORKING ASSIGNMENT						
Berumen, Patricia	Sr. Fd. Svc. Wkr.	Nutrition Services	November 6, 2014		13/6	From 6.5 hours to 8 hours

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation						
Anaya, Liliana	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	October 24, 2014	December 31, 2014	15/2	
Andrade, Santiago	Plant Custodian Inter.	Nutrition Svcs.	October 31, 2014	November 20, 2014	32/3	
Angel Felix, Wendi	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 14, 2014	November 3, 2014	13/3	
Cuellar, Roberto	Rv. Ld. Custodian	Bldg. Svcs.	October 27, 2014	November 28, 2014	28/5 + Diff.	
Diaz, Jaime	Computer Tech.	Willard	October 13, 2014	October 31, 2014	28/2	
Flores Rocha, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 28, 2014	December 31, 2014	13/6	
Guillen, Juanita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	September 24, 2014	December 31, 2014	13/6	
Herman, Sylvia	Attendance Tech.	Century	October 1, 2014	November 26, 2014	24/6 + Bil.	
Jimenez, Paulino	Inter. Ld. Custodian	Bldg. Svcs.	October 14, 2014	October 28, 2014	25/6	
Maciel, Elizabeth	Sch. Off. Asst. Sec.	Century	October 1, 2014	November 26, 2014	24/4	
Ortega, Silvia	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 14, 2014	November 3, 2014	13/6	
Quintero Rodelo, Roberto	Maint. Wkr. II	Bldg. Svcs.	October 27, 2014	December 31, 2014	30/6	
Rodriguez, Eleticia	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 14, 2014	November 3, 2014	13/6	
Rosales, Erica	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	October 30, 2014	December 31, 2014	15/6	
Sanchez, Cesar	Fd. Svc. Spvr. HS	Nutrition Svcs.	October 27, 2014	December 31, 2014	31/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)						
Vargas Rivera, Ruben	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	November 3, 2014	December 31, 2014	15/2	
Viramontes, Esteban	Maint. Wkr. II	Bldg. Svcs.	October 27, 2014	November 28, 2014	30/5	
ACTIVITY SUPERVISORS						
Aguilar, Cesar	Activity Supervisor	Esqueda	November 6, 2014		10/1	
Brambila, Hector	Activity Supervisor	Saddleback	October 23, 2014		10/1	
Briones, Thalia	Activity Supervisor	Heroes	October 27, 2014		10/1	
Cabrera de Grajeda, Maria	Activity Supervisor	Esqueda	October 22, 2014		10/1	
Carranza, Selene	Activity Supervisor	Martin	November 6, 2014		10/1	
Castorena, Cassandra	Activity Supervisor	Century	October 31, 2014		10/1	
Franco de Gonzalez, Maria	Activity Supervisor	Washington	October 30, 2014		10/1	
Garcia, Marcy	Activity Supervisor	Lowell	October 29, 2014		10/1	
Guerrero, Adriana	Activity Supervisor	Century	October 27, 2014		10/1	
Ramirez Castillo, Naredalia	Activity Supervisor	Lowell	November 6, 2014		10/1	
Silvas, Jennifer	Activity Supervisor	Saddleback	October 27, 2014		10/1	
Zamora, Claudia	Activity Supervisor	Century	October 29, 2014		10/1	
HOURLY APPOINTMENTS						
Cesena, Angelica	Instr. Provider	Mendez	October 21, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS (Continuation)						
Chu, Derrick	Instr. Provider	Villa	October 27, 2014		16/1	
Diaz, David	Instr. Provider	MacArthur	November 6, 2014		16/1	
Gonzalez, Brian	Instr. Provider	Mendez	October 27, 2014		16/1	
Mata, Ruben	Instr. Provider	Middle College	October 29, 2014		16/1	
SUBSTITUTES						
Cifuentes, Emily	SSP Sp. Ed.		October 29, 2014		19/1	
De Leo, James	Clerical		October 20, 2014		20/1	
Gamez, Jorge	Custodian		October 24, 2014		23/1	
Martinez, Hector	Custodian		October 30, 2014		23/1	
ATHLETIC SPECIALIST						
Alaman Jr., Alvin	Asst. Football Coach	Godinez	August 25, 2014		\$25.47	
Albert, Martin	Asst. Football Coach	Segerstrom	August 25, 2014		\$23.72	
Amezcu, Carlos	Asst. Cross Country Coach	Saddleback	August 25, 2014		\$20.38	
Avalos, Raymond	Asst. Football Coach	Segerstrom	August 25, 2014		\$25.47	
Calvo, Jose	Asst. Football Coach	Godinez	August 25, 2014		\$23.72	
Carnegie, Paul	Asst. Football Coach	Saddleback	August 25, 2014		\$25.47	
Carrillo, Ricardo	Asst. Cross Country Coach	Valley	August 25, 2014		\$18.98	
Castaneda, Francisco	Asst. Football Coach	Century	August 25, 2014		\$25.47	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Chio, Said	Head Coach Tennis	Saddleback	August 25, 2014		\$23.72	
Chio-Alarcon, Miguel	Asst. Tennis Coach	Saddleback	August 25, 2014		\$18.98	
Cornejo, Edwin	Asst. Cross Country Coach	Century	August 25, 2014		\$20.38	
Ceja, Fernando	Asst. Volleyball Coach	Century	August 25, 2014		\$18.98	
Conde, Anelly	Asst. Cross Country Coach	Valley	August 25, 2014		\$18.98	
Cruz, Joel	Head Cross Country	Santa Ana	August 25, 2014		\$25.47	
Cruz, Maer	Head Coach Waterpolo Boys	Santa Ana	August 25, 2014		\$23.72	
Figuroa, Eddie	Asst. Football Coach	Seegerstrom	August 25, 2014		\$23.72	
Fonseca, Reyna	Asst. Cross Country Coach	Santa Ana	September 29, 2014		\$18.98	
Garcia, Art	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
Garcia, Jose	Head Cross Country Coach	Century	August 25, 2014		\$25.47	
Gentry, Damien	Asst. Football Coach	Godinez	August 25, 2014		\$23.72	
Gonzalez, Francisco	Asst. Waterpolo	Saddleback	August 25, 2014		\$18.98	
Gonzalez, Samuel	Asst. Waterpolo	Saddleback	August 25, 2014		\$18.98	
Gutierrez, Danny	Asst. Cross Country Coach	Santa Ana	August 25, 2014		\$18.98	
Gutierrez, Jocelyn	Asst. Volleyball Coach	Century	August 25, 2014		\$18.98	
Heathing, Tom	Asst. Football Coach	Godinez	August 25, 2014		\$23.72	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Heiland, Danielle	Asst. Waterpolo Boys	Santa Ana	August 25, 2014		\$18.98	
Hernandez, Alexander	Asst. Volleyball Coach	Godinez	August 25, 2014		\$23.72	
Hernandez, Andres	Asst. Cross Country Coach	Century	August 25, 2014		\$18.98	
Huante, Marisol	Asst. Volleyball Coach	Santa Ana	August 25, 2014		\$20.37	
Huynh, Tommy	Asst. Volleyball Coach	Valley	August 25, 2014		\$18.98	
Lopez, Erik	Asst. Volleyball Coach	Saddleback	August 25, 2014		\$18.98	
Lueras, Johnny	Asst. Football Coach	Century	August 25, 2014		\$25.47	
Macias, Alfredo	Asst. Football Coach	Segerstrom	August 25, 2014		\$23.72	
Mamaradlo, Tracy	Asst. Volleyball Coach Girls	Segerstrom	August 25, 2014		\$18.98	
Mann, Kyle	Asst. Football Coach	Century	August 25, 2014		\$23.72	
Martinez, Jesus	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Martinez, Yobany	Asst. Volleyball Coach	Valley	August 25, 2014		\$20.37	
McGhee, Cara	Asst. Volleyball Coach	Godinez	August 25, 2014		\$18.98	
Mendez, Jared	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
Medina, Edward	Asst. Football Coach	Godinez	August 25, 2014		\$25.47	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - November 18, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Medina, Thomas	Asst. Volleyball Coach	Segerstrom	August 25, 2014		\$20.37	
Mejia, Ruby	Asst. Cross Country Coach	Segerstrom	August 25, 2014		\$18.98	
Mohr, James	Asst. Football Coach	Valley	August 25, 2014		\$25.47	
Nava, Carlos	Asst. Cross Country Coach	Santa Ana	August 25, 2014		\$18.98	
Nava, Imelda	Head Cross Country Coach	Segerstrom	August 25, 2014		\$23.72	
Oviedo, Phillip	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Pedraza, Moses	Asst. Football Coach	Segerstrom	August 25, 2014		\$23.72	
Perez, Ramiro	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
Perkins, David	Asst. Football Coach	Valley	August 25, 2014		\$23.72	
Pineda, Jesus	Head Cross Country Coach	Valley	August 25, 2014		\$23.72	
Pineda Torres, Gerzain	Asst. Cross Country Coach	Valley	August 25, 2014		\$18.98	
Portillo, Angel	Asst. Football Coach	Century	August 25, 2014		\$23.72	
Plascencia, Cesar	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Ramirez, Roberto	Asst. Tennis Girls Coach	Century	August 25, 2014		\$18.98	
Rivera, Melissa	Asst. Volleyball Coach	Saddleback	August 25, 2014		\$18.98	
Rodriguez, Stephen	Asst. Football Coach	Segerstrom	August 25, 2014		\$25.47	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Rojas, Omar	Asst. Volleyball Coach	Century	August 25, 2014		\$20.37	
Rosas, Jesus	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Rosas, Ricardo	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
Rucker, Frostee	Asst. Football Coach	Valley	August 25, 2014		\$25.47	
Sanchez, Sulema	Asst. Cross Country Coach	Valley	August 25, 2014		\$18.98	
Schlesinger, Donald	Asst. Football Coach	Valley	August 25, 2014		\$23.72	
Shaw, Charles	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Silvas, Alexis	Head Coach Cross Country	Godinez	August 25, 2014		\$23.72	
Silvas, Alfonso	Asst. Cross Country Coach	Segerstrom	August 25, 2014		\$18.98	
Saavedra, Ramon	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
Salue, Thomas	Asst. Football Coach	Santa Ana	September 18, 2014		\$23.72	
Silva, William	Asst. Football Coach	Century	September 9, 2014		\$23.72	
Smith, Timothy	Asst. Football Coach	Valley	August 25, 2014		\$25.47	
Sok, Johnny	Asst. Volleyball Girls	Godinez	August 25, 2014		\$18.98	
Solis, Manuel	Asst. Cross Country Coach	Century	August 25, 2014		\$18.98	
Sune, Sophia	Asst. Cross Country Coach	Century	October 1, 2014		\$18.98	
Truong, Hai	Head Coach Volleyball	Saddleback	August 25, 2014		\$23.72	
Uresti, Hector	Asst. Football Coach	Santa Ana	September 10, 2014		\$23.72	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)						
Vidana, Bobby	Asst. Football Coach	Santa Ana	August 25, 2014		\$23.72	
Villa Jr., Manuel	Asst. Football Coach	Saddleback	August 25, 2014		\$23.72	
White, Jerry	Asst. Spring Football Coach	Saddleback	August 25, 2014		\$23.72	
Zuniga, Eric	Asst. Cross Country Coach	Saddleback	August 25, 2014		\$18.98	
Zuniga Magno, Oscar	Asst. Track Coach	Saddleback	August 25, 2014		\$20.37	

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Sunshine Initial Bargaining Proposals from Santa Ana Educators' Association and California School Employees Association, Chapter 41**

ITEM: **Public Hearing**

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 conduct a public hearing to “sunshine” the initial bargaining proposals from the Santa Ana Educators’ Association (SAEA) and the California School Employees Association, Chapter 41 (CSEA), in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the initial bargaining proposals must be “sunshined” for public comment at a Board of Education meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing to “sunshine” the initial bargaining proposals from the Santa Ana Educators’ Association (SAEA) and California School Employees Association, Chapter 41(CSEA).


MAM:nr

Santa Ana Unified School District

NOTICE OF PUBLIC HEARING

Under the provision of Government Code Section 3547, the Initial Bargaining Proposal must be “sunshined” to the Public and the Board of Education hereby gives notice that a public hearing will be held as follows:

TOPIC OF HEARING:

**Sunshine Initial Bargaining Proposals from the
Santa Ana Educators’ Association
and
California School Employees Association,
Chapter 41**

HEARING DATE: Tuesday, November 18, 2014
TIME: 6:00 p.m.
LOCATION: Santa Ana Unified School District
Board Room
1601 E. Chestnut Avenue
Santa Ana, CA 92701
(714) 558-5510

Santa Ana Educators' Association (SAEA)
Initial Proposal
To
Santa Ana Unified School District (SAUSD)
2015 – 2016

SAEA proposes the following:

1. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language to increase factors, stipends, conference reimbursements and extra service assignments.

2. Article IX: Class Size

- A. Reduction of class size based on the District's K-12 enrollment data.

3. Article XV: Employee Benefits

- A. Provide a fair and reasonable adjustment to employee and retiree tenthly contributions based upon budget analysis.

4. Article XXVI: Special Services

- A. Adjust and modify language that define caps for caseloads.
- B. Adjust and modify language that define caps for class sizes.
- C. Create language regarding a Special Education Teacher's workload (i.e. teacher's responsibilities based on the severity of their student's needs).
- D. Reduction of caseloads for Nurses.
- E. Full time instructional assistants for mild/moderate special education teachers.

Initial Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And it's Santa Ana Chapter 41
Re-Openers 2015-2016
September 30, 2014

Article 3.4 COMPENSATORY TIME

CSEA has an interest the elimination of compensatory time.

Article 4 WAGES AND WAGE PROVISIONS

CSEA has an interest in providing a wage increase for all classified employees.

Article 11 EMPLOYEE BENEFITS

CSEA has an interest in increasing the district maximum contribution amounts to ensure that unit members experience no additional out-of-pocket costs.

Article 19 HEAD START/STATE PRESCHOOL

CSEA has an interest in clarifying overtime pay, probationary period and evaluations.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: High School, Inc. Update

ITEM: Presentation

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board with an update of High School, Inc., at Valley High School.

RATIONALE:

The presentation will include information on outreach efforts to students, parents, and community members and work-based learning opportunities for students.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

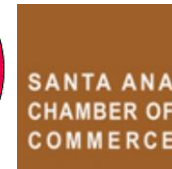
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Valley High School Academies

High School Inc. Foundation



**Santa Ana Unified School District
Board of Trustees - November 18, 2014**



Academy Enrollment

	12-13	13-14	14-15
Healthcare	139	157	180
Automotive	124	123	166
Culinary	152	139	154
Global Business	141	144	183
Engineering	83	72	89
New Media	284*	293*	298*
% of Valley HS 10-12 Grade Students	47.8%	48.4%	53.4%
Valley HS Enrollment	2165 (Spring Enrollment)	2152 (Spring Enrollment)	2260 (Fall Enrollment)



2013-14 Senior Class A-G Completion

	Academy	Traditional Students	Academy No AP Courses	Traditional No AP Courses
A-G Completion	27.9%	25.5%	19.5%	11.2%
# of Students	158	267	118	206

Academy Seniors – 158
 Traditional Seniors – 267
 Total Valley Seniors – 425



2013-14 Senior Class AP Enrollment

	Academy AP Enrollment	Traditional AP Enrollment
AP Enrollment	25%	25.3%
# of Students	40	61

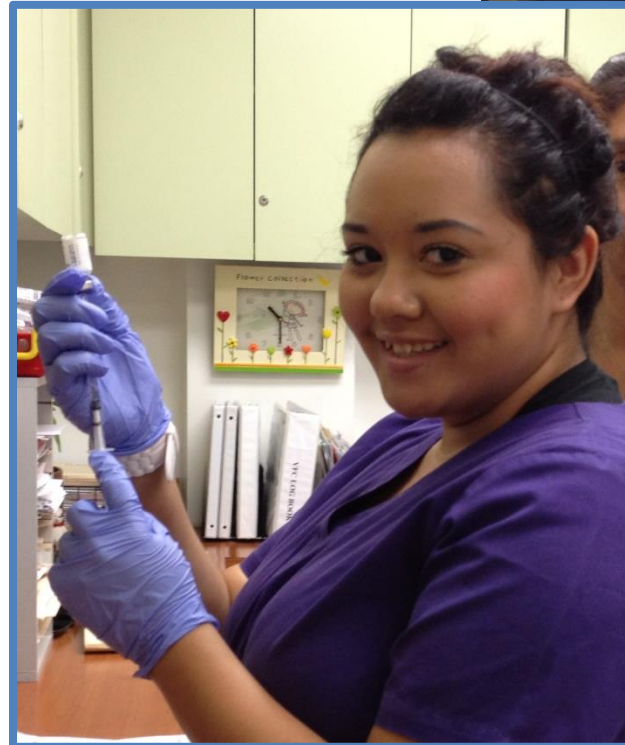
Academy Seniors – 158
 Traditional Seniors – 267
 Total Valley Seniors – 425



Culinary Arts Academy



Healthcare Academy



Automotive Academy



New Media Academy

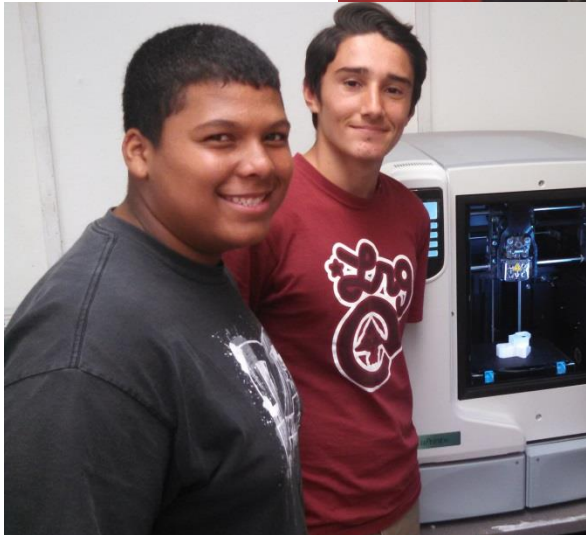
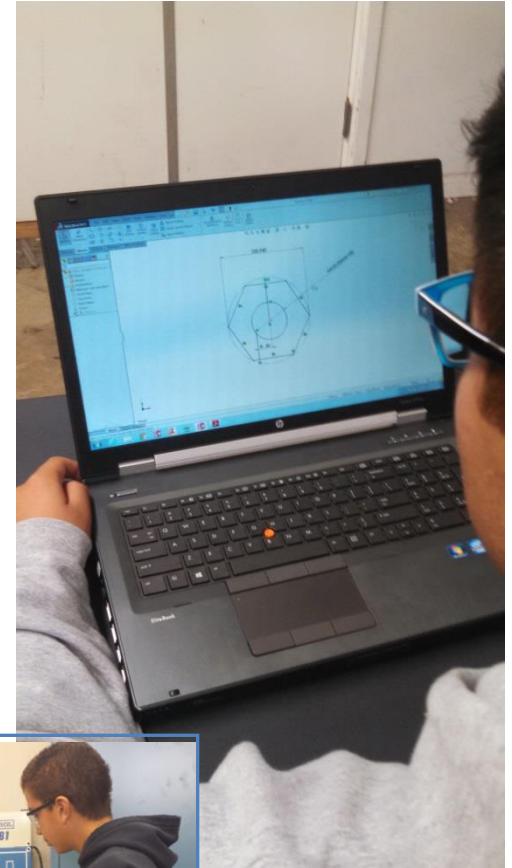
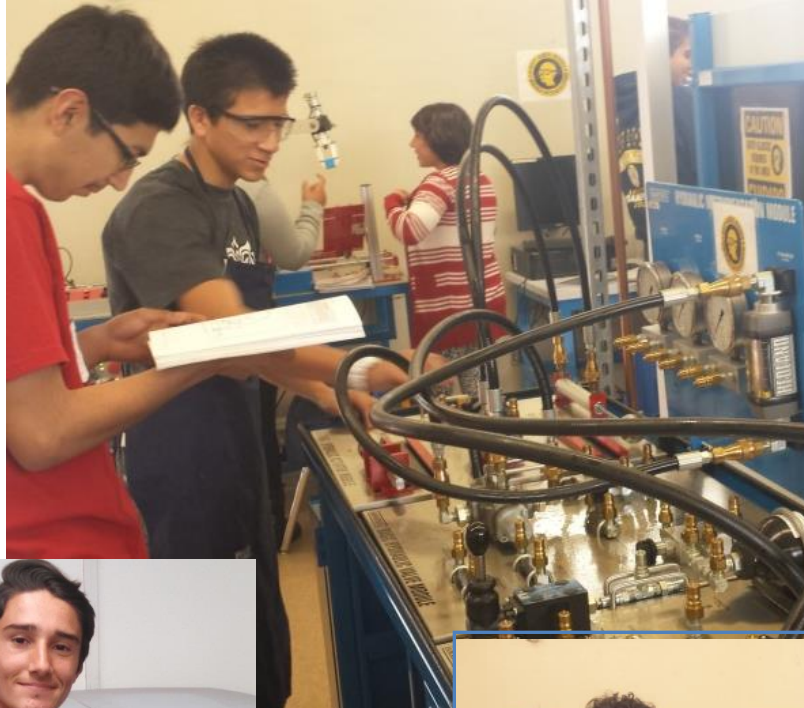
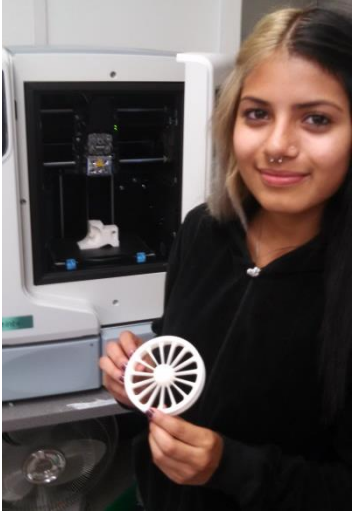


Global Business Academy

a California Partnership Academy (CPA)



Engineering Academy



High School Inc. Foundation

Strategic Plan Update

Ownership of Stakeholders: Activities that promote ownership by teachers, students, business partners, parents', i.e.

- Summer meetings with SLC
- Summer Academy Retreats with business partners
- Academy kick-off
- Parent outreach

Stability and Continuity:

- HSI Foundation's commitment to fund a full-time program director
- HSI Foundation's commitment to raise funds for academy activities
- The District's commitment to fund a full-time focus coordinator position





Master Marketing Plan: Market academies to students and incoming freshman:

- Fresh n' Up
- Academy career fair
- Intermediate school outreach
- Expansion of our Thanksgiving dinner program



Articulation Agreements and Certifications



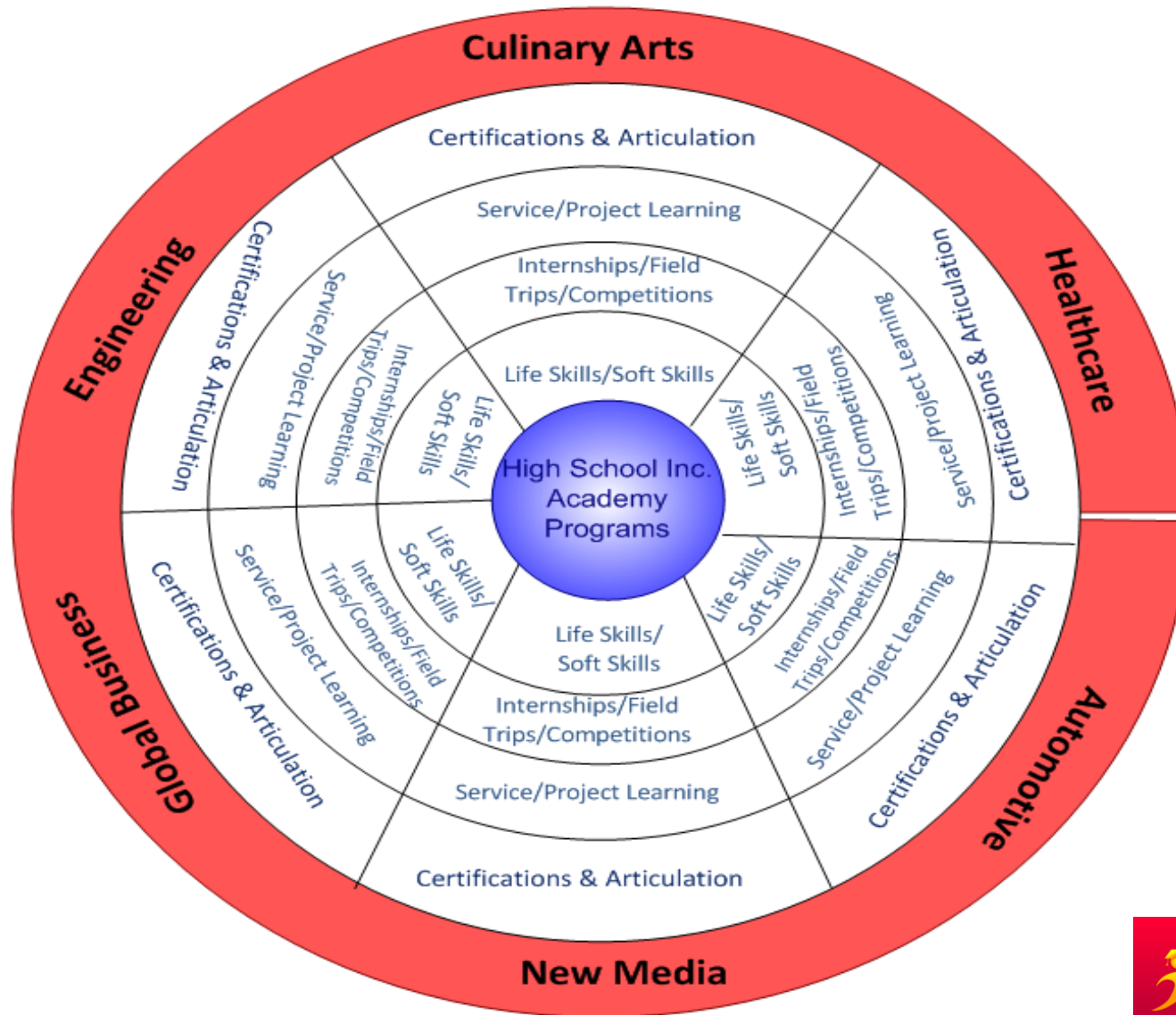
ACADEMY	UC "a-g" CTE COURSES	CTE ARTICULATED COURSES DUAL CREDIT	INDUSTRY CERTIFICATIONS
Culinary Arts & Hospitality		Culinary Arts I (D) Culinary Arts II (D)	ProStart[®] National Certificate of Achievement National Restaurant Association's ServSafe[®] California Food Handler Complies with CA food handler regulations
Health Care		Medical Core I & II (B)	 American Red Cross Adult, Child, Infant CPR First Aid Training  DENTAL BOARD OF CALIFORNIA Department of Consumer Affairs Radiation Safety Program Certification
Automotive, Transportation, & Logistics		Automotive & Transportation Technology I (A, E) Automotive & Transportation Technology II (A)	National Automotive Technician's Education Foundation (NATEF) Certification  Automotive Service Excellence (ASE) Certification
New Media	Art of Animation I Art of Digital Photography Art of Graphic Design I Art of Graphic Design II	Art of Animation I (B) Art of Animation II (B) Art of Digital Photography (B) Art of Graphic Design (B, C) Video Production (E)	Adobe Certified Associate-Visual Communications Coming in Spring 2014
Global Business	Business Economics & Finance	Computerized Accounting (B) Business Technology (C)	MOS-Microsoft Office Specialist  Microsoft
Engineering, Manufacturing, & Construction	Engineering & Design PLTW Introduction to Engineering Design PLTW Principles of Engineering	CAD I (A, E, F) Product Design Studio (C)	Certified SolidWorks Associate (CSWA) Proficiency in Engineering Principles & 3D visualization

Rev6/20/14 Pc



Community College Articulation Agreements
 A Rancho Santiago Community College District
 B Coastline Community College
 C Golden West College
 D Orange Coast College
 E Fullerton College

PROGRAM STRUCTURE



Soft Skills Training



Our goal is to prepare our Valley High School Academies' students to learn the social and professional proficiencies to be successful.

Our training modules will include: communication, collaboration, presentation, critical thinking, problem solving, professional development, and self-esteem and confidence building.

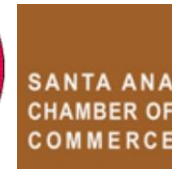
Soft skills are what separates students, who are prepared for increasingly complex life and work environments, in today's world and those who are not.



Soft Skills

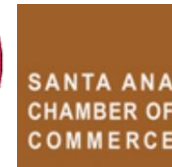


Student Presentations



Valley High School Academies

Thank You



AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Equal Opportunity Audit and Blueprint for Action

ITEM: Presentation

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Lucinda Pueblos, Executive Director, School Renewal

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Equal Opportunity Audit (EOA) and Blueprint for Action.

RATIONALE:

This presentation will highlight the purpose of EOA and the Blueprint work. The report will include what the District is currently doing with respect to college and career readiness, expose opportunity gaps for significant subgroups in access to college and career preparation, and develop detailed action plans to ensure all students have access to college and career preparation and are successful in rigorous coursework.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.



Santa Ana
UNIFIED SCHOOL DISTRICT

Educational Opportunity Audit & Blueprint for Action

Board of Education Presentation
November 18, 2014

Dawn Miller, Assistant Superintendent, Secondary Division
Lucinda Pueblos, Executive Director, School Renewal



The Education Trust—West



NCUST

LCAP Goal 1

Student Learning Outcomes

1d: College Readiness: A-G Completion

Students will complete the course sequence required for entrance into the California university system.

Metrics

2014-15 – 42% will have met UC A-G requirements

2015-16 – 49% will have met UC A-G requirements

2016-17 – 59% will have met UC A-G requirements

Educational Opportunity Audit and Blueprint Work

- Understand what the District is currently doing with respect to college and career readiness for all students
- Determine what supports and safety nets are currently in place
- Expose barriers that prevent students from becoming college and career ready
- Expose opportunity gaps for significant subgroups in access to college and career preparation
- Develop detailed action plans to ensure all students have access to college and career preparation and are successful in rigorous coursework

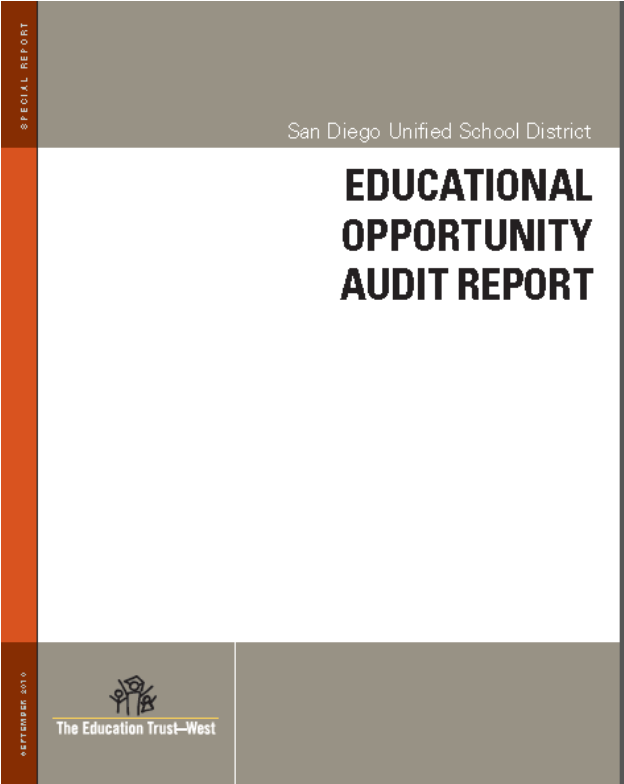
Phase One: Components of the Audit

- **Study of Student Transcripts**
- **Analysis of Master Schedules**
- **Focus Groups/Community Conversations**
- **Surveys for District Leaders and Schools**
- **Interviews with School Leaders, Teachers, Counselors, Students & Parents**
- **Classroom Visits**

Audit Report



Blueprint for Action



- Present audit report to community stakeholders and the Board of Education
– April 2015
- Use as a launching point for Blueprint for Action work
– May 2015

Phase Two: Blueprint for Action

May 2015 – May 2016

- Form a steering committee and working committee with stakeholders to identify the action steps we need to implement to ensure students are prepared for college and career?
- Identify specifically what changes are required in the areas of:
 - Curriculum and Instruction
 - Safety Nets and Student Supports
 - Professional Development
 - Special Needs Populations

Blueprint for Action

- The Blueprint for Action will be a detailed implementation plan to help us reach our LCAP goals for increased college and career readiness for all students

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Affordable Care Act Update

ITEM: Presentation

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

PREPARED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to provide the Board with an update on the Affordable Care Act.

RATIONALE:

This presentation will provide an update on the effects of the Employer Mandate and potential impact of the Health Care Reform to the District, including status in regards to compliance with current processes towards accurate monitoring of employee eligibility and employer reporting.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

SP:mm



**AFFORDABLE CARE ACT (ACA)
& AB1522**

IMPACT TO SAUSD

NOVEMBER 18, 2014



Stefanie P. Phillips, Ed.D.

Deputy Superintendent, Operations/CBO

ACA Overview

Who

- **Large Employers (50+ FTES)**

What

- **Minimum Full Coverage to FTEs (30+ hours/week) and Dependents (under age 26)**
- **Coverage must also be affordable**

When

- **July 1, 2015**

ACA Components

Compliance

- **PLAY** - Provide a compliant benefit policy **OR**
- **PAY** penalties for non-compliance
 - District-sponsored policy
 - CA Covered Health Care (State Exchange)

Determining Eligibility

- Part-time and seasonal employees

Monitoring Hours

- All employees nearing the 30 hour threshold, including multiple assignments and extra duty pay assignments

Reporting

- Individualized statements to employees: Transmittal Report (Form 1094-B)
- Employee Statement to IRS: (Form 1095-B)



ACA Issues and Next Steps

- District needs 150-230 Certificated substitutes daily
- Monitoring substitutes is the largest current challenge
 - ▣ Current sub finder software does not interface well with Oracle
- Stipend positions
- Changing district and department processes when requesting substitutes and extra duty
- Strategically filling or abandoning vacant positions
- Change employees currently paid via stipends to hourly pay
- Estimated costs exceed \$2 million annually



New State Sick Leave Mandate

**AB 1522 Healthy Workplaces,
Healthy Families Act of 2014**

Healthy Workplaces, Healthy Families Act of 2014

- This bill provides that on or after July 1, 2015, an employee who works for 30 or more days within a year is entitled to paid sick days
 - ▣ Accrued at a rate of one hour for every 30 hours worked
 - ▣ An employee would be entitled to use accrued sick days beginning on the 90th day of employment
- Includes:
 - ▣ Current permanent part-time employees
 - ▣ Certificated and Classified substitute employees that work more than 90 days
 - ▣ Walk on/Seasonal employees

Estimated Sick Leave Costs

Classification Of Eligible Employee	Number Of Employees	Maximum Cost (all eligible employees took 3 days of sick leave and were backfilled)
Classified Part-time	542	\$83,329
Classified Substitute	283	\$81,558
Certificated Substitute	764	\$240,660
TOTAL ESTIMATE		\$405,547

Unresolved Issues

- **Carry Forward and Tracking of Sick Leave credit**
 - ▣ **Substitutes do not have consistent employment**
 - ▣ **New mandates require continuous tracking and accrual**
 - ▣ **At retirement, each employee receives .004 year of service credit for each day of their unused sick leave – unknown costs**

Financial Impact of New Mandates

- Implementation of both mandates is in process
- Continue to work through issues that are identified during implementation
- While the ultimate cost is unknown at this time, we believe that we can mitigate unbudgeted costs by clearly defining and establishing new processes by which we do our work
- We will continue to update the Board as we work through the implementation of these requirements

THANK YOU



AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Public Disclosure of Tentative Agreement with Santa Ana School Police Officers Association for 2014-16 School Years

ITEM: Presentation

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

PREPARED BY: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Mark A. McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

This is the inaugural collective bargaining agreement between the District and the Santa Ana School Police Officers Association (SASPOA). The Santa Ana School Police Officers were previously covered under the California School Employees Association (CSEA) bargaining agreement. The District has been engaged in negotiations for two years to reach this initial agreement.

RATIONALE:

Under AB 2756 / 1200, financial disclosure to the Board is required prior to the final approval of the Tentative Agreement. Additionally, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with the SASPOA can be met during the term of agreement. Formal approval of the economic terms of the Tentative Agreement is still subject to review by the Orange County Department of Education (OCDE), in accordance with AB 1200 certification requirements.

In summary, an area of note in the agreement and cost implication are as follows:

Article 4.0 Wage and Wage Provisions addresses compensation for bargaining unit members that hold POST certifications, as well as longevity pay, shift differential pay, professional growth increments, and officer stipends for particular kinds of duty.

The total increased District cost of the agreement, including retroactivity to January 2014, is estimated to be \$139,000 for salary and benefits and \$64,000 for employee benefit. This equates to an approximate 6% increase from the 2012-13 compensation level.

FUNDING:

General Fund

RECOMMENDATION:

For information only.

SPP:MAM:mm

January 1, 2014 - June 30, 2016
Collective Bargaining Agreement
(CBA)

Between the



Santa Ana Unified School District
(SAUSD)
and the



Santa Ana School Police Officers
Association
(SASPOA)

SA SPOA/SAUSD AGREEMENT
JANUARY 1, 2014 – JUNE 30, 2016

**SASPOA/SAUSD AGREEMENT
JANUARY 1, 2014 – JUNE 30, 2016**

SANTA ANA BOARD OF EDUCATION

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

SUPERINTENDENT

Richard L. Miller, Ph.D., Superintendent

SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION

Danny Rodriguez, President
Mike Limon, Vice President
Mike Benz, Treasurer
Tim Ashbaugh, Secretary
Rich Aquino, Sergeant at Arms

SAUSD NEGOTIATING TEAM

Mark A. McKinney, Chair
Manny Chavez, Sergeant
Mark Van Holt, Lieutenant

SASPOA NEGOTIATING TEAM

Rick Lopez
Ann Pliska
Mike Johnson

AGREEMENT
BETWEEN THE
SANTA ANA UNIFIED SCHOOL DISTRICT
AND THE
SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION



SANTA ANA UNIFIED
SCHOOL DISTRICT



SANTA ANA SCHOOL POLICE OFFICERS
ASSOCIATION

Mark A. McKinney
Associate Superintendent
Human Resources
Santa Ana Unified School District

Danny Rodriguez
President
Santa and School Police Officers Association

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1.0 RECOGNITION

- 1.1 The District recognizes the Santa Ana School Police Officers Association (SASPOA) as the exclusive representative for the following unit of employees:
 - 1.1.1 Classified employees on the salary schedule in the classification of School Police Officer.
- 1.2 Disputes concerning the interpretation and application of this Article are not subject to the grievance provisions of Article 10.
 - 1.2.1 Disputes may be submitted to PERB for resolution.

2.0 DEFINITIONS

- 2.1 **SCHOOL POLICE OFFICER** - The duties and responsibilities of a School Police Officer are similar in nature to any peace officer employed by any municipal law enforcement agency, but in addition possess the specialized training and experience in juvenile law and campus safety and security issues.
- 2.2 **DUTY DAY** - Any day on which a Bargaining Unit Member is regularly assigned to perform services to the District.
- 2.3 **WORK YEAR** - The twelve-month period which begins on the unit member's date of entry (first day of employment).
- 2.4 **PROBATIONARY PERIOD** - Bargaining Unit Members are subject to a 12 month probationary period. Bargaining Unit Members assigned to Basic Post Academy are subject to an 18 month probationary period.
- 2.5 **SCHOOL POLICE ADMINISTRATION** – Includes employees in the police department with the rank of Sergeant and above.

3.0 HOURS OF WORK

3.1 Work Day/Work Week – Alternative Work Schedule

3.1.1 For bargaining unit members, the work week for the District's Police Department is:

- Patrol Division - 3/12
- School Resource Officer – 9/80 (5/9)
- Motors – 9/80 (5/9)
- Detective – (4/10)

3.1.1.1 Transition to a standard 5/8 may occur only when an emergency situation exists as determined by School Police Administration. Emergency situations could include staff shortages. Staff shortages shall be defined as the inability of School Police Administration to effectively staff all shifts of the Alternative Work Schedules for a period of 30 consecutive days or more. The affected unit members will be returned to their Alternate Work Schedule when the emergency situation has ended, or when staffing permits.

3.1.1.2 Should SASPOA produce an alternate work week schedule, i.e. a 4/10, 9/80, or 3/12 that will ensure the same level of patrol coverage currently enjoyed by the department with no increase in costs, and a majority of the patrol officers vote to adopt that schedule, that alternative work week schedule may be established.

3.1.1.3 The alternative schedule shall remain in place only if staffing levels provide for a consistent level of coverage as when adopted, and is cost-neutral to the District.

3.1.1.4 Should the alternative schedule no longer be feasible due to staffing levels, the bargaining unit members shall be given two weeks' notice to transition to a standard Education Code 5/8 shift schedule. Officers will be given the opportunity to select their next shift based upon seniority and the provisions established in the police officer shift rotation section of this article as previously negotiated.

3.1.2 The starting and ending time of a work day shall be determined by the immediate supervisor. Unit members shall have the right to make written requests regarding the starting/ending time of their work day.

3.1.2.1 If the bargaining unit members hours of work are changed, the unit member shall be given ten (10) calendar days' advance notice.

3.1.2.2 Article 3.1.2.1 may be waived with mutual consent of the District and the unit member.

- 3.1.2.3 Under unforeseen deployment circumstances, a bargaining unit member's starting and ending time may be changed without regard to Article Sections 3.1.2.1 and 3.1.2.2.
- 3.1.3 Upon initial employment each bargaining unit member shall be furnished two copies of his/her class specifications, salary data, assignment or work location, together with duty hours and the prescribed work week. One copy shall be retained by the employee, and the other shall be signed and dated by the employee and returned to his/her supervisor. (EC 45169)
 - 3.1.3.1 SASPOA shall be provided access to all job descriptions, and upon any job description revision.
- 3.1.4 School Police Services-Shift Schedule/Rotation
 - 3.1.4.1 School Police Services shall operate on a 24-hour a day work schedule, seven (7) days a week. Days off may vary for each shift.
 - 3.1.4.1.1 Shift is defined as day watch, PM (Cover), and AM (graveyard)
 - 3.1.4.2 Shift schedules and rotation periods shall be implemented on a rotation schedule twice a year. Rotations shall take place in July and January of each year. School Police Officers shall receive a shift preferential list at least 45 days prior to the shift change. For Patrol only, the choice of available days off for each shift as determined by School Police Administration shall be on a seniority basis.
 - 3.1.4.3 Officers may mutually agree to exchange shifts, at the bi-annual shift change rotation, in order to stay on the same shift more than once with approval from School Police Administration. No Patrol officer shall work more than one year on the same shift.
 - 3.1.4.4 Shifts and days off shall not change during the scheduled shift period unless agreed to by the bargaining unit member and School Police Administration or if there is an unforeseen emergency situation, staffing shortage or for work performance reasons.
 - 3.1.4.5 With the exception of summer, winter & spring school breaks, School Police Officers working special assignments such as Motor Cycle Officer, Detectives, School Resource Officer, may be assigned different work hours and schedules based on the needs of the department. School Resource Officers shall have schedules that meet the needs of the individual school site.

3.2 Lunch/Rest Periods

3.2.1 School Police Officers are authorized a 30-minute meal period who work at least four (4) consecutive hours of service and are on-call during this time.

3.2.1.1 Meal Periods and Rest Periods shall not be taken within the first or last hour of the shift. Unless otherwise approved by School Police Administration.

3.2.2 A fifteen (15) minute compensated rest period shall be provided to bargaining unit members for each four (4) hour period of service. The rest period herein described shall be taken at the discretion of the immediate supervisor at or near the midpoint of each four (4) hour period, and shall be non-cumulative and not in conjunction with other paid or unpaid leaves and/or breaks or rest periods.

3.3 Overtime

3.3.1 Overtime is any time which is worked in excess of the bargaining unit member's assigned work hours. All overtime must be approved in advance by School Police Administration.

3.3.2 Unit members shall be compensated at a rate of pay equal to one and a half (1-1/2) times the regular rate of pay of the unit member.

3.3.3 School Police Officers who work on holidays shall be compensated at a rate of one and one half (1½) times their regular rate of pay for each hour worked on the holiday. The holidays considered in this section are those stipulated in Article 8, Section 8.2.1.

3.3.4 Overtime shall be offered to bargaining unit members in descending order of seniority. After overtime has been accepted, the unit member's name shall revert to the bottom of the seniority list for overtime assignments. Any bargaining unit member shall have the right to reject any offer or request for overtime. If everyone in the department refuses the offer of overtime, the overtime shall be assigned to the least senior officer(s) on duty the day of the event, at the discretion of School Police Administration.

3.3.4.1 If a unit member(s) is assigned a work assignment and overtime is needed to complete the work, the unit member(s) assigned to the project will be given the opportunity to complete the task as approved by School Police Administration.

3.3.5 School Resource Officer – School Events – Assignment Rights

3.3.5.1 When a School Resource Officer (SRO) normally assigned to a specific school is offered an extra duty assignment by that same school that SRO shall be scheduled to work the event as the primary officer regardless of seniority. School activities include, but are not, limited

to, Football Games, Proms, Dances, and/or any other related athletic or school events planned by the school administration. Should the assigned SRO voluntarily decide not to work the specific event, the Police Administration shall then offer the assignment to all police officers in order of seniority from the most senior to the least senior. In the event that a second officer is needed for the extra duty assignment, then that second officer shall be selected based upon department seniority. If there are no officers willing to work the assignment, the assignment shall be offered to Sergeants. If there are still no officers or Sergeants willing to work the assignment then the least senior officer(s) shall be assigned to work the event.

3.3.6 Holidays – Patrol Officer Assignment Rights

3.3.6.1 Police officer(s) normally scheduled and assigned to patrol shall be scheduled to work all District approved holidays. Unless otherwise approved by School Police Administration no more than two (2) patrol offers shall be assigned during holiday periods. Should the normally scheduled patrol officer(s) decline to work the holiday shift, then the Police Administration shall offer the holiday shift to all police officers in order of seniority from the most senior to the least senior. If there are no police officers willing to accept the holiday shift, the holiday shift would then be offered to Sergeants. If there are no officers or Sergeants willing to accept to work the holiday, the least senior officer(s) shall be assigned to work the shift.

3.3.6.2 Police probationary unit members shall not ordinarily be assigned overtime.

3.4 Sign-In Procedures

3.4.1 Bargaining unit members shall comply with the SAUSD School Police Department Policy Manual sign-in procedures that include the logging of times in and out through dispatch and the computer aided dispatch system (CAD).

4.0 WAGES AND WAGE PROVISIONS

- 4.1 The wage provisions shall be as follows:
- 4.1.1 The unit member shall pay his/her contribution to the Public Employee's Retirement System (PERS).
- 4.2 Bilingual Premium
- 4.2.1 Bargaining unit members who successfully complete the District's approved bilingual examination process shall receive a flat amount of \$99.00 per month, which shall not be subject to any adjustment except as otherwise negotiated between the District and SASPOA.
- 4.2.1.1 There shall be no cut-off date of employment for bargaining unit members to be eligible to receive the bilingual premium.
- 4.3 Field Training Officer (FTO) Premium
- 4.3.1 Bargaining unit members assigned as a Field Training Officer shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.
- 4.4 Hazard Duty (Motors) Premium
- 4.4.1 Bargaining unit members assigned to motors shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.
- 4.5 Investigator Premium
- 4.5.1 Bargaining unit members assigned as detective or investigator shall receive a flat amount of \$2,000.00 per year, which shall not be subject to any adjustments unless negotiated by the District and SASPOA.
- 4.6 Emergency Medical Technician (EMT) Premium
- 4.6.1 Bargaining unit members assigned as an Emergency Medical Technician (EMT) shall receive a flat amount of \$2,000 per year, which shall not be subject to any adjustment unless negotiated by the District and SASPOA.

4.7 Timing Of Payment Of Premiums

4.7.1 The District shall pay bargaining unit members the Field Training Officer, Hazard Duty (Motors), and Investigator premium in accordance with the following:

The \$2000 premium shall be paid in two installments; 1st installment of \$1000 shall be paid the first pay period in December. The 2nd installment of \$1000 shall be paid the first pay period in June. Either of these payments may be prorated monthly based upon the amount of time served.

4.7.2 Bilingual Field Training Officer Hazardous Duty (Motors) Investigator, and EMT premiums shall be effective upon full ratification of the collective bargaining agreement.

4.7.3 The salary schedule for all unit members shall be in Appendix A.

4.8 Date Of Employment/Anniversary Date

4.8.1 The date of employment shall be considered the first day of paid status.

4.9 Longevity Pay

4.9.1 A one grade salary adjustment (approximately 2½%) will be given to unit members after completion of 10, 15, 20, 25 and 30 years of service.

4.9.2 In determining eligibility, a unit member who works 75% of his/her work year will be given credit for one year of service for purposes of longevity only.

4.9.3 Longevity pay will automatically be added to the unit member's pay warrant and written notification will be sent by the office of Personnel Services to the unit member stating the new grade and step and effective date.

4.10 Shift Differential

4.10.1 Bargaining Unit Members assigned to the A.M./graveyard shift for a set deployment period shall receive \$165.00 per month which shall not be subject to any adjustments unless negotiated by the District and SASPOA.

4.10.2 Bargaining unit members regularly assigned to a deployment period to work weekends (day-watch) will receive \$65.00 per month differential which shall not be subject to any adjustments unless negotiated by the District and SASPOA. To be eligible for the shift differential the bargaining unit member must be assigned to a day shift where the bargaining unit member works both Saturday and Sunday.

4.10.3 Payment of shift differential shall be effective upon full ratification of this collective bargaining agreement.

4.11 POST Incentive Pay

4.11.1 POST Incentive: Effective January 1, 2014, Bargaining Unit Members compensation shall be adjusted in the following manner:

4.11.1.1 Bargaining Unit Members POST Basic Certification: 4% increase to base pay

4.11.1.2 Bargaining Unit Members POST Intermediate Certification: 8% increase to base pay

4.11.1.3 Bargaining Unit Members POST Advanced Certification: 12% increase to base pay.

4.11.2 Base pay shall be calculated upon the SASPOA classified salary schedule (Exhibit A).

4.11.3 There shall be no stacking of POST certification compensation.

4.11.4 The effective date of advancement of one POST certification to the next higher level shall be the date the police department receives notice from POST of the attainment of the higher level POST certificate.

4.12 Professional Growth Program

4.12.1 Eligibility for a Professional Growth increment is limited to:

- Permanent unit members.
- Unit members who meet District standards, as supported by their two most recent performance evaluations.

4.13 Retroactivity

4.13.1 Course credit (units) applicable to the initial professional growth increment may be allowed retroactively provided:

4.13.1.1 The credits were earned within the last five (5) years while a regular employee of the Santa Ana Unified School District, not as a Reserve Police Officers.

4.13.1.2 If at initial employment a unit member is enrolled in course work, the credits will be accepted if no more than one-half (1/2) the duration of the course has passed.

4.13.1.3 The increment credits are verified through efforts of the unit member and are approved in accordance with requirements of the Professional Growth Program.

4.13.2 Course Credit (Units) and Increment Provisions

4.13.2.1 Course credit for each completed class must be used in its entirety, and no excess credits may be applied toward the requirement of another increment.

4.13.2.1.1 First Increment – 12 credits

4.13.2.1.2 Second Increment – 12 credits beyond

4.13.2.1.3 Third Increment – 12 credits beyond 4.10.2.1.2

4.13.2.1.4 Fourth Increment – 12 credits beyond 4.10.2.1.3

4.13.2.1.5 Fifth Increment – 12 credits beyond 4.10.2.1.4

4.13.2.2 A minimum of one (1) year shall be required between the approvals of increments.

4.13.2.3 Application, proof of work taken and verifying transcripts (original with college seal) must be received by the Personnel Services Office.

4.13.2.4 A maximum of six credits per semester may be credited toward an increment.

4.13.2.5 A maximum of five increments may be earned by any unit member.

4.14 Criteria

4.14.1 The increment shall be earned upon successful completion of course work leading to the achievement of goals of benefit to the District which is equivalent to the 12 semester credits. At least 8 credits of each increment shall be related to the unit member's job family.

4.14.2 Course credits may be earned at accredited colleges, universities, trade schools, adult education institutions, educational conferences, District orientation classes, and workshops.

4.14.3 Educational conferences, workshops, and District orientation classes shall be credited at the rate of one-half (1/2) credit per eight (8) hours. Verification of hours of attendance shall be required.

4.14.4 To receive course credit, a letter grade of "C" or better or a "Pass" grade must have been achieved.

4.14.5 The District shall not incur any liability or costs of registrations, books, mileage or subsistence.

4.15 Procedure

- 4.15.1 Unit members shall initiate to their immediate supervisor an application provided by Personnel Services listing class work equivalent to twelve (12) credits. If the application is approved and signed by the supervisor/principal, it shall be forwarded to the Personnel Services Office for review and monitoring. If the application request is denied by the supervisor/principal or Personnel Services, a notification with comments and recommendations shall be addressed to the applicant.
- 4.15.2 The Professional Growth Committee shall be established, consisting of five (5) classified unit members serving in an advisory capacity. Classified unit members shall be appointed for two (2) years and appointments should be made in alternate years to avoid a complete new committee every two years. SASPOA, shall make the appointments. This Committee shall meet on an as-needed basis.
- 4.15.3 The Professional Growth Committee shall, upon appeal, review the action which denied incremental approval, and make a recommendation to the Superintendent.

4.16 Compensation

- 4.16.1 At the completion of each approved twelve (12) credit increment, there shall be \$33.00 per work month added to the unit member's regular salary on the first of the month following the date all completed and approved official documents are received in the Human Resource Office.

4.17 Field Training Officer (FTO) Assignment

4.17.1 Eligibility

- 4.17.2 Non-probationary unit members may apply to the SAUSD Police Administration when openings are available as determined by SAUSD Police Administration.

- 4.17.2.1 Selected unit members shall attend and successfully complete a POST approved FTO course.

- 4.17.2.1.1 Unit members who possess a POST FTO certification shall not be required to attend the POST course a second time, unless otherwise determined SAUSD police administration.

- 4.17.2.2 Unit members are responsible for maintaining their POST FTO certification, or the unit member shall be removed from this assignment.

4.18 Error In Salary

4.18.1 Whenever it is determined that an error has been made in the calculation or reporting of any unit member payroll, or in the payment of any unit member's salary, the District shall, within five working days following the determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. (Ed. Code 45167)

5.0 SAFETY CONDITIONS

5.1 Safety Committees And Safe Practices

5.1.1 District Joint Safety Committee

5.1.1.1 SASPOA shall appoint one (1) member to the District Joint Safety Committee.

5.1.2 It is the responsibility of all unit members to be alert in observing unsafe conditions, to make corrections within the scope of their authority and to report unremitted conditions in writing to their immediate supervisor.

5.1.3 Upon a request from the unit member, the school nurse or on-site administrator will Investigate reports of persons who suffer from contagious or infectious diseases. If, upon investigation, the persons are found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District will take such action as necessary to remedy the problem.

5.1.4 A unit member shall have the right to request, in writing, from his immediate supervisor that any unsafe working condition be corrected. The Supervisor shall take appropriate action and report such action in writing to the unit member within a reasonable time (not to exceed twenty (20) duty days).

5.1.5 The District shall make a good faith effort to provide a place of employment which is as safe as the nature of the employment and duties reasonably permit.

5.1.6 All unit members will make a good faith effort to comply with safe working practices while in the performance of duties.

5.1.7 Unit members involved in accidents with District vehicles may be required to submit to testing regarding the possibility of being under the influence of alcohol or controlled substance.

5.2 Police Officer Manual

5.2.1 Proposed changes in the Police Manual (Lexipol) manual shall be provided to SASPOA. Upon request, the District shall negotiate changes within the scope of negotiations.

5.3 Uniforms And Safety Equipment

5.3.1 Uniforms shall be provided as follows:

5.3.2 Upon initial employment, each officer shall receive 3 pairs of pants and 3 shirts (2 short-sleeve and 1 long-sleeve).

5.3.3 Any uniform garment that is damaged or worn shall be replaced by the District.

5.3.4 Body armor shall be provided as follows:

- 5.3.4.1 Upon initial employment, each officer will be issued body armor.
- 5.3.4.2 Body armor shall be replaced prior to the expiration date of the body armor.
- 5.3.4.3 Body armor will be replaced if damaged, or if it no longer fits.
- 5.3.4.4 Upon separation from the District, the officer shall immediately return the body armor to the District.
- 5.3.4.5 Sidearm, Gun Belts and Gun Belt Equipment.
- 5.3.4.6 New Unit Members shall be issued a sidearm, gun belts, and gun belt equipment as authorized by the School Police Administration.
- 5.3.4.7 Sidearm, gun belt and gun belt equipment shall be replaced when worn or damaged.

5.4 Minimum Staffing

5.4.1 The District shall assign two (2) sworn officers, that may include sergeants and/or police management personnel, to be on duty at all times including holidays.

5.5 Effects Of The Implementation Of The Americans With Disabilities Act (ADA)

5.5.1 Current bargaining unit members shall be considered to meet revised minimum physical requirements where applicable. Any documented current or future physical limitations shall be discussed with SASPOA prior to taking action that may affect a unit member's employment status.

5.5.2 Should an employee become eligible for reasonable accommodation under the ADA, the parties agree to meet and re-evaluate the designation of essential functions on selected representative duties should the employee feel he/she may be unable to perform those functions with reasonable accommodation. The District shall determine the essential functions applicable to the position as necessary to facilitate the employees' ability to perform the job with reasonable accommodation.

5.5.3 The parties agree that employees shall be offered light duty (or restricted duty) whenever appropriate under the circumstances and whenever reasonably possible when the light duty assignment will not impede healing or risk permanent disability.

5.5.4 The District's determination regarding the designation of essential functions of the job shall not be arbitrary, capricious or unreasonable. Any conflict arising out of the designation of essential functions, or the assignment of minimum qualifications to a position, shall be resolved through the grievance procedure.

5.6 Alcohol and Drug Use Policy

5.6.1 Refer to Police Manual (Lexipol) Policy 1012. (Exhibit C.)

6.0 TRANSFER AND PROMOTIONAL PROCEDURES

(Sergeant Position Only)

Bargaining unit members desiring to make an application for a Sergeant position may apply in accordance with District protocol. Bargaining unit members who meet minimum qualifications for the Sergeant position shall be guaranteed an interview.

All promotional opportunities shall be posted at SAUSD Police Headquarters for a minimum of ten (10) days prior to the promotional process.

All unit members not selected for promotion after the final interview may request an interview through Human Resources or Police Administration to discuss improvements that will assist the unit member in future promotions.

The promoted unit member shall serve a full probationary period of 12 months in the Sergeant position and shall receive a new anniversary date which will become effective upon successful completion of the probationary period, the date to be determined in accordance with District protocol;.

Should the promoted unit member not pass the probationary period due to performance reasons (not misconduct) for Sergeant, he/she shall then revert back to the prior classification in the position or similar sworn position from which he/she came.

7.0 ABSENCES/LEAVES

7.1 Definition

7.1.1 An “absence” is anytime a unit member is absent from duty for a period of time. An illness absence shall be an absence of the unit member due to illness, quarantine, or disabling condition which prevents the unit member from performing regular assigned duties.

7.2 General Provisions

7.2.1 Any unit member who is absent from work without authorization or who fails to return to work as scheduled after the expiration of an authorized leave or absence, may be subject to disciplinary action.

7.2.2 All unpaid leaves of more than twenty (20) duty days shall be without fringe benefits except for Family Medical Leave Act (FMLA) leaves, California Family Rights Act (CFRA) leaves, and Pregnancy Disability Leave Act (PDLA) leaves (Government Code § 12945) which shall be provided with health insurance benefits only. If the unit member has accrued vacation time this leave shall be compensated utilizing the accrued vacation time. The individual unit member may make arrangements through Human Resources to pay the premium for fringe benefits for the time on leave (if permitted by the carrier).

7.2.3 Any authorized absence of twenty (20) duty days or less not covered by illness, personal necessity provisions or other articles of this agreement, shall be without compensation. Health and dental benefits shall be maintained.

7.1.1 No credit for leaves shall be given on the salary schedule if the length of paid service is less than 75% of the duty days for that assignment for that fiscal year.

7.2.4 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, at the expiration of any unpaid leave, the unit member will be assigned to a vacant position in the classification in which the employee holds status. If no such vacant position is available, the unit member's name shall be placed on a re-employment list for the classification for a period of 39 months. The unit member may return to a classification at the same for which status is held.

7.2.5 The unit member shall notify the Human Resources Office and School Police Administration at least fifteen (15) duty days prior to the end of the leave of any intention to return to the District at the expiration of the leave or resign from the District. Failure to notify the Human Resources Office and School Police Administration shall be considered a resignation from the District.

7.2.6 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, only permanent unit members who have completed two (2) years' service are eligible to apply for a leave.

- 7.2.7 With the exception of FMLA leaves, CFRA leaves, and PDLA leaves, after a leave has been approved, the District is under no obligation to return the unit member to service sooner than that approved, but will consider a written request by the unit member to return to work earlier.
- 7.2.8 When the District requires a physical examination for any absence or leave, the District pays the physician, except when the unit member is required to present verification of leave, request for a reasonable accommodation, or certification for FMLA leaves, CFRA leaves, and PDLA leaves.

7.3 Absences

7.3.1 Pregnancy Disability Leave

- 7.3.1.1 Unit members who are disabled due to pregnancy, childbirth, or related medical conditions may use illness and other leaves under the same terms and conditions as other employees with temporary disabilities. Unit members are entitled to up to four work months of unpaid leaves for such disabilities, which leave will run concurrently with any paid leaves. During such leave, whether paid or unpaid, the unit member shall be entitled to continue health benefits under the same terms and conditions as if working. Unit members returning from pregnancy disability leave shall be entitled to reinstatement as provided by law.

7.4 Illness

- 7.4.1 A unit member shall be credited with 8 hours sick leave per month for each month of service.
- 7.4.2 Pay for any absence under this Article shall be the number of hours the bargaining unit member is assigned for the duty day.
- 7.4.3 At the beginning of each fiscal year, the full amount of sick leave entitled under this section shall be credited to each unit member. Credit for sick leave hours need not be earned prior to using such absences and such absences may be used at any time during the year. However, a new unit member of the District shall not be eligible to use more than 48 sick leave hours during the first six months employment with the District (Ed. Code § 45191). If a unit member separates employment from the District and has exhausted more than the earned sick leave hours, then the unit member shall reimburse the District for the difference.
- 7.4.4 If a unit member does not use the full amount of sick leave hours earned in any year under this section, the amount not used shall be accumulated from year to year.
- 7.4.5 All illness absence benefits must be claimed within each payroll reporting period by filing a signed Employee Absence Card.

- 7.4.6 Any consecutive absence exceeding five (5) days requires a written statement listing the absence day(s). The statement shall be by a duly licensed physician or acceptable evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination shall be required in each payroll reporting period. The cost of this evaluation shall be borne by the unit member.
- 7.4.6.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws and does not impose an undue hardship upon the District.
- 7.4.6.2 The District Human Resources Office, at its discretion, may require certification of illness absence from a physician or other acceptable verification of illness for any of the first five (5) duty days of absence provided that the District has reasonable cause to believe the unit member violated the use of sick days.
- 7.4.6.3 Extended Sick Leave Benefit. If, a unit member is absent because of an accident or illness not in the scope of employment, the unit member shall utilize all accrued sick leave hours and then receive 50% of his/her regular pay for a period of up to 100 days per year. Such paid leave shall be exclusive of all paid leaves, vacation, holiday, or the unit member may elect to utilize accrued vacation or time before the commencement of the extended illness leave at 50% pay.
- 7.4.6.4 The District will make available to each unit member an annual statement of sick leave status.
- 7.4.6.5 The unit member is required to notify the School Police Administration as soon as possible, and in no event, less than two (2) hours prior to the commencement of their shift of a pending absence from work.
- 7.4.6.6 Employees who are ill shall either notify the School Police Administration or designee daily if they continue to be absent, shall advise the School Police Administration of an expected return date. In the case of the latter, if the employee does not return on the expected return date, he/she shall notify the School Police Administration of a revised return date or call daily from that date forward.

7.5 Bereavement

- 7.5.1 Each unit member shall be granted three (3) duty days of paid absence or five (5) duty days if out-of-state or if travel of more than 250 miles one way is involved,

for each bereavement, due to the death of any member of the immediate family including: spouse, registered domestic partner, parents, stepparents, foster children, foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren, sons and daughters-in-law, and brothers or sisters of the unit member or of the unit member's spouse. Verification of death of member of immediate family and travel distance shall be required by the District.

7.6 Jury Duty

7.6.1 A unit member shall be entitled to absence without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member the difference, if any, between the amount received for jury duty and the unit member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. On any day during which any unit member serves three hours or more on jury duty, the unit member shall be relieved from work. If less than three hours, including travel time to the work site (if jury duty is outside of Orange County), the remainder of the shift shall be performed.

7.6.1.1 Grand Jury service shall be excluded from paid jury service.

7.7 Military

7.7.1 A unit member shall be entitled to any military absence provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military absence.

7.8 Occupational Accident & Illness

7.8.1 Labor Code Sections 4850-4856:

7.8.1.1 Whenever a sworn police officer of the bargaining unit, who is a member of the California Public Employees Retirement System, is disabled by an injury or illness arising out of an injury in the course of his or her duties, he or she shall be entitled to a leave of absence while disabled, without loss of salary, in lieu of temporary disability payments or vocational rehabilitation maintenance allowance payments which would be payable under the workers' compensation provisions of the Labor Code.

7.8.1.2 The leave of absence with full pay is limited to one (1) year or until any earlier date that the person is retired on permanent disability pension and is receiving disability payments. The full pay disability workers' compensation benefits cease when the bargaining unit member retires under the CalPERS provisions. Labor Code Section 4850 payments in lieu of other workers' compensation disability payments fall under the scope of Internal Revenue Code Section 104(a) and are excluded from income for federal tax purposes. In the

event there is a California court decision or IRS decision concerning that the 4850 payments are taxable, the District and SASPOA shall immediately schedule dates to meet and negotiate the changes to the taxability of the payments.

- 7.8.2 The unit member shall notify the immediate supervisor of the injury/illness without undue delay.
- 7.8.3 If the injury/illness results in lost time from work, the Human Resources Office may require the unit member to submit to a physical examination by a physician selected by the Human Resources Office at any time during the absence period. The cost of the examination will be borne by the District.
- 7.8.4 During any paid absence, the District shall issue the unit member appropriate salary warrants for payment of the unit member's appropriate salary and shall deduct other authorized contributions.
- 7.8.5 Any unit member receiving benefits as a result of this regulation shall, during periods of injury or illness, remain within the State of California unless, upon written request for such travel, the Human Resources Office authorizes travel outside the State.
- 7.8.6 A unit member who has been off work as the result of an occupational injury or illness shall have a signed release from the treating physician, duly licensed, prior to returning to work.
 - 7.8.6.1 Limited capacity releases from the treating physician are acceptable for return to work at the discretion of the District only if the specified limitations will not prohibit the unit member from performing the essential functions of the position with reasonable accommodation comparable to that required by applicable federal and state laws and does not impose an undue hardship upon the District.

7.9 Personal Necessity Absence

- 7.9.1 Unit members shall be allowed no more than 56 hours of accumulated sick leave per work year for the purposes of personal necessity/compelling absence. Upon return from personal necessity/compelling absence, unit members shall submit a memorandum with the following statement: "I verify that my absence for the day(s) indicated was taken for the following reasons: (a) the need for absence is beyond the unit member's immediate control, (b) presents unavoidable conflict with duty hours, and (c) the unit member has no reasonable alternative; such as:
 - 7.9.1.1 The death of a member of the unit member's immediate family when additional absence is required beyond that provided in Section 7.3.3.1 of this Article.

- 7.9.1.2 As a result of an accident to the person or property of a unit member, or immediate family member including: spouse, registered domestic partner, parents, stepparents, foster children, foster parents, legal guardians, children, grandparents, grandchildren, great-grandchildren, sons and daughters-in-law, and brothers or sisters of the unit member or of the unit member's spouse.
 - 7.9.1.2.1 An emergency would indicate that the presence of the unit member is required. After the first day of absence, any extension of the unit members' required presence would require a physician's request.
- 7.9.1.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness. Proof of required attendance must be verified.
- 7.9.1.4 A catastrophe making it impossible for the unit member to report to work without putting the unit member or the unit member's property in danger. (A catastrophe is a sudden, widespread or extraordinary disaster, such as a serious earthquake or flood.)
- 7.9.2 With advanced permission of School Police Administration, 16 hours of the 56 hours permitted under this Article may be used for:
 - 7.9.2.1 Extended medical or dental appointments.
 - 7.9.2.1.1 Religious observance.
 - 7.9.2.1.2 Funeral of a close friend or relative not covered under Section 7.3.3.1 of this Article.
 - 7.9.2.2 Such other reasons approved by the District, handled on an individual basis as long as the total does not exceed 56 hours in the work year.
- 7.9.3 Eligible unit members shall be entitled to leave for qualifying reasons under the terms of the federal Family Medical Leave Act of 1993 and the California Family Rights Act. Eligible unit members shall be entitled to up to twelve (12) workweeks of unpaid family care and medical leave in a twelve (12) month period, which shall commence on the first date that leave is taken for the qualifying reason.

7.10 Leaves

- 7.10.1 Leaves will be considered for the following reasons:
 - 7.10.1.1 Family matters of an emergency nature.

- 7.10.1.2 Rest and recuperation if in the best interest of the District, to be accompanied by a recommendation from a licensed medical doctor or osteopathist.
 - 7.10.1.3 Child care.
 - 7.10.1.4 Academic preparation - when the unit member is entered on a planned District-approved program of study.
 - 7.10.1.5 Other reasons not covered above.
- 7.10.2 A leave request must be submitted on the proper form to the Human Resources Office at least four (4) weeks prior to the beginning of the leave.
- 7.10.3 School Police Administration may excuse an employee for personal business for up to 16 hours in any one (1) work year. The request shall be made prior to the absence. The absence shall be with loss of pay equal to 50% of the employee's pay if there is an available balance.

7.11 Catastrophic Leave

- 7.11.1 Catastrophic leave shall be defined as a life-threatening serious illness or injury that incapacitates a unit member in excess of 120 consecutive working hours. A physician's verification that the illness or injury is life-threatening shall be provided.
- 7.11.2 To be eligible for catastrophic leave, the unit member shall have exhausted all accrued plus advanced sick leave, accrued vacation time.
- 7.11.3 A unit member shall not be eligible for catastrophic leave during the period of time the unit member is receiving full pay under Occupational Accident or Illness Leave or Labor Code 4850-Leave (§7.8.1)
- 7.11.4 A unit member may be entitled to receive Catastrophic Leave concurrently with FMLA Leave, CFRA Leave, and PDLA Leave upon proper completion of these Catastrophic Leave requirements.
- 7.11.5 Only unit members with 96 or more of accumulated sick leave hours shall be permitted to donate days toward catastrophic leave. Each eligible unit member may donate a maximum of 16 hours of accumulated sick leave for each request by a unit member approved for catastrophic leave.
- 7.11.6 Requests for catastrophic leave shall be filed with the Human Resources Department.
- 7.11.7 Within three (3) business days of receipt of the request for catastrophic sick leave, the Human Resources Department shall distribute a communication to

all unit members of the request, including the name of the individual requesting.

- 7.11.8 Unit members seeking to donate sick leave hours shall advise Human Resources in writing within three (3) business days of the distribution of the catastrophic leave request.
- 7.11.9 Human Resources shall confirm eligibility for all individuals who wish to donate sick leave hours, and the sick leave hours transferred shall be effective within five (5) days of the deadline in §7.5.8.
- 7.11.10 Donated sick leave hours shall be pooled on a random selection basis. Unused days shall be returned to the unit member donating the hours.

8.0 VACATION AND HOLIDAYS

8.1 Vacation

- 8.1.1 All unit members who work at least 50% one-half (1/2) of the working days in a month shall earn eight (8) hours vacation allowance for each month worked. Additional vacation is earned according to the following conditions:
- 8.1.1.1 After 5 years of service, vacation shall be earned at the rate of 10 hours per month worked.
 - 8.1.1.2 After 10 years' service, all unit members shall earn vacation at the rate of 12 hours per month worked.
 - 8.1.1.3 After 15 years' service all unit members shall earn vacation at the rate of 14 hours per month worked.
 - 8.1.1.4 Vacation allowance for unit members working less than full time shall be prorated equivalent to current assignment.
- 8.1.2 In the event of the unit member's separation from the District prior to six (6) months of employment, a unit member shall not be entitled to the use or payment for any earned vacation.
- 8.1.3 The supervisor shall schedule vacation times using the following procedures:
- 8.1.3.1 The supervisor shall schedule vacation times at the unit member's request, based on seniority, if the request is made at least thirty (30) calendar days before commencing of vacation time and if the request does not significantly impede District operation.
 - 8.1.3.2 The supervisor shall provide a response back to the unit member within ten (10) calendar days. Should the supervisor be unable to provide a response within the timeframe required, the supervisor shall provide explanation to the employee in writing.
 - 8.1.3.3 All requests for vacation made less than thirty (30) duty days from the date of commencement of the vacation shall be scheduled at the supervisor's discretion. The supervisor's decision shall not be arbitrary or capricious.
 - 8.1.3.4 An approved vacation will not be rescinded unless an emergency exists or the unit member's presence is critical to the District operation.
 - 8.1.3.5 The unit member may appeal the decision to rescind a vacation, a vacation denial, or a refusal to provide a response to a vacation request to the School Police Chief or designee, and if the denial for vacation is

upheld by the Chief of Police or his or her designee, or the unit member may file a grievance with Human Resources.

- 8.1.3.6 Unit members shall use all earned vacation not later than the end of the fiscal year following the year in which it was earned. When circumstances preclude the taking of earned vacation within the time allowed, a maximum of one-half of the annual vacation allowance may be carried over subject to the approval of the Associate Superintendent, Human Resources or his/her designated representative. Exceptions up to one year of annual vacation allowance carry over may be approved by the Superintendent or his/her designee. In the event a unit member's vacation balance exceeds the maximum amount permitted under this section, the unit member shall not accrue any further vacation until such time as the unit member's vacation balance is less than the maximum amount permitted under this section
- 8.1.3.7 A permanent unit member terminating for any reason shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the unit member's last working day before termination.
- 8.1.3.8 Unit members who are unable to take all earned vacation shall be allowed to be paid off for up to 40 hours of earned vacation subject to the approval of the Associate Superintendent, Human Resources.
- 8.1.3.9 If a unit member is terminated and granted vacation which was not yet earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation time.
- 8.1.4 A permanent unit member may interrupt or terminate vacation in order to begin another type of paid absence without a return to active service, provided the unit member notifies School Police Administration prior to or on the day of change of the basis for such interruption or termination of vacation time off.
- 8.1.5 Each unit member will receive written notification whenever there is a change in the number of vacation days earned per month.

8.2 Holidays

- 8.2.1 The District shall observe the following (14) holidays according to the District calendar, Independence Day; Labor Day; Veteran's Holiday; Thanksgiving Holiday (2 days) Christmas Eve, Christmas Day, and the day after Christmas; New Year's Eve, New Year's Day Martin Luther King, Jr. Holiday; Lincoln's Holiday; Washington's Holiday; Memorial Day.
- 8.2.2 Bargaining Unit Members shall receive 112 hours of holiday time July 1st of each year. Bargaining Unit Members may utilize time off with proper notice and prior

approval of School Police Administration. The District shall cash out any unused holiday time remaining as of June 30th of each year. There shall be no carry-over of holiday hours from year to year.

- 8.2.3 A holiday falling within an approved vacation period shall be deemed a holiday and not chargeable as vacation.
- 8.2.4 Time during which a unit member is excused from work because of holidays, sick days, vacation, or other paid leave of absence shall be considered as time worked by the unit member for the purpose of determining paid status.
- 8.2.5 One (1) unit member shall be appointed to serve on the District calendar development committee.

9.0 EVALUATION PROCEDURES

9.1 Probationary Unit Members

9.1.1 Probationary unit members may receive a formal written appraisal of their performance after the unit member has worked three (3) months, and nine (9) months, and shall receive a formal written appraisal for their performance after the unit member has worked six (6) and twelve (12) months provided the unit member is employed at these times.

9.1.1.1 Evaluation dates may be extended an amount equal to absence days incurred during that period with the approval of the Human Resources Department Administration.

9.1.1.2 Prior to the end of the twelfth (12th) month probation period, the School Police Administration shall evaluate and recommend “permanent” status or “termination.”

9.1.2 If permanent status is recommended, permanency will occur at the completion of the twelfth (12th) month of the probationary period.

9.2 Any bargaining unit member sent to a POST approved academy shall serve an 18-month probationary period.

9.2.1 If permanent status is recommended, permanency will occur at the completion of the eighteenth (18th) month probationary period.

9.3 Permanent Unit Members

9.3.1 Permanent unit members are to receive an appraisal of their performance annually. The annual appraisal will be completed no later than forty (40) duty days after the anniversary date of the unit member.

9.3.2 Whenever possible, the unit member's Sergeant shall complete the appraisal form.

9.3.3 A copy of all appraisals shall be provided at the unit member's request. He /she shall be afforded an opportunity to review and comment and signed by the unit member, and placed into the unit member's personnel file in accordance with the Public Safety Officers Procedural Bill of Rights Act. A signature by the Unit Member does not indicate an agreement or disagreement of the Unit Member's appraisal.

9.3.3.1 If the unit member does not agree with the evaluation, this disagreement shall be submitted by the unit member in an attachment. The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

- 9.3.4 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.
- 9.3.5 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.
- 9.3.6 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
- 9.3.7 The unit member may be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. The requirements of the Public Safety Officers' Procedural Bill of Rights Act Sections 3305 and 3306 shall be complied with before an adverse comment is placed in the unit member's personnel file.
- 9.3.8 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response.
- 9.3.9 An appraisal form may be completed at any time the Police Administration believes the employee or the District will benefit from performance appraisal.
- 9.3.10 The contents of an evaluation shall not be grievable.
- 9.3.11 Performance Evaluation Document is Exhibit B.

10.0 GRIEVANCE PROCEDURES

10.1 A grievance is defined as a statement by a unit member that the District has violated an express term of this agreement and that by reason of such violation, the unit member's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures but may be subject to the Recommendation/Concern procedure of the District. Contents of an evaluation, discipline and discharge of probationary and permanent employees is specifically excluded from the operation of this grievance/arbitration procedure.

10.1.1 If rights guaranteed to SASPOA are violated, the SASPOA President may file a grievance without the signature of another individual unit member.

10.2 If a grievance involves more than one unit member, then all must sign and SASPOA may pursue the grievance. At least one of the grievants involved shall be present at all conferences held.

10.2.1 At any level of the grievance procedure, the grievant may request SASPOA representation, but the unit member must be present. If the unit member is represented, the representatives must be identified prior to the conference. Likewise, the supervisor may request others to be in attendance. These individuals must also be identified prior to the conference.

10.3 The term "days" when used in this Article shall, except where otherwise indicated, mean duty days of the unit member. The day of receipt is not considered one of the days when "days" is used.

10.4 The number of days as stated at each level should be considered as maximum, and every effort should be made to expedite the process.

10.4.1 The School Police Administration or a unit member may, for good cause, request an extension of time for a conference, response or an appeal. Such request shall be in writing to the Human Resources Division Administration, who shall grant or deny the request, determine the extension time, and notify all parties of the decision rendered.

10.5 Level One

10.5.1 The unit member with a grievance shall first present the matter orally to the School Police Sergeant not later than ten (10) duty days following the occurrence which prompted the grievance, or, within ten (10) duty days of the time when a unit member would reasonably be expected to be knowledgeable of being adversely affected.

10.5.1.1 The unit member shall state that this is an "oral grievance," citing the Article and Section number of the Agreement that allegedly has been violated.

- 10.5.1.2 The Sergeant shall have three (3) duty days to consider the grievance presented at the oral level before a decision is presented to the grievant in writing by memorandum.
- 10.5.2 If the grievance is unable to be resolved orally, the unit member may reduce the grievance to writing on the grievance form and present the matter to the School Police Sergeant within ten (10) duty days following the Sergeant's written response. The grievance shall set forth specifically the item contained within this Agreement upon which the grievance is based. It shall also contain the adverse effect on the grievant and suggested solution(s).
- 10.5.2.1 If the Unit Member's immediate School Police Sergeant believes the grievance is not within the authority of Level 1, he/she should so indicate on the response form and return it to the grievant along with the original grievance form, and any accompanying documents.
- 10.5.3 The unit member and the School Police Sergeant may confer in a meeting called by the School Police Sergeant, with the intent of a mutually satisfactory solution to the problem.
- 10.5.4 At the conference, the grievant may appear alone, or he/she may be represented, the representative must be identified on the grievance form and the unit member must be present. The School Police Sergeant must be present and may request others to be in attendance.
- 10.5.5 Following the conference, the School Police Sergeant shall communicate, in writing, his/her decision to the aggrieved unit member, SASPOA by email, and the Human Resources Division Administration.
- 10.5.5.1 The School Police Sergeant has ten (10) duty days from receipt of the written grievance to hold the conference and render a written decision

10.6 Level Two

- 10.6.1 In the event the grievance is not resolved at Level 1, the unit member may appeal to the School Police Lieutenant with a copy provided to Human Resources Division Administration. Such an appeal shall be made within ten (10) duty days after the unit member has received the decision from Level 1. The appeal shall contain the original grievance and Level 1 response with any documents provided at Level 1. Copies of the appeal are to be directed to the School Police Lieutenant with a copy provided to the Human Resources Division Administration.
- 10.6.2 The Police Lieutenant shall meet and confer with the unit member on the grievance with the intent of arriving at a mutually satisfactory resolution to the grievance. The unit member must be present for all grievances.
- 10.6.3 The School Police Sergeant shall be present at the request of either party.

10.6.4 Following the meet and confer meeting, the Police Lieutenant shall communicate the decision, in writing, to the aggrieved unit member, by email to the President of SASPOA, the School Police Sergeant, and the Human Resources Division Administration.

10.6.4.1 The Police Lieutenant has ten (10) duty days from receipt of the grievance to hold the meet and confer meeting and render a written decision.

10.7 Level Three

10.7.1 If the grievance is not sustained at Level Two (2), the aggrieved unit member may appeal the decision to the Chief of Police within ten (10) duty days after the decision of the Police Lieutenant has been received by the grievant. The appeal shall be accompanied by the original grievance and decisions at Level One (1) and Level Two (2), with all accompanying documents.

10.7.2 Within ten (10) duty days of the receipt of the appeal, the Chief of Police or his or her designee, (who is not involved previously in that grievance) shall hold a conference with the grievant and communicate his or her decision, in writing, to the grievant, SASPOA President and Human Resources Division. When the unit member is represented, that unit member must be present.

10.7.3 The original grievance form and any accompanying documentation shall be returned along with the response form.

10.8 Level Four

10.8.1 Within ten (10) duty days after receipt of the Level Three decision, SASPOA, by written notice to the Superintendent, and Human Resources Division Administration may elect to submit the grievance to binding arbitration.

10.8.2 In the event the parties are unable to mutually agree upon a binding arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last name shall be selected as the advisory arbitrator. The first deletion shall be by SASPOA.

10.8.3 The arbitrator's decision shall be binding upon parties hereto, and shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions and remedy.

10.8.4 The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.

10.8.5 Decisions and/or awards made by the arbitrator relative to economics shall be restricted to back pay, if appropriate, of the unit member and shall not be retroactive beyond the beginning of the last payroll period prior to the filing of the grievance. The arbitrator's decision shall be submitted to the District and the SASPOA for review and final Board of Education approval and implementation.

10.8.6 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

10.8.7 The arbitration provision is suspended during the period between contracts.

10.8.8 The only exception is for grievances arising prior to the expiration date of the contract or any extension thereof.

10.8.9 The District shall take reasonable efforts to place the binding arbitration decision on the next Board agenda for Board consideration that satisfies the Board's notice requirements.

10.9 Grievance Processing

10.9.1 Grievance Witnesses

10.9.1.1 The District shall make available for testimony in connection with the grievance procedure any District employee whose appearance is relevant as determined by the Human Resources Division to the proceedings and who is requested by the grievant.

10.9.2 During Regular Working Hours.

10.9.2.1 The grievant shall be entitled to one (1) hour to prepare and write grievances during the regularly scheduled hours of work without loss of pay.

10.9.2.2 The grievant, the representative, if any, and relevant witnesses, shall be entitled to attend grievance conferences with no loss of pay.

10.9.2.3 By appointment, SASPOA grievance chairperson or designee may have release time to meet and confer with the Human Resources Division designee to discuss grievances.

10.9.3 Separate Grievance File

10.9.3.1 All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file. The grievance file shall be available for inspection only by the unit member, the unit member's representative with written approval of the unit member and

those management and confidential employees directly involved in each specific grievance.

10.9.4 Grievance Forms

- 10.9.4.1 Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Personnel Services Division and given appropriate distribution so as to facilitate operation of the grievance procedure.

10.10 Time Limits

- 10.10.1 Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved unit member to proceed to the next level.

- 10.10.1.1 Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered and the grievance shall be considered withdrawn with prejudice.

10.11 Communication

- 10.11.1 All communications, notices and papers required to be in writing shall be served personally, or through District mail, or through District email.

10.12 Forfeiture

- 10.12.1 If the alleged grievance is not signed or if the unit member fails to appear for a scheduled conference without good cause, the grievance shall be deemed withdrawn with prejudice.
- 10.12.2 Failure of the District representative to appear for a scheduled conference without good cause shall decide the grievance in the unit member's favor.

10.13 General Provisions

- 10.13.1 No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, any representative, or any other participant in the procedure by reason of such participation.
- 10.13.2 All documents, communications, and records dealing with the processing of grievances shall be filed in the office of Personnel Services separately from the personnel file of the participants.

11.0 EMPLOYEE BENEFITS

11.1 General Provisions

- 11.1.1 The District shall provide all eligible unit members with medical, dental, vision, and life insurance coverage and a Flexible Spending Account, as provided for in this Article.
- 11.1.2 Insurance coverage is extended and as extended through the third party plans enumerated, or their subsequent versions.
- 11.1.3 The District will provide six (6) months of continued health benefits to survivors of deceased unit members/retirees. For Unit Members disabled in the line of duty, the provisions of Labor Code 4850 et seq. shall apply.
- 11.1.4 A unit member on any leave that is not Family Medical Leave Act (FMLA) leave, California Family Rights Act (CFRA) leave, and/or Pregnancy Disability Leave Act (PDLA) leave shall have the option to continue any health and life insurance benefits negotiated in this Agreement at the unit member's expense. Payments for these benefits shall be made in advance to cover a three- (3) month span of time at actual premium cost.
- 11.1.5 Benefitted unit members who voluntarily reduce their assignments in lieu of layoff below four (4) hours shall receive full benefits if they reimburse the District for a share of the cost equal to the proportion of the reduction.
- 11.1.6 All costs for medical examination and tests required by the District shall be paid by the District.

11.2 Benefit Programs

- 11.2.1 When two unit members are legally married and/or domestic partners and both are employees of the District and both are eligible for health/dental benefits; one unit member will pay the appropriate rate (two-party, or family). The other unit member shall be covered on the spouse's health/dental benefits plan and shall receive an Employer Funded Flex Account of \$500 per year to be utilized to cover out of pocket medical/dental expenses.
- 11.2.2 A Health Benefit Authority (HBA) shall be established to make decisions regarding:
 - A. medical insurance
 - B. dental insurance
 - C. vision insurance
 - D. mental health insurance
 - E. life insurance
 - F. retiree insurance
 - G. carriers/providers

H. consultants

11.2.3 The District shall designate a separate health benefits sub-fund(s)/reserve fund(s) (67-69 and 71-71) for the purpose of all revenues, expenses, and reserves related to the health benefits programs listed in 11.5.1.

11.2.4 Each year, no later than ninety (90) calendar days before the end of the health benefits plan year (i.e. March 30th of a fiscal health benefits plan year), an actuarial analysis shall be completed by the HBA's health benefits consultant. The analysis shall reflect renewal rates/expected costs/savings based on a composite percentage increase/decrease per enrollee multiplied by the number of enrollees in the plan at the time of the actuarial analysis using current plan designs. Proposed provider increases/decreases shall be presented to the Health Benefits Authority on or before seventy-five (75) calendar days prior to the end of the health benefits plan year (i.e. April 15th of a fiscal health benefits plan year).

A. The annual actuarial analysis shall include the following elements:

1. Utilization
2. Medical trend
3. Experience
4. SAUSD plan document

B. If the District's existing health benefits plan year's per enrollee premium/costs is greater than the proposed premium/cost, the Health Benefits Authority shall address any excess health benefits funds (i.e. through plan modifications, etc.) prior to open enrollment. If those excess funds exceed the value of two (2) months of health benefits costs, then those excess funds over the value of the two (2) months shall be made available for health benefits related negotiations.

C. If the District's existing health benefits plan year's per enrollee premium/costs level does not cover the proposed increase in premium/costs, the Health Benefits Authority shall, prior to open enrollment, take action to implement or change one or more of the following:

1. Plan modifications
2. Allocate excess funds from the health benefits sub-fund reserves to offset increased costs; the allocation shall not exceed 75% of the increased cost.

D. In the event that plan modification(s) are insufficient to cover the entire increased premium/costs, the remaining increases/costs shall be referred to the Collective Bargaining process to determine how remaining increases/costs shall be allocated.

E. The Health Benefits Authority may make health benefits plan design

adjustments when needed during the health benefits plan year. Open enrollment opportunities shall be provided to allow unit members to change plans.

11.2.5 The Health Benefits Authority shall provide:

- A. SAUSD Open Enrollment publication
- B. Summary Plan Description
- C. Evidence of Health Benefit Coverage
- D. Trainings on health benefits issues, trends, cost analysis, etc. shall be provided to the Health Benefits Authority. Release time shall be provided by the District.
- E. Unit members are allowed to attend up to two (2) Health Benefits related informational meetings/trainings per year. If the unit member attends during his/her normally scheduled work hours, the unit member is eligible for 30 minutes of release time with verification of attendance. The current providers for medical, dental and vision will be requested to be present to answer questions.
- F. Bi-annual informational meetings for retirees to explain the existing health plans will be conducted. The current providers for medical, dental, and vision will be requested to be present to answer questions.

11.2.6 The Health Benefits Authority shall have three (3) SASPOA voting representatives plus one alternate to be present at all meetings, to be appointed by the SASPOA President.

The Health Benefits Authority Decision Making/Voting Process

- A. Consensus Decision Making Model
 - 1. Consensus building regarding the annual actuarial analysis and implementation of needed changes shall be used.
 - 2. Following consensus building, a vote shall be taken to implement the recommended changes. District and Labor shall have an equal one (1) District to one (1) SASPOA vote.
 - 3. If the vote (11.5.5.A2) is 2 - 0, the recommended changes shall be implemented.

4. If the vote (11.5.5.A2) is a 1 -1 tie:
 - a. Either side may request mediation.
 - b. If an agreement cannot be reached within one hundred-twenty (120) calendar days after the beginning of the new health benefits plan year (i.e. November 1st of the fiscal health benefits plan year), District and SASPOA unit members/enrollees shall equally split SASPOA 's proportion of the shortfall in health benefits funding retroactive to the first day of the new health benefits plan year District paying 50% of the shortfall; SASPOA unit members/enrollees paying 50% of the shortfall). The 50%-50% shortfall split shall be applied to the unblended rate increases at the tier level. Rate increases that stay in effect shall be referred to the Collective Bargaining process to determine how the increases shall be allocated.
5. Meetings of the Health Benefits Authority shall be open and public, with agendas and minutes made available.
6. Meetings shall be chaired by a voting member of the HBA. The chair shall be appointed and rotate annually between the District and each participating labor group. The District and each participating labor group shall appoint an Assistant Chair annually. SASPOA shall appoint the chair for the 2013-2014 school year.
7. Meetings shall be conducted using Robert's Rules of Order and an annual review/training of Robert's Rules of Order shall be held.
8. To ensure order and efficiency, bylaws and/or stranding rules shall be developed, adhered to, reviewed, and modified as needed by the HBA.
9. The Health Benefits Authority shall review and study health benefits.
10. The Health Benefits Authority shall make available health benefits contracts with insurance carriers.
11. The Health Benefits Authority shall review benefits documents.
12. Daily administration of the health benefits program, and responsibility for implementing the direction of the Health Benefits Authority, shall be the responsibility of the District. All business correspondence, including claim waivers, formal proposals, bids, and correspondence shall be directed to the District for presentation as appropriate to the Health Benefits Authority.

13. Authority to enter into contracts with respect to health benefits determined by the Health Benefits Authority shall rest with the District.
14. The Health Benefits Authority shall be authorized to select consultants to be paid from budgeted health benefits funds. Labor shall have a health benefits consultant (chosen by Labor) to review the analysis presented by the HBA consultant, paid from the budgeted health benefits funds and not to exceed 20% of the expense of the consultant selected by the HBA. Contracts with firms or individuals shall be under the auspices of the District and shall require the approval of the Board of Education.

11.2.7 The benefits provided during retirement will be the same as, or comparable to, those provided to active employees at that same time (excluding life insurance) (i.e., benefits provided retirees on May 3, 2002, shall be the same or comparable to those benefits provided active employees on May 3, 2002). The Health Benefits Authority (HBA) shall determine comparability.

11.3 The benefit plans provided during retirement will be the same as provided to active employees at the same time excluding life insurance eligible for benefits shall sign the retiree benefit agreement with the District.

11.4 Retirement Health and Dental Benefits

11.4.1 An eligible unit member shall benefit as follows:

- 11.4.1.1 The retiring employee shall receive no compensation, nor is service expected.
- 11.4.1.2 The health and dental benefits provided during retirement will be the same, or similar as provided to active employees at that same time as determined by the Health Benefits Authority (excluding life insurance).

11.4.1.3 Medical and dental benefits shall be provided as follows:

A. BARGAINING UNIT MEMBERS HIRED PRIOR TO 1/1/2013:

- 1) Bargaining unit members must possess ten (10) years of sworn law enforcement experience at SAUSD
- 2) Medical insurance pick up until age 65
- 3) Must retire from Santa Ana Unified School District at a minimum age of fifty (50) years old in a CalPERs Safety Retirement Plan to be eligible

B. BARGAINING UNIT MEMBERS HIRED 1/1/2013 AND THEREAFTER:

Total Years of Sworn Law Enforcement in California	Total Years of Sworn Law Enforcement at Santa Ana USD	Total Years Medical/Dental Insurance Coverage
10% Service Credit	15 Years	Until Medicare Eligible
10% Service Credit	12 Years	9 Years or Medical Eligible (whichever comes first)
10% Service Credit	10 Years	8 Years or Medical Eligible (whichever comes first)
This section does not apply to salary schedule placement.		
Must retire from Santa Ana Unified School District in a CalPERS Safety Retirement Plan at a minimum age of fifty seven (57) years old to be eligible.		
Bargaining unit members who are lateral hires are subject to the provisions of the Government Code 7522.02		

11.4.1.4 Any changes made to active employees health and dental benefits shall be the same or similar, as determined by the Health Benefits Authority for retirees.

11.4.1.5 The health and dental benefits provided by the District shall be supplemental to any other health and dental benefits received.

11.4.1.6 Retirees and spouses eligible for Medicare benefits from their employment, or through their spouse's employment, are required to enroll in the Medicare Program when eligible, hospitalization (part A), medical (Part B), and prescription drug (part C) at the employee's expense to qualify or continue qualification. Such coverage will be primary, with District health and dental benefits being secondary.

- 11.4.1.7 After the coverage in 11.10.2.4 is completed, the retiree may continue the benefits by paying the District the current premium costs in two (2) equal payments each year.

11.5 Peace Officer Retirement

This section is a restatement of the SAUSD/PERS safety officer retirement plan. It is subject to PERS retirement laws and is not grievable.

11.5.1 Service Retirement (pre-January 1, 2013)

- 11.5.1.1 To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service.

- 11.5.1.2 The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 3% of final compensation for each year of credited service upon retirement at age 50. The allowance is limited to 90% of final compensation.

- 11.5.1.3 Final compensation is calculated by PERS and will be the highest compensation over a 12 month period (single highest year).

- 11.5.2 Unit members hired January 1, 2013 or thereafter shall be subject to the provisions of the California Public Employee's Pension Reform Act of 2013 (Government Code Sections 7522-7522.74).

- 11.5.3 Disability Retirement/Industrial Disability Retirement eligibility and benefits will normally be determined by PERS.

12.0 MISCELLANEOUS PROVISIONS

12.1 Savings

12.1.1 If during the life of this Agreement any of its provisions should be rendered invalid or its compliance therewith restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate any remaining portions which shall continue in full force and effect.

12.1.2 In the event of invalidation of any Article or Section of this Agreement, the parties shall, upon request of one party, meet within thirty (30) days to negotiate with respect to the means of compliance therewith.

12.2 Conflict

12.2.1 In the event of a conflict between the terms of this Agreement and any Board Policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

12.2.2 In the event of a conflict between the terms of this Agreement and any provisions of the Education Code or Title V of the Administrative Code, the law shall prevail.

12.3 Agreement Distribution

12.3.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall post the agreement on the District's website. The cost of printing and distribution shall be borne by the party requesting the printed version.

12.4 Complete Understanding

12.4.1 The above agreement constitutes the complete understanding between the parties for the term of this Agreement. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with terms and conditions of employment heretofore enjoyed unless expressly stated herein.

12.4.2 The parties agree that during the negotiations which culminated in this agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by law or policy from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth fully and completely herein.

- 12.4.3 Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 12.4.4 All subsequent agreements will be in writing, signed by both parties and, at the request of either party, distributed to all unit members.

13.0 NO CONCERTED ACTIVITIES

- 13.1 SASPOA hereby agrees that it, its agents, representatives, unit members or persons acting in concert with any of them, shall not incite, encourage, or participate in any strike, walk out, slow down or work stoppage of any kind, or other interruption of District operations, in connection therewith, during the term of this agreement or any agreed upon extension thereof.
- 13.2 In order to insure the uninterrupted service of the unit members covered by this agreement, this no-strike obligation is effective for any and all disputes which may arise between the parties including, but not limited to, matters covered by this agreement, regardless of whether or not such disputes are subject to the grievance procedure, disputes arising outside of this agreement, disputes with other labor organizations, persons or employers or jurisdictional disputes, including requests by other labor organizations to engage in the above-prohibited activities.
- 13.3 SASPOA recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward including all employees to do so. In the event of such activities, the SASPOA shall immediately instruct any persons engaging in such conduct that they are violating this agreement and that they are engaging in unlawful conduct and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- 13.4 It is agreed and understood that any employee violating this Article may be subject to appropriate discipline up to and including termination by the District.
- 13.5 It is understood that in the event the SASPOA, its elected officers or agents violate this Article, the District shall be entitled to withhold any rights, privileges or services provided binding for in this Agreement.

14.0 TERM OF AGREEMENT AND REOPENER

- 14.1 This Agreement, made and entered into this ___ day of _____, 20___, by and between the Santa Ana Unified School District, herein referred to as the "District," and the Santa Ana School Police Officers' Association, herein referred to as the "SASPOA."
- 14.2 Except as otherwise specifically provided herein, the effective date of this Agreement shall be from January 1, 2014 and expire on June 30, 2016.
- 14.3 The District or SASPOA may reopen on January 1, 2015 for the purpose of performing a Class and Compensation Study conducted by a mutually agreed upon Company. The recommendations shall not be binding on the District. Notice of the intent to reopen shall be received no later than December 15, 2014.
- 14.4 The District or SASPOA may reopen on July 1, 2015 for the purposes of negotiating changes to Employee Health & Welfare Benefits and Compensation. Notice of the intent to reopen shall be received no later than June 15, 2015.

15.0 DISCIPLINARY PROCEDURES/PERMANENT MEMBERS

- 15.1 The continued employment of any unit member is contingent upon meeting standards proper performance of assigned duties, and fitness-for-duty.
- 15.1.1 Disciplinary action includes any action whereby a permanent employee who has completed the required probationary period is issued a written reprimand and/or loss of assignment differential pay shall be entitled to the disciplinary appeal process contained in the department's Police Manual (Lexipol). Disciplinary actions leading to dismissal, suspension, demotion, except a layoff for lack of work or lack of funds are contained in this Article 15.0.
- 15.1.2 Discipline shall be imposed on unit members only for just cause as specified in the Education Code, Board Policies, Police Manual, or Administrative Regulations.
- 15.2 "Emergency Suspension Without Pay" means that suspension which is necessitated because the unit member's continued presence at work would constitute a significant, unwarranted risk to life, health and/or safety of the unit member or others or because of action of such a serious nature as to require immediate removal of the unit member from work.
- 15.2.1 An "emergency suspension" without pay shall not be imposed for arbitrary, discriminatory or capricious reasons.
- 15.2.2 A hearing officer's decision as to whether an emergency suspension was warranted shall be binding on both parties. If the decision is that the emergency suspension was not warranted, the employee shall be made whole for lost District provided wages and benefits but shall not affect the ultimate disposition of the case.
- 15.2.3 The following procedures shall be followed:
- 15.2.3.1 When a situation, conduct, or a pattern of unsatisfactory performance or behavior becomes evident, the supervisor shall orally counsel the unit member and warn the unit member that improvement is necessary and/or the situation must be remedied. This meeting may be documented through a Conference Summary memo.
- 15.2.3.2 A letter of reprimand may be given to a unit member for specific action or inaction that is detrimental to efficient department service.
- 15.2.3.3 The letter shall specify the cause, the time limit for improvement and possible future disciplinary action including, but not limited to, suspension, with or without pay, and/or termination.

- 15.2.3.4 If unacceptable conduct and/or performance continues, additional letter(s) of reprimand and/or suspension or termination may be imposed.
 - 15.2.3.5 Strict adherence to the above steps shall not be required under circumstances that are more serious in nature.
 - 15.2.3.6 Written Reprimand and Non-disciplinary Transfers Involving a Loss of Compensation Appeal Rights Process – Refer to the Police Manual (Lexipol) Section 340.4.1
- 15.2.4 For disciplinary actions involving suspension, demotion, or termination the District shall issue, by way of personal service, a Notice of Intent document (*Skelly*) providing a Statement of Charges, including the specific acts or omissions upon which the proposed action is based, and copies of all documents upon which the decision is based, as well as a notice to the bargaining unit member of his/her right to respond orally or in writing prior to the effective date of the proposed action. The Notice of Intent document shall provide a date when this *Skelly* meeting is scheduled. The bargaining unit member shall be entitled to a representative of his/her choice at the *Skelly* meeting. The purpose of this *Skelly* meeting is to provide the bargaining unit member an opportunity to convince the District that it should not proceed with its intended action. Witness testimony, other than the bargaining unit member's testimony, and cross examination of the District's officers shall not be permitted. Upon the bargaining unit members receipt of the District's approval of the *Skelly* officer's decision, the Notice of Intent and Statement of Charges and exhibits shall be forwarded to the Board of Education for their consideration.
- 15.2.5 Any unit member has the right upon request to be represented at any disciplinary conference.
- 15.2.6 Should the *Skelly* meeting result in the Board of Education's determination that suspension, demotion, termination will be sought, then the following procedure shall be followed:
- 15.2.7 Either the District or SASPOA shall then request a list of five (5) arbitrators from the California State Mediation and Conciliation Service.
- 15.2.8 Upon both parties receipt of the panel of arbitrators, an alternate striking process shall commence resulting in one (1) name being selected. The party which shall strike first shall alternate on subsequent cases to strike second.
- 15.2.9 The cost of the arbitrator, and any associated costs for the hearing process, e.g., facilities, etc., shall be equally divided between the District and SASPOA.

- 15.2.10 The arbitrator shall hear the case and give his/her best efforts to render a decision within thirty (30) days of the completion of the hearing process.
- 15.2.11 The arbitrator's decision shall be advisory on the Board of Education
- 15.2.12 The District and SASPOA (if SASPOA is the representative) shall each bear its own costs associated with representation in the hearing.
- 15.2.13 An employee may elect to be represented by SASPOA, or represented by their own attorney or representative at their own cost, in the proceeding.

16.0 LAYOFF AND REEMPLOYMENT/NON-DISCIPLINARY

16.1 Reasons

16.1.1 Reason(s) for layoff shall be for lack of work and/or lack of funds

16.1.1.1 Layoff is defined as the District's decision to terminate the employment relationship of a Bargaining Unit Member. The District decision to layoff a Bargaining Unit Member is not a subject of meeting and negotiating. The effects of the District decision to layoff is a meet and negotiate subject.

16.1.1.2 In the event the District decides that it is necessary to reduce the work year, or reduce the hours of a bargaining unit member(s), the decision is subject to meeting and negotiating with SASPOA. The effects of the District's decision to reduce the hours or reduce the work year shall be subject to meeting and negotiating with SASPOA.

16.1.1.3 In the event the District decides it is necessary to enact furlough day(s), the District shall notify SASPOA to meet and negotiate the decision and the effects of the decision.

16.2 Notice of Layoff

16.2.1 The unit member to be laid off shall be given written notice not less than sixty (60) calendar days prior to the effective date of the layoff.

16.2.2 The notice shall contain the reason(s) for layoff, displacement rights, if any, and reemployment rights.

16.3 Order of Layoff

16.3.1 The order of layoff within the classification shall be determined by seniority

16.3.1.1 Unit members shall be assigned seniority numbers based upon "date of hire."

16.3.1.2 A unit member with a lower seniority number shall have more seniority than a unit member with a higher seniority number.

16.3.2 The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

16.4 Reemployment

16.4.1 Unit members laid off because of lack of work and/or lack of funds are eligible for reemployment in the class from which laid off for a period of 39 months and shall be reemployed in preference to new applicants.

16.4.1.1 All unit members laid off have the right to participate in promotional examinations within the District during the 39-month period.

16.4.2 Unit members laid off shall have the right to be reemployed in the open positions in classes other than the position from which laid off if they hold seniority in that position.

16.4.3 If a unit member is reemployed within 39 months of layoff, the layoff shall not constitute a break in service.

16.5 Voluntary Retirement

16.5.1 Any unit member subject to being, or was in fact, laid off for lack of work or lack of funds may elect, if qualified, service retirement from PERS and shall be placed on the reemployment list and retain rights and privileges of a unit member on layoff.

16.6 General

16.6.1 A unit member on retirement (16.7) or layoff (16.2) shall, after receiving written notification of reemployment, notify the District within five (5) duty days of acceptance or rejection.

16.6.1.1 If the unit member accepts reemployment the unit member will report for work within ten (10) duty days of such notification.

16.6.1.1.1 A refusal to exercise - a reemployment opportunity shall result in the unit member remaining on the reemployment list in seniority order until the next opportunity for reemployment. If a unit member declines three (3) reemployment opportunities, the District shall discontinue contacting the unit member when opportunities become available.

16.7 Effects of Layoff

16.7.1 The District shall continue to pay health and welfare benefits at the current rate for all unit members laid off and currently receiving benefits for sixty (60) calendar days from the date of layoff.

- 16.1.1.2 The District shall provide each unit member notified that they are subject to layoff with a maximum of twenty (20) hours of paid time off for the purpose of seeking employment.
 - 16.1.1.3 Unit members on day shift of six (6) hours or more may utilize this section.
 - 16.1.1.4 The time used under this section is to be charged to accumulated sick days.
 - 16.1.1.5 The time off shall be mutually determined in advance by the unit member and the School Police Administration.
- 16.7.2 Unit members laid off shall, upon written request, be given primary consideration for a position as a School Police Reserve Officer

17.0 SASPOA RIGHTS

17.1 Use of Facilities

- 17.1.1 SASPOA shall have the right to make use of school buildings and facilities without cost at all reasonable hours when not otherwise being utilized as determined by the School Police Administration.
- 17.1.2 SASPOA must obtain permission from the School Police Administration prior to the use of any equipment for any SASPOA business.
- 17.1.3 Use of Bulletin Boards, Mail Service, and District Email
- 17.1.4 SASPOA shall have the right to post notices of activities and matters of SASPOA concern on designated bulletin boards, at least one of which shall be provided in the School Police Facilities in an area frequented by unit members. SASPOA may use unit member mailboxes for communications to unit members. The District shall deliver to the School Police Facilities any mail received from SASPOA which is addressed to the unit members and which is delivered to the District in a manner shown by SASPOA to be acceptable by the United States Post Office for such further delivery. All posted material and material placed in mailboxes must be identified as SASPOA material. A copy shall be provided the School Police Administration (for information purposes) concurrently with the posting or placing in mailboxes. SASPOA shall make a good faith effort to attempt to prohibit the posting and distribution of unauthorized material.
- 17.1.5 Authorized representatives of SASPOA shall be permitted the use of bulletin boards, District Email, and mail service to transact official SASPOA business provided the business does not interfere with the department's overall operational process. Bulletin boards, mail service, and District email communications shall not contain profanity or other unprofessional language, shall not be malicious, defamatory, used to harass, or used for disparaging remarks or comments toward persons or groups on the basis of gender, sexual preference, race, color, creed, religion, or national origin and/or School Police Administration. (See Board Policy Employee Use of Technology BP 4040).

17.2 Representation

- 17.2.1 SASPOA may designate a one (1) site representative at all School Police Facilities.
- 17.2.2 Authorized representatives of SASPOA shall be permitted to transact official SASPOA business on school property which do not interfere with police and District business.
- 17.2.3 Names, job titles, full-time or hourly status, months worked, percentage of full time, work days, and work sites of all unit members, except those who have

indicated that the information be withheld, shall be provided upon written request to the Human Resources Division at cost to SASPOA an annual basis.

17.2.4 The District shall provide the SASPOA President (8) hours per month of District-paid release time-

17.3 Membership Information

17.3.1 The District will distribute to new employees at the time of appointment information regarding membership in the Santa Ana School Police Officers Association. The information will be provided by SASPOA at no expense to the District.

17.4 Deductions

17.4.1 Organizational Security/Payroll Deductions

17.4.1.1 New Employees: Any unit member hired after the effective date of this Agreement who does not, within 30 duty days after the date of hire, notify the District and SASPOA of his/her objection, shall become a SASPOA member or service fee payer for the remainder of this Agreement according to monthly payroll procedures.

17.4.1.2 Conversion: Each unit member will have the option to convert between SASPOA membership and service fee status on an annual basis.

17.4.2 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for any plan or program jointly approved by the SASPOA and the District if in compliance with regulations of the County Department of Education.

17.4.3 SASPOA shall be provided with an opportunity for input regarding all unit member job description changes (new and existing) prior to submission to the Board of Education. The District shall distribute a list of job vacancies with "Please Post" included to every job site and department on a monthly basis.

17.5 Affirmation of Negotiability of Future Reclassification

17.5.1 The parties shall negotiate future reclassification issues if required by relevant PERB decisions.

17.5.2 Should there be any conflict between a job description and the SAUSD/SASPOA collective bargaining agreement, the collective bargaining agreement/Policy Manual (Lexipol) shall be controlling, where applicable.

18.0 MANAGEMENT RIGHTS

- 18.1 It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the SASPOA or of unit members as expressly set forth elsewhere in this Agreement.
- 18.2 All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 18.2.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 18.2.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 18.2.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, the personnel, work, service and activity functions assigned to such properties;
 - 18.2.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
 - 18.2.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, consultants, supervisory or managerial personnel, to do work which is normally done but unable to be performed by unit members covered hereby, and the methods of selection and assignment of such personnel;

- 18.2.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health, conduct, discipline, transportation, food services, racial and ethnic balance, establishing of extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and other personnel and the public with respect to such matters, subject only to such consultation rights of the SASPOA;
- 18.2.7 The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to classrooms, and the determination as to whether, when and where there is a job opening;
- 18.2.8 The District retains the right in its sole judgment and discretion to classify, create and fill new positions. In the event the SASPOA requests negotiations over the appropriate salary, such negotiations shall not delay implementation of the new position;
- 18.2.9 The dates, times and hours of operation of District facilities, functions, and activities; the District calendar;
- 18.2.10 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
- 18.2.11 The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- 18.2.12 In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

18.3 Staffing Patterns

- 18.3.1 The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans.
- 18.3.2 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

18.3.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described provisions, or any other rights of the District not limited by this Agreement, is not subject to the grievance provisions set forth in Article 10.

EXHIBIT A

**SANTA ANA UNIFIED SCHOOL DISTRICT
SASPOA SALARY SCHEDULE**

STEP 1 Hourly	STEP 2 Hourly	STEP 3 Hourly	STEP 4 Hourly	STEP 5 Hourly	STEP 6 Hourly
4389 26.125	4606 27.417	4837 28.792	5078 30.226	5336 31.762	5600 33.333

EXHIBIT B



**SANTA ANA SCHOOL POLICE DEPARTMENT
JOB PERFORMANCE EVALUATION**

TYPE OF REVIEW

Employee	<input type="checkbox"/> Annual Review (permanent employee)
Classification	<input type="checkbox"/> Probation <input type="checkbox"/> 3 month <input type="checkbox"/> 6 month <input type="checkbox"/> 9 month <input type="checkbox"/> 12 month <input type="checkbox"/> 18 month
Supervisor	Specific Duty Assignment

AS A VALUED MEMBER OF THE SANTA ANA SCHOOL POLICE DEPARTMENT

I WILL STRIVE FOR:

- Individual Honesty
- Personal Integrity
- Professionalism and Ethical Conduct
- A Strong Work Ethic
- The Willingness to Accept Personal Responsibility
- A Strong sense of Fairness
- High Standards for Excellence in Job Performance
- A Strong Sense of Service to the District Community

I agree to adhere to and follow, to the best of my ability, the canons, principles, and regulations contained in the

**LAW ENFORCEMENT CODE OF ETHICS
AND THE
SANTA ANA UNIFIED SCHOOL POLICE DEPARTMENT
RULES AND REGULATIONS**

Employee Signature

Date



**SANTA ANA SCHOOL POLICE DEPARTMENT
JOB PERFORMANCE EVALUATION**

I. COMMUNITY ORIENTED POLICING/HUMAN RELATIONS

PERFORMANCE MEASURES

	O	E	ME	NI	NO
a. Treats all persons with dignity and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates effectively with students, staff and the general public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Maintains effective working relationships with co-workers and supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Exhibits sincere interest / concern for problems and viewpoints of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Establishes contacts within the district community to foster mutual trust and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is aware of and addresses issues that lead to deterioration of trust and respect in the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Recognizes visible signs of disorder and takes appropriate steps to correct situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Projects a positive, professional attitude in the daily performance of duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: If more than six lines, please use "continuation" page.

II. PROBLEM SOLVING / FIELD ACTIVITIES

PERFORMANCE MEASURES

	O	E	ME	NI	NO
a. Maintains knowledge of problems and potential patterns within assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is effective at deterring criminal activity by routine and regular site checks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Shares information with officers assigned to their area on other shifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Utilizes a wide variety of resources to develop strategies for problem solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Develops resources to deal with related problems within their assigned area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Recognizes and utilizes enforcement as a problem solving tool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Maintains acceptable and productive levels of field activity that impact crime levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Willingly provides thoughts and ideas on ways to improve security and law enforcement services to the district community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: If more than six lines, please use "comments" page.



**SANTA ANA SCHOOL POLICE DEPARTMENT
JOB PERFORMANCE EVALUATION**

III. PERSONAL CHARACTERISTICS

PERFORMANCE MEASURES

O E ME NI NO

a. Uniform appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Physical fitness as required for current work assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Knowledge of laws and relevant case decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Knowledge of and compliance with District and Department policies, procedures and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Attendance / punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Care, use, and maintenance of assigned equipment, including firearms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Time management (response to calls / return to "in-service" status)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Critical thinking and decision making. Proper use of discretion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Communication skills (effective and competent use of radio and MDC)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Displays enthusiasm and interest in serving the greater school community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: If more than six lines, please use "continuation" page.

IV. CALLS FOR SERVICE/FIELD PERFORMANCE

PERFORMANCE MEASURES

O E ME NI NO

a. Vehicle operation skills (routine calls for service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Vehicle operation skills (emergency calls for service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Ability to control and coordinate resources at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Demonstrates proper officer safety techniques / tactics during suspect contacts when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Exercises care and control of prisoners when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Thoroughly investigates all crimes and incidents, documents and processes evidence as required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Prepares clear, concise, and accurate reports for department and court use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Uses proper grammar, spelling, and punctuation in reports as exhibited by the lack of report corrections. Writes complete reports, includes all necessary information / elements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Relates traffic enforcement activities to location and time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Work product is completed and submitted on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Appropriately uses "On Duty" time for performance of expected and assigned duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: If more than six lines, please use "continuation" page.



**SANTA ANA SCHOOL POLICE DEPARTMENT
JOB PERFORMANCE EVALUATION**

OVERALL PERFORMANCE RATING FOR THIS REVIEW PERIOD

- OUTSTANDING** **EXCELLENT** **MEETS EXPECTATIONS**
 NEEDS IMPROVEMENT **NOT OBSERVED**

COMMENTS ON OVERALL PERFORMANCE

If more than ten lines, please use "continuation" page.

OBJECTIVES / EXPECTATIONS FOR NEXT REVIEW PERIOD

If more than ten lines, please use "continuation" page.

SUPERVISORS SIGNATURE DATE

CHIEF OF POLICE DATE

EMPLOYEES SIGNATURE DATE

EXHIBIT C

Alcohol and Drug Use Policy

1012.1 PURPOSE AND SCOPE

The intent of this policy is to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any employee or member of the public. The Santa Ana School Police Department discourages alcohol and drug abuse and strives to achieve a workforce free from the influence of drugs and alcohol.

1012.2 GENERAL GUIDELINES

The consumption of alcohol or other intoxicants is generally prohibited by on-duty personnel except as necessary in the performance of an official special assignment. Personnel who consume alcohol as part of a special assignment shall not do so to the extent of impairing on-duty performance.

Employees who have consumed an amount of an alcoholic beverage or taken any drugs that would tend to adversely affect their senses or judgment shall not report for duty.

1012.2.1 PURCHASE OR POSSESSION OF DRUGS OR ALCOHOL ON-DUTY

Department employees shall not purchase or possess alcohol or other controlled substances on District property, at work, or while on-duty except in the performance of a special assignment as described in this policy.

Department employees shall not illegally manufacture any alcohol or drugs while on-duty, on District property or at any other time.

1012.2.2 USE OF PRESCRIBED MEDICATIONS

Any employee who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to the immediate supervisor prior to commencing any on-duty status. No employee shall be permitted to work or drive a department-owned or department-leased vehicle while taking such potentially impairing medication without a written release from his/her physician.

Possession of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

1012.3 EMPLOYEE ASSISTANCE PROGRAM

There may be available a voluntary Employee Assistance Program to assist employees who wish to seek help for alcohol and drug problems. There is also available a variety of insurance coverage which provide treatment for drug and alcohol abuse. Employees may contact the Department of Human Resources, their insurance provider, or the Employee Assistance Program for additional information.

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Programs or their insurance provider. It is the

Santa Ana School Police Department

Policy Manual

Alcohol and Drug Use Policy

responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1012.3.1 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due employees, and disclosure of any information relating to chemical abuse treatment, except on a need to know basis, shall only be with the express written consent of the employee involved or pursuant to lawful process.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: SANTA ANA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: Santa Ana School Police Officers' Association (SASPOA)
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: January 1, 2014 and ending: June 30, 2016
 (date) (date)

The Governing Board will act upon this agreement on: November 18, 2014
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2014-15	Year 2 Increase/(Decrease) FY 2015-16	Year 3 Increase/(Decrease) FY 2016-17
1 Salary Schedule Increase (Decrease): 4%/8%/12% ongoing increase effective January 1, 2014	\$ 1,207,824	\$ 121,483	\$ -	\$ -
		10.06%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
3 Other Compensation - Increase (Decrease) (i.e. Bilingual, FTO, Motors, Investigator, EMT, Graveyard, Weekends Premiums)	\$ 1,188	\$ 17,480	\$ -	\$ -
Description of other compensation: Health & Welfare cost				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 560,111	\$ 64,379	\$ -	\$ -
		11.49%	0.00%	0.00%
5 Health/Welfare Plans: 50% of the premium cost increase (one-time)	\$ -	\$ -	\$ -	\$ -
		#DIV/0!	#DIV/0!	#DIV/0!
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 1,769,123	\$ 203,342	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	19.00			
8 Total Compensation Average Cost per Employee	\$ 93,112	n/a	n/a	n/a
		0.00%	0.00%	0.00%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

4%, 8%, and 12% ongoing increase effective January 2014.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No.

11. Please include comments and explanations as necessary.

The ongoing 4%/8%/12% salary raise retroactive to January 1, 2014 will increase the District's operating expenditures by approximately \$203,000 in 2014-15.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Per the attached Collective Bargaining Agreement between SAUSD and SASPOA Article 11.0 "Employee Benefits".

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Please see attached Collective Bargaining Agreement between SAUSD and SASPOA.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

n/a

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

Please see attached Collective Bargaining Agreement between SAUSD and SASPOA Article 14.0 "Term of Agreement and Reopener" sections 14.3 and 14.4.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The District projected a deficit spending of approximately \$10.6 million as of June 10, 2014 for the 2014-15 July 1 Budget, resulting a reduction in the ending fund balance. The May Revise confirmed 28.05% gap funding for 2014-15.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

n/a

G. Source of Funding for Proposed Agreement

1. Current Year

General Fund.

- 2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

- 3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

General Fund.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers' Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/10/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 412,966,218	\$ -	\$ -	\$ 412,966,218
Remaining Revenues (8100-8799)	\$ 14,346,279	\$ -	\$ -	\$ 14,346,279
TOTAL REVENUES	\$ 427,312,497	\$ -	\$ -	\$ 427,312,497
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 201,808,283	\$ -	\$ -	\$ 201,808,283
Classified Salaries (2000-2999)	\$ 45,848,089	\$ 138,963	\$ -	\$ 45,987,052
Employee Benefits (3000-3999)	\$ 77,400,896	\$ 64,379	\$ -	\$ 77,465,275
Books and Supplies (4000-4999)	\$ 5,341,353	\$ -	\$ -	\$ 5,341,353
Services, Other Operating Expenses (5000-5999)	\$ 35,639,586	\$ -	\$ -	\$ 35,639,586
Capital Outlay (6000-6599)	\$ 1,327,370	\$ -	\$ -	\$ 1,327,370
Other Outgo (7100-7299) (7400-7499)	\$ 2,676,721	\$ -	\$ -	\$ 2,676,721
Direct Support/Indirect Cost (7300-7399)	\$ (5,847,815)	\$ -	\$ -	\$ (5,847,815)
Other Adjustments				
TOTAL EXPENDITURES	\$ 364,194,483	\$ 203,342	\$ -	\$ 364,397,825
OPERATING SURPLUS (DEFICIT)	\$ 63,118,015	\$ (203,342)	\$ -	\$ 62,914,673
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,648,985	\$ -	\$ -	\$ 4,648,985
CONTRIBUTIONS (8980-8999)	\$ (63,108,145)	\$ -	\$ -	\$ (63,108,145)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (4,639,115)	\$ (203,342)	\$ -	\$ (4,842,457)
BEGINNING BALANCE	\$ 17,223,081			\$ 17,223,081
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 12,583,966	\$ (203,342)	\$ -	\$ 12,380,624
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 864,968	\$ -	\$ -	\$ 864,968
Reserve for Economic Uncertainties (9789)	\$ 10,568,998	\$ -	\$ -	\$ 10,568,998
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers' Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/10/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 90,534,885	\$ -	\$ -	\$ 90,534,885
TOTAL REVENUES	\$ 90,534,885	\$ -	\$ -	\$ 90,534,885
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 60,397,885	\$ -	\$ -	\$ 60,397,885
Classified Salaries (2000-2999)	\$ 27,509,405	\$ -	\$ -	\$ 27,509,405
Employee Benefits (3000-3999)	\$ 30,340,293	\$ -	\$ -	\$ 30,340,293
Books and Supplies (4000-4999)	\$ 13,410,874	\$ -	\$ -	\$ 13,410,874
Services, Other Operating Expenses (5000-5999)	\$ 18,534,761	\$ -	\$ -	\$ 18,534,761
Capital Outlay (6000-6599)	\$ 2,492,759	\$ -	\$ -	\$ 2,492,759
Other Outgo (7100-7299) (7400-7499)	\$ 2,755,843	\$ -	\$ -	\$ 2,755,843
Direct Support/Indirect Cost (7300-7399)	\$ 4,073,662	\$ -	\$ -	\$ 4,073,662
Other Adjustments				
TOTAL EXPENDITURES	\$ 159,515,482	\$ -	\$ -	\$ 159,515,482
OPERATING SURPLUS (DEFICIT)	\$ (68,980,597)	\$ -	\$ -	\$ (68,980,597)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 90,950	\$ -	\$ -	\$ 90,950
CONTRIBUTIONS (8980-8999)	\$ 63,108,145	\$ -	\$ -	\$ 63,108,145
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,963,402)	\$ *	\$ -	\$ (5,963,402)
BEGINNING BALANCE	\$ 10,515,226			\$ 10,515,226
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 4,551,824	\$ -	\$ -	\$ 4,551,824
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 4,551,824	\$ -	\$ -	\$ 4,551,824
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers' Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 6/10/14)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 412,966,218	\$ -	\$ -	\$ 412,966,218
Remaining Revenues (8100-8799)	\$ 104,881,164	\$ -	\$ -	\$ 104,881,164
TOTAL REVENUES	\$ 517,847,382	\$ -	\$ -	\$ 517,847,382
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 262,206,168	\$ -	\$ -	\$ 262,206,168
Classified Salaries (2000-2999)	\$ 73,357,493	\$ 138,963	\$ -	\$ 73,496,456
Employee Benefits (3000-3999)	\$ 107,741,189	\$ 64,379	\$ -	\$ 107,805,568
Books and Supplies (4000-4999)	\$ 18,752,227	\$ -	\$ -	\$ 18,752,227
Services, Other Operating Expenses (5000-5999)	\$ 54,174,347	\$ -	\$ -	\$ 54,174,347
Capital Outlay (6000-6599)	\$ 3,820,128	\$ -	\$ -	\$ 3,820,128
Other Outgo (7100-7299) (7400-7499)	\$ 5,432,564	\$ -	\$ -	\$ 5,432,564
Direct Support/Indirect Cost (7300-7399)	\$ (1,774,153)	\$ -	\$ -	\$ (1,774,153)
Other Adjustments	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 523,709,964	\$ 203,342	\$ -	\$ 523,913,306
OPERATING SURPLUS (DEFICIT)	\$ (5,862,582)	\$ (203,342)	\$ -	\$ (6,065,924)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,739,935	\$ -	\$ -	\$ 4,739,935
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (10,602,517)	\$ (203,342)	\$ -	\$ (10,805,859)
BEGINNING BALANCE	\$ 27,738,307			\$ 27,738,307
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 17,135,790	\$ (203,342)	\$ -	\$ 16,932,448
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ -	\$ -	\$ 1,150,000
Restricted Reserves (9740)	\$ 4,551,824	\$ -	\$ -	\$ 4,551,824
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 864,968	\$ -	\$ -	\$ 657,559
Reserve for Economic Uncertainties (9789)	\$ 10,568,998	\$ -	\$ -	\$ 10,573,065
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

**Orange County Department of Education
District Fiscal Services**

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Santa Ana School Police Officers' Association**

	2014-15	2015-16	2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 412,966,218	\$ 443,742,146	\$ 461,794,969
Remaining Revenues (8100-8799)	\$ 104,881,164	\$ 101,499,843	\$ 97,524,462
TOTAL REVENUES	\$ 517,847,382	\$ 545,241,989	\$ 559,319,432
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 262,206,168	\$ 268,302,892	\$ 270,720,188
Classified Salaries (2000-2999)	\$ 73,496,456	\$ 74,523,377	\$ 75,564,675
Employee Benefits (3000-3999)	\$ 107,805,568	\$ 116,416,990	\$ 125,773,318
Books and Supplies (4000-4999)	\$ 18,752,227	\$ 14,310,467	\$ 14,164,223
Services, Other Operating Expenses (5000-5999)	\$ 54,174,347	\$ 56,601,436	\$ 57,348,821
Capital Outlay (6000-6999)	\$ 3,820,128	\$ 3,769,828	\$ 3,769,828
Other Outgo (7100-7299) (7400-7499)	\$ 5,432,564	\$ 5,602,077	\$ 5,760,784
Direct Support/Indirect Cost (7300-7399)	\$ (1,774,153)	\$ (1,774,153)	\$ (1,774,153)
Other Adjustments: Proposed Cuts		\$ -	\$ -
Other Adjustments: Federal Sequestration		\$ -	\$ -
TOTAL EXPENDITURES	\$ 523,913,306	\$ 537,752,915	\$ 551,327,685
OPERATING SURPLUS (DEFICIT)	\$ (6,065,924)	\$ 7,489,074	\$ 7,991,747
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 4,739,935	\$ 4,739,935	\$ 4,739,935
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (10,805,859)	\$ 2,749,139	\$ 3,251,812
BEGINNING BALANCE	\$ 27,738,307	\$ 16,932,448	\$ 19,681,588
CURRENT-YEAR ENDING BALANCE	\$ 16,932,448	\$ 19,681,588	\$ 22,933,400
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Restricted Reserves (9740)	\$ 4,551,824	\$ 5,525,831	\$ 6,628,306
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 657,559	\$ 2,155,900	\$ 4,033,741
Reserve for Economic Uncertainties (9789)	\$ 10,573,065	\$ 10,849,857	\$ 11,121,352
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -

**Orange County Department of Education
District Fiscal Services**

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2014-15	2015-16	2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 528,653,241	\$ 542,492,849	\$ 556,067,619
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 10,573,065	\$ 10,849,857	\$ 11,121,352

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
b.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 10,573,065	\$ 10,849,857	\$ 11,121,352
c.	General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)			
d.	General Fund Negative Ending Balances in Restricted Resources	\$	\$	\$
e.	Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
f.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)			
g.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -
h.	Total Available Reserves	\$ 10,573,065	\$ 10,849,857	\$ 11,121,352
i.	Total Available Reserves Percentage	2.00%	2.00%	2.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

**Orange County Department of Education
District Fiscal Services**

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

n/a

6. Please include any additional comments and explanations of Page 4 as necessary:

n/a

**Orange County Department of Education
District Fiscal Services**

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Santa Ana School Police Officers' Association Bargaining Unit, during the term of the agreement from January 1, 2014 to June 30, 2016.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	-
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

N/A (No budget revisions necessary)

District Superintendent
(Signature)

Date

Chief Business Officer
(Signature)

Date

**Orange County Department of Education
District Fiscal Services**

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

11/18/2014

Date

Swandayani Singgih

Contact Person

(714) 558-5895

Phone

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Governmental Accounting Standards Board 45 (GASB 45) Valuation Report of Other Post Employment Benefits

ITEM: Presentation

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 provide the Board with an overview of the Governmental Accounting Standards Board (GASB) 45 Valuation Report of Other Post Employment Benefits (OPEB) as of August 1, 2014.

RATIONALE:

The District provides post-employment benefits other than pensions OPEB to employees who meet certain criteria. As a result of offering these benefits, the District is required to report the value of these benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 45 (GASB 45). An actuarial study is required to identify the unfunded liability.

FUNDING: Not Applicable

RECOMMENDATION:

Presented for information.

SP:mm



Santa Ana
Unified School District

Santa Ana Unified School District Board of Education

GASB 45 Actuarial Valuation as of August 1, 2014

November 18, 2014



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Overview

- The **G**overnmental **A**ccounting **S**tandards **B**oard issued Statement **45** (GASB 45) related to **O**ther **P**ost-**E**mployment **B**enefits (OPEB); "Other" means other than pensions
- OPEB include medical, dental, vision, prescription, disability and life insurance benefits provided to eligible retirees; does *not* include pension benefits or early retirement incentives
- GASB considers OPEB part of employees current compensation being recognized as benefits earned over total working service
- Employees of Santa Ana USD can earn post-employment medical and dental benefits over their career



GASB 45 – Employer Accounting

- Accounting and reporting for OPEB expenses and obligations
 - Annual expense shown on financial statements
 - Disclose OPEB liabilities on balance sheet as they accrue
 - Greater transparency in public financial reporting
 - Intergenerational equity: Full cost of benefits accrued prior to commencement date
- GASB 45 *does not* require funding OPEB liabilities, just reporting them
- A full actuarial valuation is required every two years
- The consequences for non-compliance include
 - Adverse opinion by Board's auditor
 - Impact on bond rating



Actuarial Valuation Process – OPEB

- Identify OPEB plans and criteria for receiving benefits, including the benefits promised and eligibility conditions
- Gather demographic information – current retirees, future retirees, spouses and/or dependents
- Select appropriate actuarial and economic assumptions
- Project future expected cash flows
 - pay-as-you-go costs = net employer benefit payments
 - must reflect age-adjusted premiums approximating claim costs or "true" cost of plan (see *Appendix*)
- Discount cash flows to yield actuarial present value of benefits
- Allocate present values to each year of employment
- Develop GASB 45 measures and financial statement items



Summary of Plan Provisions

		Certificated & Management		Classified	
		Hired on or before April 28, 1999	Hired after April 28, 1999	Hired prior to June 30, 1998	Hired on or after June 30, 1998
Eligibility		Retiree age 55 or older, 10+ years of service	Retiree age 55 or older, 10+ years of service	Retiree age 50 or older, 10+ years of service	Retiree age 50 or older, 10+ years of service
Benefits		Medical and dental coverage for retiree and dependents Retirees receive benefits until reaching age 70 or their maximum allowable years of coverage (8-13 years based on their service with the district)*	Medical and dental coverage for retiree and dependents Retirees receive benefits until reaching age 65 or their maximum allowable years of coverage (6-10 years based on their service with the district)*	Medical and dental coverage for retiree and dependents Retirees receive benefits until reaching age 70 or their maximum allowable years of coverage (8-13 years based on their service with the district)*	Medical and dental coverage for retiree and dependents Retirees receive benefits until reaching age 65 or their maximum allowable years of coverage (8-10 years based on their service with the district)*

* If a retiree dies prior to completing the term of coverage, their spouse will receive coverage for 6 months after the death of the retiree



Demographic Information

Participants	At July 1, 2011	At August 1, 2014
Actives		
Fully Eligible to Receive Plan Benefits	929	1,033
<u>Not Fully Eligible</u>	<u>3,307</u>	<u>3,136</u>
Total	4,236	4,169
Retirees		
Under Age 65	484	300
<u>Age 65 or over</u>	<u>460</u>	<u>350</u>
Total Receiving Plan Benefits	944	650
Total	5,180	4,819

	Actives	Retirees	Total
Average Age	46.02	64.87	48.56
Average Service	13.64	N/A	N/A



Summary of Actuarial Assumptions

Category	Assumption
Discount Rate	4.5%
Medical Inflation	4.0%
Dental & Vision Trend	4.0%
Mortality	CalPERS and CalSTRS pension assumptions
Retirement and Employee Turnover Rates	Uses 2009 studies performed for CALPERS and CALSTRS
Future Retiree Elections	Coverage consistent with current retiree elections
Amortization (Payment) Period	27 remaining years for amortizing Unfunded Actuarial Accrued Liability



Key GASB 45 Measures – Definitions

OPEB Liabilities

Present Value of Future Benefits (pvFB) – past and future service

- Total projected costs to finance all future benefits based upon members' past and future service

Actuarial Accrued Liability (AAL) – past service

- Portion of the pvFB earned (or accrued) based on members' service as of valuation date

Normal Cost (NC) – current service

- Portion of the pvFB attributable to services rendered during the year and increased eligibility



Key GASB 45 Measures – Definitions (continued)

Annual Expense

Annual required contribution (ARC)

- Benchmark for benefits accrual accounting purposes only; there is no requirement to prefund
- Represents the level of annual employer contribution required to fund the OPEB cost
- Includes both the value of benefits earned during the year (NC) and amortization of the Unfunded AAL (UAAL) over a period up to 30 years; the UAAL is shown in footnote disclosures

Annual OPEB Cost

- The accrual cost of the employer's participation in an OPEB plan for financial reporting purposes
- Generally equal to the ARC adjusted for interest and amortization of the Net OPEB Obligation reflected on the balance sheet

Net OPEB obligation (NOO)

- The cumulative difference between the annual OPEB cost and actual employer contributions
- The NOO is recognized on the employer's balance sheet
- Fully funding the ARC results in zero NOO but less capital for other projects



Key GASB 45 Measures – Results (\$ in millions)

Measurement Date	July 1, 2011	August 1, 2014
Present Value of Future Benefits		
Actives	\$138.2	\$206.8
Retirees	\$38.9	\$48.0
Total	\$177.1	\$231.6
Actuarial Accrued Liability		
Actives	\$81.5	\$134.3
Retirees	38.9	24.8
Total	\$120.4	\$159.1
Normal Cost	\$5.0	\$7.4
GASB 45 Measures	At July 1, 2011	At August 1, 2014
Annual Required Contribution (ARC)	\$12.8	\$17.3



August 1, 2014 Fiscal Year valuation compared with prior valuation

Demographics

- Active headcounts decreased 1.6%
- There are fewer retirees in 2014 than in 2011
- Average age and service is similar
- Expect AAL to increase 17.5% and NC to increase 16.2%

Plan Provisions

- No changes in OPEB benefits or eligibility requirements since last valuation

Assumptions

- Interest from 5% to 4.5% due to CalPERS change in inflation assumption
- Change actuarial cost method from PUC to EAN to be consistent with GASB pension standard and pending OPEB standard.
- NC starts out low but increases much faster under PUC
- AAL lower under PUC due to higher higher future accruals

The above impacts result in larger increases than otherwise expected



Santa Ana
Unified School District

Thank you!

For additional information regarding OPEB, please contact:

Geoffrey Kischuk, FSA, FCA, MAAA
Total Compensation Systems, Inc.
805.496.1700

GKischuk@TotComp.com

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Acceptance of Governmental Accounting Standards Board 45 (GASB 45) Valuation Report of Other Post Employment Benefits**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of Governmental Accounting Standards Board (GASB) 45 Valuation Report of Other Post Employment Benefits (OPEB) as of August 1, 2014.

RATIONALE:

The District provides post-employment benefits other than pensions OPEB to employees who meet certain criteria. As a result of offering these benefits, the District is required to report the value of these benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 45 (GASB 45). An actuarial study is required to identify the unfunded liability. The actuarial study is attached.

General findings of the Study estimate the "pay-as-you-go" cost of providing retiree health benefits for **current Retirees** beginning August 1, 2014 to be \$7,803,287.

For **current employees**, the value of benefits "accrued" in the year beginning August 1, 2014, (the normal cost) is \$7,356,022. This normal cost will increase each year based on covered payroll. Had Santa Ana Unified School District begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. The estimated amount that would have accumulated ("Actuarial Accrued Liability" or AAL) is \$159,115,368.

The remaining unamortized balance of the initial Unfunded AAL (UAAL) is \$120,493,717. This leaves a "residual" AAL of \$38,621,651.

The annual cost to amortize the residual unfunded actuarial accrued liability using a 4.5% discount rate and an open 27 year amortization period is \$2,499,573.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an Annual Required Contribution (ARC) of \$17,318,072. The ARC is used as the basis for determining expenses and liabilities under GASB 45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

The table below presents historical data and summarizes the actuarial valuation results for the District's active and retired employee groups:

	July 1, 2007	July 1, 2009	July 1, 2010	July 1, 2011	Aug 1, 2014
ACTUARIAL PRESENT VALUE OF TOTAL PROJECTED BENEFITS: The amount that should be accrued over the working lifetime of current employees.					
Actives	\$217,740,668	\$140,716,498	\$146,657,421	\$138,209,780	\$206,777,731
Retirees	\$31,228,905	\$36,263,294	\$29,443,644	\$38,905,420	\$24,841,750
Total	\$248,969,573	\$176,979,792	\$176,091,065	\$177,115,200	\$231,619,481
ACTUARIAL ACCRUED LIABILITY: The amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.					
Remaining amount of our liability that existed at the time GASB standard was implemented that is yet to be amortized					\$120,493,717
Amount of increased liability since implementation of GASB 45, plus the amount that the District has accrued of that original liability					\$38,621,651
Total (Current Value)					\$159,115,368
Actuarial Accrued Liability					
Actives	\$107,978,024	\$82,789,201	\$91,246,475	\$81,546,965	\$134,273,618
Retirees	\$31,228,905	\$36,263,294	\$29,443,644	\$38,905,420	24,841,750
Total	\$139,206,929	\$119,052,495	\$120,690,119	\$120,452,385	\$159,115,368
ANNUAL REQUIRED CONTRIBUTION YEAR BEGINNING AUGUST 1, 2014: The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis for the annual OPEB cost and net OPEB obligation.					
Normal Cost					\$7,356,022
Initial Unfunded Actuarial Accrued Liability Amortization					\$7,462,477
Residual Unfunded Actuarial Accrued Liability Amortization					\$2,499,573
Total					\$17,318,072
Annual Required Contribution (ARC)	\$16,932,513	\$12,849,921	\$13,086,185	\$12,756,060	
PARTICIPANTS					
Actives	\$4,408	\$4,043		\$4,236	\$4,169
Retirees	\$722	\$889		\$944	\$650
Total	\$5,130	\$4,932		\$5,180	\$4,819

The District has looked at the considerations brought up in the 2007 GASB 45 Actuarial Report on how to decrease the District's liability:

- Reviewing health plan designs (ex: change deductibles, co-pays, out of pocket maximums)
- Studying impact of removing retirees from the same experience rating pool as active employees (analyze implicit subsidy)
- Modify District contribution towards premiums
- Adjusting the vesting requirement

In addition to making changes to employee contributions, plan design and post-eligible retiree rates, the District negotiated Retiree eligibility language. The Health Benefits Authority (HBA) continues to address plan design, medical and dental costs, how employees and Retirees access our plans and the future impact of Health Care Reform.

Although the District has implemented many of the 2007 recommendations over the last 7 years, as health benefit costs rise, the value and liability of those promised, future post-employment benefits to current Retirees and future Retirees also increases. The District is not currently pre-funding the future liability since the inception of GASB 45.

Current recommendations or best practices in this GASB Valuation report include:

- Actuarial recommends that Santa Ana Unified School District inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Santa Ana Unified School District should determine whether the benefit is material and subject to GASB 43 and/or 45.
- Actuarial recommends that Santa Ana Unified School District conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two years, as required under GASB 43/45.
- Actuarial recommends that the District communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.
- Under GASB 45, it is important to isolate the cost of retiree health benefits. Santa Ana Unified School District should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Santa Ana Unified School District should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Santa Ana Unified School District should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

FUNDING: Not Applicable

RECOMMENDATION:

Accept the Governmental Accounting Standards Board (GASB) 45 Valuation Report of Other Post Employment Benefits as of August 1, 2014, as prepared by Total Compensation Systems, Inc.

SP:mm

**Santa Ana Unified School District
Actuarial Study of
Retiree Health Liabilities
As of August 1, 2014**

*Prepared by:
Total Compensation Systems, Inc.*

Date: October 25, 2014

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**Santa Ana Unified School District
Actuarial Study of Retiree Health Liabilities**

PART I: EXECUTIVE SUMMARY

A. Introduction

Santa Ana Unified School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of August 1, 2014 (the valuation date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2014. If the report will first be used for a different fiscal year, the numbers will need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under Governmental Accounting Standards Board (GASB) Standards 25/27.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Santa Ana Unified School District to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Santa Ana Unified School District to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 43 and 45 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Santa Ana Unified School District should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Santa Ana Unified School District's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Santa Ana Unified School District in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified and Management & Confidential. We estimated the following:

- the total liability created. (The actuarial present value of total projected benefits or APVTPB)
- the ten year "pay-as-you-go" cost to provide these benefits.

Total Compensation Systems, Inc.

- the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees' service prior to the valuation date.)
- the amount necessary to amortize the UAAL over a period of 27 years.
- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").
- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning August 1, 2014 to be \$7,803,287 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning August 1, 2014 (the normal cost) is \$7,356,022. This normal cost would increase each year based on covered payroll. Had Santa Ana Unified School District begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$159,115,368. This amount is called the "actuarial accrued liability" (AAL). The remaining unamortized balance of the initial unfunded AAL (UAAL) is \$120,493,717. This leaves a "residual" AAL of \$38,621,651.

We calculated the annual cost to amortize the residual unfunded actuarial accrued liability using a 4.5% discount rate. We used an open 27 year amortization period. The current year cost to amortize the residual unfunded actuarial accrued liability is \$2,499,573.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of \$17,318,072. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of July, 2014. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

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	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
Benefit types provided	Medical and dental	Medical and dental	Medical and dental
Duration of Benefits	Varying from 8 to 13 years depending on length of service, but not beyond age 65*	Varying from 8 to 13 years depending on length of service, but not beyond age 65*	Varying from 8 to 13 years depending on length of service, but not beyond age 65*
Required Service	From 10 years for up to 8 years of coverage to 35 years for up to 13 years of coverage	From 10 years for up to 8 years of coverage to 35 years for up to 13 years of coverage	From 10 years for up to 8 years of coverage to 35 years for up to 13 years of coverage
Minimum Age	Retirement under CalSTRS or CalPERS	Retirement under CalSTRS or CalPERS	Retirement under CalSTRS or CalPERS
Dependent Coverage	Yes	Yes	Yes
District Contribution %	100% to cap	100% to cap	100% to cap
District Cap	Active cap	Active cap	Active cap

*Age 70 for those hired before 4/28/99 for certificated, 7/1/98 for classified

D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Santa Ana Unified School District should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Santa Ana Unified School District's practices, it is possible that Santa Ana Unified School District is already complying with some or all of our recommendations.

- We recommend that Santa Ana Unified School District inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Santa Ana Unified School District should determine whether the benefit is material and subject to GASB 43 and/or 45.
- We recommend that Santa Ana Unified School District conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two years, as required under GASB 43/45.
- We recommend that the District communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.
- Under GASB 45, it is important to isolate the cost of retiree health benefits. Santa Ana Unified School District should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Santa Ana Unified School District should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

Total Compensation Systems, Inc.

- Santa Ana Unified School District should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Santa Ana Unified School District's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Santa Ana Unified School District should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Santa Ana Unified School District to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,



Geoffrey L. Kischuk, FSA, MAAA, FCA
Consultant
Total Compensation Systems, Inc.
(805) 496-1700

PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

Under most actuarial cost methods, there are two components of actuarial cost - a “normal cost” and amortization of something called the “unfunded actuarial accrued liability.” Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method permitted under GASB 43 and 45. This actuarial cost method is called the “entry age normal” method.

Under the entry age normal cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, normal cost can be expressed either as a level dollar amount or a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.
- *Mortality rates* varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits.

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While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, employer funds earning money market rates in the county treasury are likely to earn far less than an irrevocable trust containing a diversified asset portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely *long term* investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions are exactly met and an employer expensed the normal cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the actuarial accrued liability or AAL. The excess of AAL over the **actuarial value of plan assets** is called the *unfunded* actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. At inception of GASB 43 and 45, there is usually a substantial UAAL. Some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)
- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.
- The employer may elect a "closed" or "open" amortization period.
- The employer may choose to amortize on a level dollar or level percentage of payroll method.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Santa Ana Unified School District. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

B. Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

C. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Santa Ana Unified School District uses contribution caps, the influence of the trend factor is further reduced.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date August 1, 2014 at 4.5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVTPB is the amount on August 1, 2014 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.

Total Compensation Systems, Inc.

Actuarial Present Value of Total Projected Benefits at August 1, 2014

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
Active: Pre-65	\$158,779,836	\$110,423,513	\$40,807,105	\$7,549,218
Post-65	\$47,997,895	\$32,255,703	\$12,838,255	\$2,903,937
Subtotal	\$206,777,731	\$142,679,216	\$53,645,360	\$10,453,155
Retiree: Pre-65	\$9,514,466	\$5,502,107	\$3,418,940	\$593,419
Post-65	\$15,327,284	\$11,881,505	\$2,579,234	\$866,545
Subtotal	\$24,841,750	\$17,383,612	\$5,998,174	\$1,459,964
Grand Total	\$231,619,481	\$160,062,828	\$59,643,534	\$11,913,119
Subtotal Pre-65	\$168,294,302	\$115,925,620	\$44,226,045	\$8,142,637
Subtotal Post-65	\$63,325,179	\$44,137,208	\$15,417,489	\$3,770,482

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTFB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

D. Cost to Prefund Retiree Benefits

1. Normal Cost

The average hire age for eligible employees is 32. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 29 years (assuming an average retirement age of 61). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

Normal Cost Year Beginning August 1, 2014

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
# of Employees	4169	2426	1527	216
Per Capita Normal Cost				
Pre-65 Benefit	N/A	\$2,219	\$1,080	\$1,498
Post-65 Benefit	N/A	\$0	\$0	\$0
First Year Normal Cost				
Pre-65 Benefit	\$7,356,022	\$5,383,294	\$1,649,160	\$323,568
Post-65 Benefit	\$0	\$0	\$0	\$0
Total	\$7,356,022	\$5,383,294	\$1,649,160	\$323,568

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.

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2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The initial UAAL was amortized using level dollar, closed 30 year amortization. The District can amortize the remaining or residual UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 27 years at 4.5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect level dollar, open 27 year amortization.

Actuarial Accrued Liability as of August 1, 2014

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
Active: Pre-65	\$86,275,723	\$55,120,997	\$26,145,572	\$5,009,154
Post-65	\$47,997,895	\$32,255,703	\$12,838,255	\$2,903,937
Subtotal	\$134,273,618	\$87,376,700	\$38,983,827	\$7,913,091
Retiree: Pre-65	\$9,514,466	\$5,502,107	\$3,418,940	\$593,419
Post-65	\$15,327,284	\$11,881,505	\$2,579,234	\$866,545
Subtotal	\$24,841,750	\$17,383,612	\$5,998,174	\$1,459,964
Subtot Pre-65	\$95,790,189	\$60,623,104	\$29,564,512	\$5,602,573
Subtot Post-65	\$63,325,179	\$44,137,208	\$15,417,489	\$3,770,482
Grand Total	\$159,115,368	\$104,760,312	\$44,982,001	\$9,373,055
Unamortized Initial UAAL	\$120,493,717			
Plan assets at 7/31/14	\$0			
Residual UAAL	\$38,621,651			
Residual UAAL Amortization at 4.5% over 27 Years	\$2,499,573			

3. Annual Required Contributions (ARC)

If the District determines retiree health plan expenses in accordance with GASB 43 and 45, costs include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.

Total Compensation Systems, Inc.

Annual Required Contribution (ARC) Year Beginning August 1, 2014

	<i>Total</i>
Normal Cost	\$7,356,022
Initial UAAL Amortization	\$7,462,477
Residual UAAL Amortization	\$2,499,573
ARC	\$17,318,072

The normal cost remains as long as there are active employees who may some day qualify for District-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

4. Other Components of Annual OPEB Cost (AOC)

Expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This applies to employers that don't fully fund the Annual Required Contribution (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) includes assumed interest on the net OPEB obligation (NOO). The annual OPEB cost also includes an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying "plan".)
- The net OPEB obligation equals the accumulated differences between the (AOC) and qualifying "plan" contributions.

PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District share of retiree health premiums.

<i>Year Beginning August 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
2014	\$7,803,287	\$5,486,439	\$1,868,795	\$448,053
2015	\$7,671,076	\$5,448,343	\$1,788,228	\$434,505
2016	\$8,399,735	\$6,019,998	\$1,935,121	\$444,616
2017	\$8,762,915	\$6,162,818	\$2,095,028	\$505,069
2018	\$9,086,299	\$6,239,104	\$2,260,450	\$586,745
2019	\$9,436,591	\$6,351,400	\$2,402,637	\$682,554
2020	\$9,921,114	\$6,403,350	\$2,763,748	\$754,016
2021	\$10,407,090	\$6,565,700	\$3,072,114	\$769,276
2022	\$11,029,095	\$6,665,591	\$3,592,197	\$771,307
2023	\$11,806,885	\$7,066,653	\$3,924,080	\$816,152

PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 43/45 require biennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Santa Ana Unified School District take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The District may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study. There is an additional fee required to calculate the impact of alternative trend assumptions.
2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB allows this as one of several permissible methods under GASB45. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Santa Ana Unified School District to understand that the appropriateness of all selected actuarial assumptions and methods are Santa Ana Unified School District's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Santa Ana Unified School District's actual historical experience, and TCS's judgment based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

AMORTIZATION METHODS: We used a level dollar, closed 30 year amortization period for the initial UAAL. We used a level dollar, open 27 year amortization period for any residual UAAL.

SUBSTANTIVE PLAN: As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Santa Ana Unified School District regarding practices with respect to employer and employee contributions and other relevant factors.

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ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.75% per year.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 4.5% per year. This is based on assumed long-term return on employer assets.. We used the “Building Block Method” as described in ASOP 27 Paragraph 3.6.2. Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

ACTUARIAL VALUE OF PLAN ASSETS (AVA): There were no plan assets on the valuation date.

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NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

MORTALITY

<i>Employee Type</i>	<i>Mortality Tables</i>
Certificated	2009 CalSTRS Mortality
Classified	2009 CalPERS Mortality for Miscellaneous Employees

RETIREMENT RATES

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2009 CalSTRS Retirement Rates
Classified	Hired before 1/1/2013: 2009 CalPERS Retirement Rates for School Employees Hired after 12/31/2012: 2009 CalPERS Retirement Rates for Miscellaneous Employees 2% @60 adjusted to minimum retirement age of 52
Management & Confidential	Hired before 1/1/2013: 2009 CalPERS Retirement Rates for School Employees Hired after 12/31/2012: 2009 CalPERS Retirement Rates for Miscellaneous Employees 2% @60 adjusted to minimum retirement age of 52

VESTING RATES

<i>Employee Type</i>	<i>Vesting Rate Tables</i>
Certificated	100% at 10 Years of Service for up to 8 years of coverage 100% at 15 Years of Service for up to 9 years of coverage 100% at 20 Years of Service for up to 10 years of coverage 100% at 25 Years of Service for up to 11 years of coverage 100% at 30 Years of Service for up to 12 years of coverage 100% at 35 Years of Service for up to 13 years of coverage
Classified	100% at 10 Years of Service for up to 8 years of coverage 100% at 15 Years of Service for up to 9 years of coverage 100% at 20 Years of Service for up to 10 years of coverage 100% at 25 Years of Service for up to 11 years of coverage 100% at 30 Years of Service for up to 12 years of coverage 100% at 35 Years of Service for up to 13 years of coverage
Management & Confidential	100% at 10 Years of Service for up to 8 years of coverage 100% at 15 Years of Service for up to 9 years of coverage 100% at 20 Years of Service for up to 10 years of coverage 100% at 25 Years of Service for up to 11 years of coverage 100% at 30 Years of Service for up to 12 years of coverage 100% at 35 Years of Service for up to 13 years of coverage

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree costs. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Employee Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	\$14,956	\$10,044
Classified	\$12,079	\$6,240
Management & Confidential	\$14,956	\$10,044

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PARTICIPATION RATES

<i>Employee Type</i>	<i><65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	92%	92%
Classified	90%	90%
Management & Confidential	92%	92%

TURNOVER

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

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APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

ELIGIBLE ACTIVE EMPLOYEES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
Under 25	39	11	28	0
25-29	263	133	126	4
30-34	414	212	189	13
35-39	556	341	191	24
40-44	678	439	194	45
45-49	632	356	248	28
50-54	606	315	253	38
55-59	564	331	187	46
60-64	358	244	97	17
65 and older	59	44	14	1
Total	4169	2426	1527	216

ELIGIBLE RETIREES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management & Confidential</i>
Under 50	1	1	0	0
50-54	3	2	1	0
55-59	51	18	29	4
60-64	245	158	74	13
65-69	350	244	89	17
70-74	0	0	0	0
75-79	0	0	0	0
80-84	0	0	0	0
85-89	0	0	0	0
90 and older	0	0	0	0
Total	650	423	193	34

APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES

This report is to be used to calculate accounting entries rather than to provide the dollar amount of accounting entries. How the report is to be used to calculate accounting entries depends on several factors. Among them are:

- 1) The amount of prior accounting entries;
- 2) Whether individual components of the ARC are calculated as a level dollar amount or as a level percentage of payroll;
- 3) Whether the employer using a level percentage of payroll method elects to use for this purpose projected payroll, budgeted payroll or actual payroll;
- 4) Whether the employer chooses to adjust the numbers in the report to reflect the difference between the valuation date and the first fiscal year for which the numbers will be used.

To the extent the level percentage of payroll method is used, the employer should adjust the numbers in this report as appropriate to reflect the change in OPEB covered payroll. It should be noted that OPEB covered payroll should only reflect types of pay generating pension credits for plan participants. Please note that plan participants do not necessarily include all active employees eligible for health benefits for several reasons. Following are examples.

- 1) The number of hours worked or other eligibility criteria may differ for OPEB compared to active health benefits;
- 2) There may be active employees over the maximum age OPEB are paid through. For example, if an OPEB plan pays benefits only to Medicare age, any active employees currently over Medicare age are not plan participants;
- 3) Employees hired at an age where they will exceed the maximum age for benefits when the service requirement is met are also not plan participants.

Finally, GASB 43 and 45 require reporting covered payroll in RSI schedules regardless of whether any ARC component is based on the level percentage of payroll method. This report does not provide, nor should the actuary be relied on to report covered payroll.

GASB 45 Paragraph 26 specifies that the items presented as RSI "should be calculated in accordance with the parameters." The RSI items refer to Paragraph 25.c which includes annual covered payroll. Footnote 3 provides that when the ARC is based on covered payroll, the payroll measure may be the projected payroll, budgeted payroll or actual payroll. Footnote 3 further provides that comparisons between the ARC and contributions should be based on the same measure of covered payroll.

At the time the valuation is being done, the actuary may not know which payroll method will be used for reporting purposes. The actuary may not even know for which period the valuation will be used to determine the ARC. Furthermore, the actuary doesn't know if the client will make adjustments to the ARC in order to use it for the first year of the biennial or triennial period. (GASB 45 is silent on this.) Even if the actuary were to know all of these things, it would be a rare situation that would result in knowing the appropriate covered payroll number

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to report. For example, if the employer uses actual payroll, that number would not be known at the time the valuation is done.

As a result, we believe the proper approach is to report the ARC components as a dollar amount. It is the client's responsibility to turn this number into a percentage of payroll factor by using the dollar amount of the ARC (adjusted, if desired) as a numerator and then calculating the appropriate amount of the denominator based on the payroll determination method elected by the client for the appropriate fiscal year.

If we have been provided with payroll information, we are happy to use that information to help the employer develop an estimate of covered payroll for reporting purposes. However, the validity of the covered payroll remains the employer's responsibility even if TCS assists the employer in calculating it.

APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Accrued Liability: The amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service.

Actuarial Present Value of Total Projected Benefits: The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation date.

Actuarial Value of Assets: Market-related value of assets which may include an unbiased formula for smoothing cyclical fluctuations in asset values.

Annual OPEB Cost: This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net OPEB obligation.

Annual Required Contribution: The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis of the annual OPEB cost and net OPEB obligation.

Closed Amortization Period: An amortization approach where the original ending date for the amortization period remains the same. This would be similar to a conventional, 30-year mortgage, for example.

Discount Rate: Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower normal costs and actuarial accrued liability.

Implicit Rate Subsidy: The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.

Net OPEB Obligation: The accumulated difference between the annual OPEB cost and amounts contributed to an irrevocable trust exclusively providing retiree OPEB benefits and protected from creditors.

Normal Cost: The dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.

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<u>OPEB Benefits:</u>	Other PostEmployment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>Open Amortization Period:</u>	Under an open amortization period, the remaining unamortized balance is subject to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage every two or three years.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower normal cost and actuarial accrued liability. The participation rate often is related to retiree contributions.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued liability will be.
<u>Transition Obligation:</u>	The amount of the unfunded actuarial accrued liability at the time actuarial accrual begins in accordance with an applicable accounting standard.
<u>Trend Rate:</u>	The rate at which the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and actuarial accrued liability.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial accrued liability.
<u>Unfunded Actuarial Accrued Liability:</u>	This is the excess of the actuarial accrued liability over assets irrevocably committed to provide retiree health benefits.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined. Under GASB 43 and 45, the valuation date does not have to coincide with the statement date.
<u>Vesting Rate:</u>	The proportion of retiree benefits earned, based on length of service and, sometimes, age. (Vesting rates are often set in conjunction with retirement rates.) More rapid vesting increases normal costs and actuarial accrued liability.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approve or Deny Charter Petition for Proposed Vista Heritage Charter Middle School and if Denied Adopt Resolution No. 14/15-3035 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 Vista Heritage Charter Middle School, and, if the Board denies the Charter Petition, to adopt Resolution No. 14/15-3035 implementing that action. The Charter Petition was received by the District Governing Board at its meeting of October 14, 2014, and, in accordance with the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) a public hearing on the provisions of the Charter was held on October 28, 2014.

RATIONALE:

Review of the Charter Petition for the proposed Vista Heritage Charter Middle 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. 14/15-3035 includes a number of written factual findings specific to the Vista Heritage Charter Middle 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. 14/15-3035 demonstrate that approval of the Vista Heritage Charter Middle School Charter Petition would not be consistent with sound educational practice because:

1. The 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 petition does not contain the number of signatures required by Education Code Section 47605(a).
4. The Charter Petition does not contain reasonably comprehensive descriptions of all of the required elements.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 14/15-3035 – Denying the Charter School Petition for Vista Heritage Charter Middle School.

SP:mm

1 RESOLUTION NO. 14/15-3035

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6 DENYING CHARTER SCHOOL PETITION FOR
7 VISTA HERITAGE CHARTER MIDDLE 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 September 12, 2014 the petitioners delivered to the
14 District office a charter petition ("Charter") for Vista Heritage Charter Middle
15 School ("VHCMS" and/or "Charter School") to be operated by Vista Charter Public
16 Schools, a California nonprofit public benefit corporation; and
17

18 **WHEREAS**, Vista Charter Public Schools currently operates Vista Charter Middle
19 School ("VCMS") within the boundaries of Los Angeles Unified School District
20 ("LAUSD") under LAUSD's oversight and VCMS is the model for VHCMS; and
21

22 **WHEREAS**, Vista Charter Public Schools, at or about the same time as it
23 submitted the VHCMS Charter Petition to the District, submitted a virtually
24 identical charter petition proposing the Vista Centinela Charter Middle School to
25 Inglewood Unified School District ("IUSD") proposed to be operated under IUSD's
26 oversight; and
27

28 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was
29 brought to the District Governing Board meeting of October 14, 2014, at which time
30 it was received by the District Governing Board, thereby commencing the timelines
31 for District Governing Board action thereon; and
32

33 **WHEREAS**, a public hearing on the provisions of the VHCMS Charter was
34 conducted on October 28, 2014, pursuant to Education Code Section 47605, at which
35 time the District Board considered the level of support for this Charter by
36 teachers employed by the District, other employees of the District, and parents;
37 and
38

1 **WHEREAS**, at the public hearing the lead petitioner, two parents, and one
2 student spoke in favor of the Charter; and

3
4 **WHEREAS**, at the public hearing the lead petitioner stated that there were
5 more than 120 parents and students present in support of the VHCMS Charter, it is
6 important to recognize that the vast majority of these people arrived at the
7 hearing via a chartered bus and it was evident from the lead petitioner's comments
8 to them that they are parents/students at VCMS operating within LAUSD, and that,
9 while they may be supportive of the VHCMS petition, they are not parents or
10 students who are actually interested in enrolling at VHCMS since they already
11 attend VCMS in a distant geographic location; and

12
13 **WHEREAS**, the District received 81 letters of support for VHCMS, it is
14 important to note that these letters were (1) identical form letters, with even the
15 city of residence (Santa Ana), the date (which in many cases was *after* the date the
16 letters were mailed), and the same typographical errors pre-completed on the form;
17 (2) while the letters were received in separate envelopes, they were each sent
18 through the same metered mail system and were not mailed by the individual signers;
19 and (3) while the form letters state that they are each from a "member of our
20 community and supporter" of VHCMS, none of them indicate that they are actually
21 parents/guardians of students who are eligible to attend the proposed VHCMS or
22 otherwise express any interest in or intent to enroll students at the proposed
23 VHCMS; and

24
25 **WHEREAS**, no other evidence of parent/guardian or student interest in
26 attending the proposed charter school was presented by the petitioners; and

27
28 **WHEREAS**, the Charter proposes a sixth through eighth grade program with an
29 initial enrollment of 280 students and a maximum enrollment of 420 students; and

30
31 **WHEREAS**, in reviewing the Petition for the VHCMS, the Governing Board has
32 been cognizant of the intent of the Legislature that charter schools are and should
33 become an integral part of the California educational system and that establishment
34 of charter schools should be encouraged; and

35
36 **WHEREAS**, in reviewing the Petition for the VHCMS Charter, the Governing Board
37 has been cognizant of Education Code Section 47605(h) which provides (emphasis
38 added):

1 In reviewing petitions for the establishment of charter
2 schools within the school district, the governing board of
3 the school district shall give preference to petitions that
4 demonstrate the capability to provide comprehensive
5 learning experiences to pupils identified by the petitioner
6 or petitioners as academically low achieving pursuant to
7 the standards established by the department under Section
8 54032, as it read before July 19, 2006.
9

10 **WHEREAS**, the District staff, working with an independent evaluator and
11 District legal counsel, have reviewed and analyzed all of the information received
12 with respect to the Charter, including information related to the operation and
13 potential effects of VHCMS, and made a recommendation to the District Governing
14 Board that the VHCMS Charter be denied based on that review; and
15

16 **WHEREAS**, the District Governing Board has fully considered the Charter
17 submitted for the establishment of VHCMS and the recommendation provided by
18 District staff; and
19

20 **WHEREAS**, the SAUSD Governing Board specifically notes that this Resolution
21 No. 14/15-3035 does not include findings relative to every defect in the Charter
22 submitted, but is limited to a few significant issues in the Charter. Not only are
23 the findings set forth herein legally sufficient to support the SAUSD Board's
24 denial of the Charter, but also it is imperative, should these petitioners ever
25 decide to propose another charter, either to SAUSD or elsewhere, that such petition
26 establish that the petitioners themselves have the knowledge, understanding, and
27 expertise necessary both to write an educationally, fiscally, and practically sound
28 charter petition and to open and operate a sound charter school, not just respond
29 directly to findings of this Board;
30

31 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**
32

- 33 I. That the Governing Board of SAUSD finds the above listed recitals to be true
34 and correct and incorporates them herein by this reference.
35
- 36 II. That the Governing Board, having fully considered and evaluated the Petition
37 for the establishment of the proposed Vista Heritage Charter Middle School,
38 hereby finds that it is not consistent with sound educational practice,

1 based upon grounds and factual findings including, but not limited to, the
2 following, and hereby denies the renewal pursuant to Education Code Section
3 47605:
4

5 A. The Charter School presents an unsound educational program for the
6 pupils to be enrolled in the Charter School. [Education Code Section
7 47605(b)(1)]
8

9 B. The petitioners are demonstrably unlikely to successfully implement the
10 program set forth in the petition. [Education Code Section
11 47605(b)(2)]
12

13 C. The petition does not contain the number of signatures required by
14 Education Code Section 47605(a). [Education Code Section 47605(b)(3)]
15

16 D. The petition does not contain reasonably comprehensive descriptions of
17 all of the required elements. [Education Code Section 47605(b)(5)]
18

19 III. That the Governing Board of the Santa Ana Unified School District hereby
20 determines the foregoing findings are supported by specific facts, including
21 but not limited to the following:
22

23 A. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE
24 PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section
25 47605(b)(1)]
26

27 1. The Charter Petition does not adequately address the provision of
28 services pursuant to the Individuals with Disabilities Education
29 Improvement Act ("IDEIA"), Section 504 of the Rehabilitation Act
30 of 1973 ("Section 504"), and/or the Americans with Disabilities
31 Act ("ADA"). The District has numerous concerns regarding the
32 Charter Petition's failure to address the provision of services
33 pursuant to the IDEIA, Section 504, and the ADA. In fact, other
34 than a statement that VHCMS shall comply with all provisions of
35 federal law related to students with disabilities, including the
36 IDEIA and Section 504, the Charter's "plan" is limited to a
37 statement that at some unidentified point in the future VHCMS and
38 the District will execute an MOU consistent with the District's

1 SELPA Plan and a few passing references to Section 504 and
2 special education teachers, but without any developed or proposed
3 plan. Nothing in these statements indicates that VHCMS has the
4 requisite capacity, knowledge, resources, and preparation
5 actually to carry out its obligations to students with
6 disabilities, nor does the Charter even acknowledge VHCMS's
7 obligations pursuant to the ADA.

8
9 Furthermore, at the public hearing the lead petitioner
10 specifically stated that at its currently operating school Vista
11 Charter Public Schools "serves students with mild to moderate
12 disabilities." This statement causes the District grave concern
13 because it does not address the provision of services to students
14 with moderate to severe disabilities against whom VHCMS cannot
15 discriminate, and implies that such students will not be enrolled
16 in or educated at VHCMS.

17
18 Additionally, the Charter budget documents do not address the
19 expenses associated with the provision of services pursuant to
20 the IDEIA, Section 504, or the ADA. Several of the submitted
21 budget documents do include line items for both revenues and
22 expenditures related to compliance with the IDEIA, such as
23 federal IDEA funding and State AB602 funding, RSP teacher
24 expenses, and "Special Ed Fair Share," however, none of these
25 line items include any actual amounts as either a revenue or an
26 expense. Nor do the budget documents specify that the special
27 education funding source amounts will be paid to/retained by the
28 District nor is there any expenditure to cover VHCMS's
29 "contribution of an equitable share of its charter school block
30 grant funding to support districtwide special education
31 instruction and services, including, but not limited to special
32 education instruction and services for pupils with disabilities
33 enrolled in the charter school," as required by Education Code
34 Section 47646. The Charter budget documents also include no
35 expenditures for compliance with Section 504 and/or the ADA. The
36 potential expenses associated with compliance with the IDEIA,
37 Section 504, and the ADA are significant and must be accounted
38 for in a charter school's budget.

1
2 2. Overall, the description of the educational program is generic
3 and lacking in specificity and detail to the point that it is
4 impossible for the District to determine whether the proposed
5 program is sufficient or can be educationally successful. It is
6 important to understand that the mere fact that the petitioner is
7 currently operating a charter school does not obviate the need
8 for this Charter to include a reasonably comprehensive
9 description of its proposed educational and operational program
10 that can be assessed by this District Governing Board for
11 educational soundness and operational viability. The Charter is
12 missing essential pieces of information which would be necessary
13 for the District get a clear sense of what an actual student,
14 with specific individualized needs, would experience at VHCMS.
15 The Charter fails to include examples or substantive details
16 relative to many aspects of its educational proposal. For
17 example, while the concept of "Curricular Maps" is repeated many
18 times in the Charter as a cornerstone of VHCMS's proposed
19 educational program, it is never fully defined or explained, nor
20 does the Charter include an actual example of a Curricular Map or
21 how it would be used.

22
23 3. The Charter lauds the achievements of the currently operating
24 Vista Charter Middle School particularly its English Language
25 Arts program, and the District recognizes it met its most recent
26 API growth targets. The District does, however, note with
27 concern the information VHCMS included in the Charter regarding
28 its CST proficiency comparison in math. According to the table
29 in the Charter, Vista Charter Middle School's percentage of
30 students at proficient and above on math was only 27.8%, while
31 the three schools to which it compared itself were at 40.6%,
32 43.1%, and 47.8%. The Charter does not, however, address why the
33 school's level of proficient and above in math is so much lower
34 than in English Language Arts, nor does the VHCMS Charter include
35 any explanation of steps being implemented by Vista Charter
36 Public Schools in general or VHCMS in particular, to address this
37 apparent deficiency in the math program.
38

1 B. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE
2 PROGRAM SET FORTH IN THE PETITION. [Education Code Section
3 47605(b) (2)]
4

5 1. The various issues, concerns, and deficiencies discussed above
6 related to the provision of services pursuant to the IDEIA,
7 Section 504, and the ADA are hereby incorporated herein by this
8 reference. A failure properly and fully to comply with these
9 legal requirements would necessarily mean that VHCMS was not
10 complying with the law and/or effectively implementing the
11 proposed Charter with respect to the education and rights of
12 students protected by these laws. Furthermore, the failure
13 properly to budget for the expenses involved in compliance with
14 these requirements would likely result in the fiscal failure of
15 VHCMS.
16

17 2. There is no indication of substantial parent/guardian or student
18 interest in and support for the VHCMS proposal. As noted above,
19 while there were many "supporters" present at the public hearing,
20 the facts make clear that the vast majority of those supporters
21 were parents and students from the associated charter school in
22 LAUSD, and their support does not indicate interest by
23 parents/guardians or students in attending the proposed VHCMS
24 within the District. Nor do the letters of support that were
25 mailed to the District, which also do not indicate that any of
26 the signers are parents/guardians with students who would likely
27 enroll at VHMCS. The Charter includes no parent signatures of
28 support or any other indicia of interest in and/or support for
29 VHCMS by actual potential students and their families, despite
30 the Charter's indications that the target student population is
31 within the District. The school is not viable without an
32 adequate student population to sustain it both fiscally and
33 educationally.
34

35 3. VHCMS is required to provide a description of facilities it
36 intends to use, which must specify where the school intends to
37 locate. (Ed. Code § 47605(g).) The only reference to facilities
38 in the VHCMS Charter is a statement that VHCMS plans to use a

1 facility within the District provided by the District through
2 Proposition 39 (Ed. Code § 47614), with an approximate location
3 for that facility. In order to obtain a facility from the
4 District for a charter school's use, however, the charter school
5 must submit a request for facilities to the District by November
6 1 of the year preceding the year for which facilities are being
7 sought. (Cal. Code Regs., Title 5 § 11969.9(b).) VHCMS did not
8 timely submit such an application, however, so VHCMS is not
9 entitled to use a District facility for the 2015-16 school year
10 pursuant to Proposition 39, of which fact VHCMS has been
11 notified. As such, the Charter's description of proposed
12 facilities is inadequate and unworkable.

13
14 4. The VHCMS budget is unbalanced and flawed as submitted. For
15 example, the projected startup budget ends with a negative
16 balance. Further, the budget assumes a \$550,000 PCSGP grant,
17 which grant the petitioner also referenced at the public hearing.
18 VHCMS is seeking a charter term of July 1, 2015-June 30, 2020.
19 However, a letter from the California Department of Education to
20 the lead petitioner dated October 14, 2014, specifically explains
21 that charter schools with a term commencing on or after July 1,
22 2015, are not eligible for PCSGP grants. Additionally, the
23 budget is premised on VHCMS obtaining a District facility
24 pursuant to Proposition 39, which would be significantly less
25 expensive than obtaining a commercial lease or purchasing
26 property, but VHCMS has not met the requirements to obtain such a
27 District facility. Also, as explained above, VHCMS has failed
28 entirely to budget for the costs of compliance with the IDEIA,
29 Section 504 and the ADA, all of which can be significant
30 expenses. Furthermore, the meaning of some of the budget
31 assumptions are unclear and there are references to incorrect
32 fiscal years, such as a variety of expenses for teaching staff
33 for the 2014-2015 school year, which is before VHCMS proposes to
34 operate.

35
36 C. THE PETITION DOES NOT CONTAIN THE NUMBER OF SIGNATURES REQUIRED BY
37 EDUCATION CODE SECTION 47605(a). [Education Code Section 47605(b)(3)]
38

1 The Charter Schools Act specifies that a charter may not be submitted
2 to a school district governing board unless and until the petition is
3 signed by a specified number of teachers or parents/guardians.
4 Further, the petition that is signed by such teachers or
5 parents/guardians must include a prominent statement that a signature
6 thereon "means that the parent or legal guardian is meaningfully
7 interested in having his or her child or ward attend the charter
8 school, or in the case of a teacher's signature, means that the teacher
9 is meaningfully interested in teaching at the charter school. The
10 proposed charter shall be attached to the petition." (Ed. Code
11 § 47605(a), emphasis added.) This signature requirement is a
12 prerequisite to submission of a charter for school board consideration
13 and action, evidently to establish that there is meaningful interest in
14 the particular charter being proposed from either the parent or teacher
15 community before a charter can be approved. A failure to comply with
16 this signature requirement is also a basis for denial of the particular
17 charter.
18

19 VHCMS submitted teacher signatures and no parent signatures in order to
20 meet this prerequisite to submittal of its Charter for District
21 Governing Board consideration. The Charter petition does not specify
22 how many teachers it anticipates needing in the first year of
23 operations, although the budget documents appear to assume eight
24 teachers in the first year, and VHCMS submitted nine teacher
25 signatures. The District's efforts to confirm the teaching credentials
26 held by the teachers who signed the document determined that no
27 credentials could be located for two of the names on the signature
28 page, and that a third signer had no authorization to teach English
29 Language Learners, despite indications in the Charter that all of the
30 teachers would be required to have EL authorization due to the
31 anticipated high EL student population. As such, these three persons
32 appear not to have the necessary minimum qualifications to teach at the
33 proposed VHCMS, therefore they cannot currently be "meaningfully"
34 interested in teaching at VHCMS.
35

36 As explained above, it has come to the District's attention subsequent
37 to its receipt of and the commencement of its processing of the VHCMS
38 Charter, that at least one other substantially identical charter was

1 submitted by Vista Charter Public Schools to the Inglewood Unified
2 School District at approximately the same time as the VHCMS Charter was
3 submitted to the District. The District does not know whether Vista
4 Charter Public Schools has submitted any additional charters to other
5 California school districts at this time. The District is aware,
6 however, that each and every one of the persons who signed the VHMCS
7 Charter also signed the Vista Centinela Charter Middle School petition
8 submitted to IUSD, and all of these signatures were gathered for both
9 petitions on the same date. Furthermore, according to the website for
10 the currently operating Vista Charter Middle School that Vista Charter
11 Public Schools operates within LAUSD, eight of the nine teachers who
12 signed these two charter petitions are currently employed as teachers
13 at that operating school. In fact, all of the current sixth grade
14 teachers and three of the four current seventh grade teachers, as well
15 as the only music teacher, from Vista Charter Middle School signed the
16 petition submitted to SAUSD and Inglewood Unified. While the District
17 does not know if the petitioner submitted other charters to other
18 school districts, it seems likely that if the petitioner did so, the
19 same teachers also signed those additional charters. Obviously, these
20 teachers cannot actually be meaningfully interested in teaching at
21 multiple charter schools around California at the same time. Nor does
22 it seem remotely reasonable or likely that these eight teachers who
23 currently teach at the operating Vista school in LAUSD are meaningfully
24 interested in leaving those employment positions to teach at the
25 proposed VHCMS. Neither the Charter itself nor any information
26 provided by the petitioners addressed this issue or explained how these
27 teachers could allegedly be meaningfully interested in teaching at
28 multiple schools. As such, the signatures of the same teachers on
29 multiple substantially identical charter petitions proposing to open at
30 the same time, particularly since they all already have teaching
31 positions with this petitioner, demonstrate that the teachers who
32 signed the VHCMS Charter School petition were not meaningfully
33 interested in teaching at this Charter School at the time the
34 signatures were gathered and submitted to the District.

35
36 Furthermore, the teacher signature page is noncompliant on its face.
37 As explained above, the Charter Schools Act specifically requires that
38 the teacher signature page include a "prominent statement" that a

1 teacher's signature thereon "means that the teacher is meaningfully
2 interested in teaching at the charter school." Additionally, the
3 charter itself is required to be attached to the signature page when
4 the signatures are gathered. The teacher signature page submitted with
5 the VHCMS Charter, however, does not include any statement regarding
6 the meaning of a signature thereon and also includes no indication that
7 the VHCMS Charter was attached at the time signatures were gathered.

8
9 For all of these reasons, the petitioners have failed to comply with
10 the minimum prerequisite for submitting a charter to the District
11 Governing Board for review of obtaining signatures that meet the
12 requirements of the Charter Schools Act.

13
14 D. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF
15 ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b)(5)]

16
17 1. DESCRIPTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL. [Ed. Code
18 §47605(b)(5)(A)(i)]

19
20 All of the above-described concerns regarding the unsoundness of
21 the educational program and the inadequacy of the Charter's
22 description thereof, including all issues related to the IDEIA,
23 Section 504, and the ADA, are hereby incorporated herein by this
24 reference.

25
26 2. MEASURABLE PUPIL OUTCOMES AND METHOD BY WHICH PUPIL PROGRESS IN
27 MEETING THOSE PUPIL OUTCOMES IS TO BE MEASURED. [Ed. Code
28 §47605(b)(5)(B) and (C)]

29
30 The Charter's description of Element 1 of the Charter (the
31 educational program) includes a table of the Eight State
32 Priorities and identifies VHCMS's annual goals, specific annual
33 actions, measurable outcomes, and method for measuring pupil
34 outcomes relative to the State Priorities. The Charter repeats
35 that table in its description of Elements 2 and 3 (measurable
36 pupil outcomes and method of measuring pupil progress in meeting
37 the outcomes). The two versions of this table included in the
38 Charter, however, are inconsistent with each other because the

1 description of VHCMS's proposed measurable outcomes and method
2 for measuring progress differs between the tables for a variety
3 of the State Priorities and VHCMS's annual goals and actions.
4 Thus, the Charter's required reasonably comprehensive description
5 of these three required elements is internally inconsistent,
6 lacks clarity and cannot be understood, nor could it be
7 determined whether VHCMS met these goals, actions, and outcomes
8 if it were to commence operations.
9

10 IV. That the terms of this Resolution are severable. Should it be determined
11 that one or more of the findings and/or the factual determinations supporting
12 the findings is invalid, the remaining findings and/or factual determinations
13 and the denial of the Charter shall remain in full force and effect. In this
14 regard, the District Board specifically finds that each factual
15 determination, in and of itself, is a sufficient basis for the finding it
16 supports, and each such finding, in and of itself, is a sufficient basis for
17 denial.
18

19 The foregoing resolution was considered, passed, and adopted by this Board
20 at its regular meeting of November 18, 2014.
21

22
23 By: _____
24 Audrey Yamagata-Noji, Ph.D.
25 President of the Board of Education
26 Santa Ana Unified School District

27 Attest:

28
29 _____
30 Rob Richardson
31 Clerk of the Board of Education
32 Santa Ana Unified School District
33
34
35
36
37

1 STATE OF CALIFORNIA)
2) ss
3 ORANGE COUNTY)
4
5

6 I, Rob Richardson, Clerk of the Board of Education, do hereby certify that the
7 foregoing is a true and correct copy of Resolution No. 14/15-3035, which was duly
8 adopted by the Board of Education of the Santa Ana Unified School District at a
9 meeting thereof held on the 18th day of November, 2014, and that it was so adopted
10 by the following vote:

11
12 AYES:
13 NOES:
14 ABSENT:
15 ABSTENTIONS:
16

17 By _____
18 Rob Richardson
19 Clerk of the Board of Education
20 Santa Ana Unified School District
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AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval of Payment of Advanced Placement Test Fees to College Board**

ITEM: **Action**

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

PREPARED BY: **Terri Verhaegen, Program Specialist, AP/AVID**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the payment of the Advanced Placement (AP) test fees to the College Board. Federal funds assist economically disadvantaged students with the costs of these exams. In addition, College Board provides a fee reduction per exam for students with financial need.

RATIONALE:

High schools will be administering approximately 5,727 AP tests in May 2014. College Board fee reductions and State and federal subsidies are available for economically disadvantaged students. The exact amounts has not yet been announced, but is estimated to be \$26.00 per test from College Board and \$45.00 per test under the California Department of Education (CDE) AP/International Baccalaureate Test Fee Program. The remaining cost per test (\$10.00) would be covered by sites and/or District. Once AP testing has occurred, the District will submit to the State for the total of all fee rebates and College Board for available discounts.

In order to streamline a potentially cumbersome process which would require students to pay fees and then return in the summer (which for many will be after graduation) to collect rebates, the District will establish an AP fee payment account in the amount of \$463,887.00. High schools will place the required \$10.00 student test fees in this account. The District will then pay for all AP fees and will submit a request for fee rebates from College Board and CDE will replace funds taken from the AP Test Fee program. The anticipated reimbursement from the State to the District will be \$257,715.00. The expected College Board discount will be \$148,902.00. The site's contribution will be \$57,270.00.

FUNDING:

General Funds: \$257,715.00

RECOMMENDATION:

Approve the payment of the Advanced Placement test fees to the College Board.

DM:TV:sz

AGENDA ITEM BACK-UP SHEET
November 18, 2014

Board Meeting

TITLE: **Authorization to Utilize Wiseburn School District Bid Package #2 Contract Awarded to KYA Services, LLC for Purchase of Synthetic Turf and Sports Flooring for SAUSD Sports Complex**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to utilize Wiseburn School District Bid Package #2 contract awarded to KYA Services, LLC for the purchase of synthetic turf and sports flooring for SAUSD Sports Complex. Legal counsel has reviewed and approved the use of this contract.

RATIONALE:

On May 22, 2014, the Wiseburn School District entered into a contract with KYA Services LLC, which grants local government agencies the ability to purchase synthetic turf and sports flooring for SAUSD sports Complex.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by KYA Services, LLC have been assessed to be fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to KYA Services, LLC.

FUNDING:

Capital Facilities: Not to Exceed \$2.7 million

RECOMMENDATION:

Authorize staff to utilize Wiseburn School District Bid Package #2 contract awarded to KYA Services, LLC for the purchase of synthetic turf and sports flooring for the SAUSD Sports Complex.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Authorization to Obtain Bids for New Construction of Alternative Education Facilities Under Overcrowding Relief Grant Program Utilizing an Alternative Delivery Method and Contingent on State School Facility Appropriation**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain bids for new construction of Alternative Education facilities at the former Grant Elementary site, under the Overcrowding Relief Grant (ORG) program. It is anticipated that the State Allocation Board will be awarding funds for projects on the unfunded approval list that can be under construction within 90 days.

RATIONALE:

It is anticipated that the State Allocation Board will approve Santa Ana Unified School District's request for ORG funding for new construction of Alternative Education facilities. At this time, we are requesting authorization to bid construction of the Alternative Education project utilizing an alternative delivery method. The bid will be issued to Board-approved construction management firms with language added to make the award of bids contingent upon state apportionment of funds.

FUNDING:

State School Facility Program: \$5 million to \$8 million to be determined
 (Contingent on state apportionment of funds)

RECOMMENDATION:

Authorize staff to obtain bids for new construction of Alternative Education facilities under Overcrowding Relief Grant Program utilizing an alternative delivery method.

AGENDA ITEM BACKUP SHEET

November 18, 2014

Board Meeting

TITLE: Authorization to Award a Contract for Low Voltage and Classroom Technology at Various Sites

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction
Jonathan Geiszler, Director, Purchasing & Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for low voltage and classroom technology at various sites.

RATIONALE:

At its October 14, 2014 meeting, the Board authorized staff to obtain bids for low voltage and classroom technology at various sites. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on October 28 and November 04, 2014. Eighteen contractors picked up plans. On November 13, 2014, bid day, staff received five bids. Digital Network Group, Inc. represents the lowest responsive bidder. This bid amount is within budget.

Contractors:	Bid Amounts*	Profit Percentage
Digital Networks Group, Inc.	\$105,200.00	8%
EKC Enterprises, Inc.	\$163,111.06	15%
Veteran's Communications Services, Inc	\$171,553.76	12%
Nexus IS	\$176,274.30	25%
Intercom Clock and Signal Service	\$192,400.00	15%

*Award of bid is based on a typical scenario.

FUNDING:

Fund 40 - Capital Outlay Project: Not to exceed \$3 million

RECOMMENDATION:

Authorize staff to award contracts to Digital Networks Group for low voltage and classroom technology at various sites pursuant to Bid #05-15.

JD:rb

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Acknowledgement of Receipt of Initial Bargaining Proposals to Re-open Collective Bargaining Agreements with Santa Ana Educators' Association and California School Employees Association, Chapter 41

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acknowledgement of receipt of the initial bargaining proposals to re-open the Collective Bargaining Agreements with the Santa Ana Educators' Association (SAEA) and the California School Employees Association, Chapter 41 (CSEA), in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the initial bargaining proposals must be acknowledged. Members of the public will be given an opportunity to address these initial proposals during the public hearing.

FUNDING:

Not Applicable

RECOMMENDATION:

Acknowledge receipt of the initial bargaining proposals to re-open the Collective Bargaining Agreements with the Santa Ana Educators' Association (SAEA) and the California School Employees Association, Chapter 41(CSEA).

Santa Ana Educators' Association (SAEA)
Initial Proposal
To
Santa Ana Unified School District (SAUSD)
2015 – 2016

SAEA proposes the following:

1. Article VII: Wages and Wage Provisions

- A. Provide a fair and reasonable salary increase based upon budget analysis.
- B. Adjust and modify language to increase factors, stipends, conference reimbursements and extra service assignments.

2. Article IX: Class Size

- A. Reduction of class size based on the District's K-12 enrollment data.

3. Article XV: Employee Benefits

- A. Provide a fair and reasonable adjustment to employee and retiree tenthly contributions based upon budget analysis.

4. Article XXVI: Special Services

- A. Adjust and modify language that define caps for caseloads.
- B. Adjust and modify language that define caps for class sizes.
- C. Create language regarding a Special Education Teacher's workload (i.e. teacher's responsibilities based on the severity of their student's needs).
- D. Reduction of caseloads for Nurses.
- E. Full time instructional assistants for mild/moderate special education teachers.

Initial Proposal of
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And it's Santa Ana Chapter 41
Re-Openers 2015-2016
September 30, 2014

Article 3.4 **COMPENSATORY TIME**

CSEA has an interest the elimination of compensatory time.

Article 4 **WAGES AND WAGE PROVISIONS**

CSEA has an interest in providing a wage increase for all classified employees.

Article 11 **EMPLOYEE BENEFITS**

CSEA has an interest in increasing the district maximum contribution amounts to ensure that unit members experience no additional out-of-pocket costs.

Article 19 **HEAD START/STATE PRESCHOOL**

CSEA has an interest in clarifying overtime pay, probationary period and evaluations.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Authorization to File Mandated Cost Reimbursement Test Claim for State Testing Requirements**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to file a mandated cost reimbursement test claim with the Commission on State Mandates (CSM) for expenses incurred for the state-mandated assessment, California Assessment of Student Performance and Progress (CAASPP).

RATIONALE:

Pursuant to Government Code section 17551, local government entities may file a test claim with the CSM, which will review the test claim, solicit input, and adopt parameters and guidelines consistent with the statement of decision. The parameters and guidelines identify reimbursable activities and provide that claimants are allowed to claim and be reimbursed only for increased costs related to the reimbursable activities identified. Unless otherwise noted, the parameters and guidelines and various Government Code provisions require claimants to claim actual costs.

The state of California has adopted the CAASPP, formerly called the Smarter Balanced Assessment, as its standardized assessment tool to measure student achievement. This assessment is computer-adapted and requires districts to test students on electronic devices as well as administer and submit the test in an online environment.

To date, Santa Ana Unified has spent \$8,705,000 to prepare for the new mandated state testing: 1) \$1,840,000 for bandwidth improvements; 2) \$6,609,000 for devices; and 3) \$256,000 for accessories and supplies. We anticipate this number to increase significantly prior to full implementation of the test, and there will be ongoing costs to maintain and upgrade the devices and network over time as they age and technology evolves.

These costs represent a significant ongoing pressure on the General Fund, particularly in light of the other costs that are recently being shouldered by local educational agencies, such as pension funding, increased sick leave benefits, and increased health and welfare benefits brought on by the Affordable Care Act.

FUNDING:

This item requires no funding allocation; however, this could have significant ramifications to the District's fiscal condition over time as the costs to maintain our technology network and infrastructure grow.

RECOMMENDATION:

Authorize staff to file a mandated cost reimbursement test claim with the CSM for expenses incurred for the state-mandated assessment, CAASPP.

SP:mm

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Authorization to Award Contract for After-School Enrichment Program Provider Services**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for after-school enrichment program provider services.

The California Department of Education After School Education and Safety Program (ASES) and the 21st Century Learning Centers Grant fund the establishment of local before and after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through eighth grades. The after-school program provides an opportunity to merge school reform strategies with community resources. The goal is to support local efforts to improve assistance to students and broaden the base of support for education in a safe, constructive environment. The program creates incentives for establishing locally driven after-school education an enrichment programs.

RATIONALE:

At its October 28, 2014 meeting, the Board authorized staff to obtain Requests for Proposal (RFP) for after-school enrichment program provider services. The RFP was advertised, as legally required, in the *Orange County Register*. Three (3) submitters attended the mandatory submitters meeting and received bid documentation, one (1) submitter responded to the RFP. It is the recommendation of the staff to award RFP No. 06-15 to Boys and Girls Club of Santa Ana. Vendor selection is in compliance with Board Policy.

RFP Reviewer Scoring:

Reviewer	Review Score
Jeanne Awrey, OCDE	75/100
Dareen Abdrabou, OCDE	68/100
Charlotte DeSchenes, Knowledge Universe	80/100
Michelle Rodriguez	76/100
Roxanna Owings	76/100

Additional details to the two areas of the RFP, program design, and general budget information were requested from Boys and Girls Club of Santa Ana to supplement the submitted proposal.

FUNDING:

ASES and 21st Century grants.

RECOMMENDATION:

Authorize staff to award a contract to Boys and Girls Club of Santa Ana for after-school enrichment program provider services, pursuant to RFP No. 06-15 for the period of January 5, 2015 through June 30, 2015.

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Public Employee Agreements of Deputy Superintendent, Operations, CBO; Deputy Superintendent, Educational Services; Associate Superintendent, Human Resources; Assistant Superintendent, Support Services; Assistant Superintendent, Facilities and Governmental Relations; Assistant Superintendent, Secondary Education; and Assistant Superintendent, Elementary Education**

ITEM: **Action**
SUBMITTED BY: **Rick Miller, Ph.D., Superintendent**
PREPARED BY: **Rick Miller, Ph.D., Superintendent**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreements of the Deputy Superintendent, Operations, CBO; Deputy Superintendent, Educational Services; Associate Superintendent, Human Resources; Assistant Superintendent, Support Services; Assistant Superintendent, Facilities and Governmental Relations; Assistant Superintendent, Secondary Education; and Assistant Superintendent, Elementary Education in support of aligning the resources and needs of Educational Services, to June 30, 2018 (Agenda Item numbers: 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, and 11.7).

RATIONALE:

The Board must approve public employment agreements at a Regular Board Meeting, copies of which shall be provided. The terms of contracts only changes the duration of contracts.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of Public Employee Agreements of Deputy Superintendent, Operations, CBO; Deputy Superintendent, Educational Services; Associate Superintendent, Human Resources; Assistant Superintendent, Support Services; Assistant Superintendent, Facilities and Governmental Relations; Assistant Superintendent, Secondary Education; and Assistant Superintendent, Elementary Education, to June 30, 2018.

RM:rr

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Deputy Superintendent, Operations, CBO Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Dr. Stefanie P. Phillips, Deputy Superintendent, Operations, CBO, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Dr. Stefanie P. Phillips at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Dr. Stefanie P. Phillips, Deputy Superintendent, Operations, CBO, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 26th day of March, 2013, the BOARD OF EDUCATION of the Santa Ana Unified School District approved an initial Contract for Employment for DR. STEFANIE PHILLIPS, ED.D., as DEPUTY SUPERINTENDENT, OPERATIONS, AND CHIEF BUSINESS OFFICIAL (“DEPUTY SUPERINTENDENT”); and

WHEREAS, the initial Contract of Employment was for a term of March 18, 2013, to and including June 30, 2015; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Dr. Phillips shall satisfactorily perform duties pertaining to the position of DEPUTY SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay DEPUTY SUPERINTENDENT an annual salary in the amount of \$201,793 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the classified payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the DEPUTY SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA).

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The DEPUTY SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the DEPUTY SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, DEPUTY SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the DEPUTY SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. DEPUTY SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, DEPUTY SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the DEPUTY SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the

DEPUTY SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the DEPUTY SUPERINTENDENT shall be annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The DEPUTY SUPERINTENDENT shall be eligible for paid District medical, dental, vision, and life insurance for herself, her spouse, and dependents, as provided to other Cabinet members. In the event the DEPUTY SUPERINTENDENT elects not to participate in the District medical, dental, and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This option may continue in retirement through age 65. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the California Public Employees Retirement System (CALPERS), the DEPUTY SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense and, notwithstanding AR 4317.15, until the DEPUTY SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment, at its sole discretion, upon 90 days' written notice to the DEPUTY SUPERINTENDENT. If the DEPUTY SUPERINTENDENT's employment

is terminated pursuant to this subsection, and the DEPUTY SUPERINTENDENT is not in breach of this Contract of Employment, the DEPUTY SUPERINTENDENT may receive an amount not to exceed the monthly salary of the DEPUTY SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment, or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of DEPUTY SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until DEPUTY SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION, from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which DEPUTY SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with DEPUTY SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state, or federal law (including, but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any classified employee. For purposes of this Contract of

Employment, “cause” includes any material breach of this Contract of Employment, any failure of the DEPUTY SUPERINTENDENT to perform the duties prescribed for the DEPUTY SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Administrative Regulation 4218. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the DEPUTY SUPERINTENDENT by the Superintendent. The DEPUTY SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the DEPUTY SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The DEPUTY SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the DEPUTY SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the DEPUTY SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the DEPUTY SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the DEPUTY SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The DEPUTY SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the DEPUTY SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge, or

grievance described in paragraph 13 above. In furtherance of this intention, the DEPUTY SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board’s determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the DEPUTY SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the DEPUTY SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces

all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under, all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____ BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D.
PRESIDENT OF THE BOARD

Dated: _____
By: _____
STEFANIE PHILLIPS, ED.D.
DEPUTY SUPERINTENDENT,
OPERATIONS, AND CHIEF BUSINESS
OFFICIAL

Dated: _____
By: _____
RICHARD L. MILLER, PH.D.
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Deputy Superintendent, Educational Services Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Dr. David Haglund, Deputy Superintendent, Educational Services, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Dr. David Haglund at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Dr. David Haglund, Deputy Superintendent, Educational Services, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 11th day of December, 2013, the BOARD OF EDUCATION of the Santa Ana Unified School District appointed an initial Contract for Employment for DR. DAVID HAGLUND, ED.D., as DEPUTY SUPERINTENDENT, EDUCATIONAL SERVICES (“DEPUTY SUPERINTENDENT”); and

WHEREAS, the initial Contract of Employment was for a term of December 11, 2013, to and including June 30, 2016; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Dr. Haglund shall satisfactorily perform duties pertaining to the position of DEPUTY SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay DEPUTY SUPERINTENDENT an annual salary in the amount of \$201,793 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the DEPUTY SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA).

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the DEPUTY SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The DEPUTY SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the DEPUTY SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, DEPUTY SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the DEPUTY SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. DEPUTY SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, DEPUTY SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the DEPUTY SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the

DEPUTY SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the DEPUTY SUPERINTENDENT shall be annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The DEPUTY SUPERINTENDENT shall be eligible for paid District medical, dental, vision, and life insurance for herself, her spouse, and dependents, as provided to other Cabinet members. In the event the DEPUTY SUPERINTENDENT elects not to participate in the District medical, dental, and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This option may continue in retirement through age 65. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the California State Teachers Retirement System (CALSTRS), the DEPUTY SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense and, notwithstanding AR 4317.15, until the DEPUTY SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment, at its sole discretion, upon 90 days' written notice to the DEPUTY SUPERINTENDENT. If the DEPUTY SUPERINTENDENT's employment

is terminated pursuant to this subsection, and the DEPUTY SUPERINTENDENT is not in breach of this Contract of Employment, the DEPUTY SUPERINTENDENT may receive an amount not to exceed the monthly salary of the DEPUTY SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment, or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of DEPUTY SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until DEPUTY SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION, from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which DEPUTY SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with DEPUTY SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state, or federal law (including, but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of

Employment, “cause” includes any material breach of this Contract of Employment, any failure of the DEPUTY SUPERINTENDENT to perform the duties prescribed for the DEPUTY SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the DEPUTY SUPERINTENDENT by the Superintendent. The DEPUTY SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the DEPUTY SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The DEPUTY SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the DEPUTY SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the DEPUTY SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the DEPUTY SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the DEPUTY SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The DEPUTY SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the DEPUTY SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge, or

grievance described in paragraph 13 above. In furtherance of this intention, the DEPUTY SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board’s determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the DEPUTY SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the DEPUTY SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces

all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under, all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____ BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____
By: _____
DAVID HAGLUND, ED.D.
DEPUTY SUPERINTENDENT,
EDUCATIONAL SERVICES

Dated: _____
By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Associate Superintendent, Human Resources Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Mark A. McKinney, Associate Superintendent, Human Resources, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Mark A. McKinney at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Mark A. McKinney, Associate Superintendent, Human Resources, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 11th day of June, 2013, the BOARD of EDUCATION of the Santa Ana Unified School District approved a contract for MARK A. MCKINNEY, as ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES ("ASSOCIATE SUPERINTENDENT"); and

WHEREAS, the Contract of Employment was for a term of June 24, 2013, to and including June 30, 2015; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the Board of Education may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Mr. McKinney shall satisfactorily perform duties pertaining to the position of ASSOCIATE SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSOCIATE SUPERINTENDENT an annual salary in the amount of \$195,854 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in the Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSOCIATE SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSOCIATE SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSOCIATE SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSOCIATE SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on his days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, ASSOCIATE SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSOCIATE SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSOCIATE SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, he shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSOCIATE SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSOCIATE SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSOCIATE SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSOCIATE SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSOCIATE SUPERINTENDENT shall be annually evaluated during the term of this Contract of Employment. The evaluation shall be completed on or about July 30.

11. The ASSOCIATE SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for himself and his spouse, as provided other Cabinet members. In the event the ASSOCIATE SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for himself and his spouse, he may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which he is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teachers' Retirement System (STRS) or the California Public Employees' Retirement System (CalPERS), the ASSOCIATE SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSOCIATE SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSOCIATE SUPERINTENDENT. If the ASSOCIATE SUPERINTENDENT is not in breach of this Contract of Employment at the time of such termination, the ASSOCIATE SUPERINTENDENT may not receive an amount greater than the monthly salary of the ASSOCIATE SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSOCIATE SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract

of Employment, up to a maximum of 12 months, or until ASSOCIATE SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the Santa Ana Unified School District, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSOCIATE SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSOCIATE SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSOCIATE SUPERINTENDENT to perform the duties prescribed for the ASSOCIATE SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSOCIATE SUPERINTENDENT by the Superintendent. The ASSOCIATE SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSOCIATE SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and

the Superintendent. The ASSOCIATE SUPERINTENDENT shall have the right, at his own expense, to have a representative of his choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSOCIATE SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSOCIATE SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSOCIATE SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSOCIATE SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSOCIATE SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSOCIATE SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSOCIATE SUPERINTENDENT expressly waives any and all rights and benefits conferred upon him by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSOCIATE SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSOCIATE SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____

BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____

By: _____
MARK A. MCKINNEY
ASSOCIATE SUPERINTENDENT,
HUMAN RESOURCES

Dated: _____

By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Assistant Superintendent, Support Services Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Doreen Lohnes, Assistant Superintendent, Support Services, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Doreen Lohnes at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Doreen Lohnes, Assistant Superintendent, Support Services, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 26th day of June, 2012, the BOARD of EDUCATION of the Santa Ana Unified School District approved a successor contract for DOREEN M. LOHNES, as ASSISTANT SUPERINTENDENT, SUPPORT SERVICES (“ASSISTANT SUPERINTENDENT”); and

WHEREAS, the Contract of Employment was for a term of July 1, 2012, to and including June 30, 2014; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the Board of Education may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Ms. Lohnes shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in the Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT’s membership dues in the Association of California School Administrators (ACSA), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the term of this Contract of Employment. The evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for herself and her spouse, as provided other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Provided the ASSISTANT SUPERINTENDENT remains employed through June 30, 2014, upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teachers' Retirement System (STRS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70th birthday. Once her entitlement to District-paid benefits expires, and for a period not to exceed ten years from the effective date of retirement from the District, the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at the ASSISTANT SUPERINTENDENT's sole expense and at the same rates applicable to then-current certificated employees of the District for the specific type of coverage (e.g., HMO, PPO, POS, employee only, employee and spouse, etc.) selected by the ASSISTANT SUPERINTENDENT. For example, if the ASSISTANT SUPERINTENDENT retires at the age of 70, she would not be entitled to District-paid benefits, but would be able to purchase benefits for a period of 10 years at the cost for that specific type of coverage (e.g., HMO, PPO, POS,

employee only, employee and spouse, etc.); if the ASSISTANT SUPERINTENDENT retires at the age of 69, she would be entitled to 1 year of District-paid benefits and thereafter to purchase benefits through age 79.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment at the time of such termination, the ASSISTANT SUPERINTENDENT may not receive an amount greater than the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the Santa Ana Unified School District, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, “cause” includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the ASSISTANT SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be

effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board’s determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or

oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____ BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____
By: _____
DOREEN M. LOHNES
ASSISTANT SUPERINTENDENT
SUPPORT SERVICES

Dated: _____
By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Assistant Superintendent, Facilities and Governmental Relations Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Joe Dixon at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 11th day of September, 2012, the BOARD OF EDUCATION of the Santa Ana Unified School District approved a successor Contract for Employment for DALE "JOE" DIXON, as ASSISTANT SUPERINTENDENT, FACILITIES AND GOVERNMENTAL RELATIONS ("ASSISTANT SUPERINTENDENT"); and

WHEREAS, the Contract of Employment was for a term of September 11, 2012, to and including June 30, 2015; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Mr. Dixon shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year, which includes a \$6,000 travel and expense allowance, and which is in addition to the provisions outlined in paragraph 9 of the contract regarding use of a District vehicle. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), the California Association of School Business Officials (CASBO), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on his days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, he shall be entitled to compensation for any unused, earned and accrued vacation at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

In addition, the ASSISTANT SUPERINTENDENT shall be permitted to utilize a District vehicle(s) during the course of this Contract of Employment. The ASSISTANT SUPERINTENDENT's use of District vehicle(s) shall be solely in furtherance of District business and related purposes only. The ASSISTANT

SUPERINTENDENT affirms, by entering into this Contract of Employment, he is appropriately licensed and insured, as required by law and Santa Ana Unified School District policy, to operate a District vehicle, and he shall not operate any District vehicle for which he is not so licensed and insured. This paragraph does not entitle the ASSISTANT SUPERINTENDENT to any compensation or allowance beyond what is provided for elsewhere in this Contract of Employment.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for himself and his spouse, as provided to other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for himself and his spouse, he may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which he is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Provided the ASSISTANT SUPERINTENDENT remains employed through June 30, 2014, upon termination or expiration of this Contract of

Employment concurrently with retirement under the State Teachers' Retirement System (STRS) or the California Public Employees' Retirement System (CalPERS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT's employment is terminated pursuant to this subsection, and the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment, the ASSISTANT SUPERINTENDENT may receive an amount not to exceed the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or

federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, “cause” includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at his own expense, to have a representative of his choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION’s decision with respect to the ASSISTANT SUPERINTENDENT’s termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT’s employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT

SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon him by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of his office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be

deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____

BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____

AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____

By: _____

DALE "JOE" DIXON

ASSISTANT SUPERINTENDENT
FACILITIES & GOVERNMENTAL
RELATIONS

Dated: _____

By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Assistant Superintendent, Secondary Education Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Dawn Miller, Assistant Superintendent, Secondary Education, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Dawn Miller at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Dawn Miller, Assistant Superintendent, Secondary Education, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 12th day of February, 2013, the BOARD of EDUCATION of the Santa Ana Unified School District approved a contract for DAWN MILLER, as ASSISTANT SUPERINTENDENT, SECONDARY EDUCATION (“ASSISTANT SUPERINTENDENT”); and

WHEREAS, the Contract of Employment was for a term of July 1, 2013, to and including June 30, 2015; and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30,2018. Subject to continuous satisfactory performance, the Board of Education may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Ms. Miller shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in the Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT’s membership dues in the Association of California School Administrators (ACSA), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the term of this Contract of Employment. The evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for herself and her spouse, as provided other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teachers' Retirement System (STRS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment at the time of such termination, the ASSISTANT SUPERINTENDENT may not receive an amount greater than the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract

of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the Santa Ana Unified School District, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and

the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSISTANT SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____

BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____

By: _____
DAWN MILLER
ASSISTANT SUPERINTENDENT
SECONDARY EDUCATION

Dated: _____

By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

Date of Board of Education approval in open session: _____

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: **Approval to Extend Assistant Superintendent, Elementary Education Employment Agreement**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to extend the employment agreement of Dr. Michelle Rodriguez, Assistant Superintendent, Elementary Education, to June 30, 2018.

RATIONALE:

The Board must approve the employment agreement between the District and Dr. Michelle Rodriguez at a Regular Board Meeting, a copy of which shall be provided. Terms of contract only change of duration of contract.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the extension of the employment agreement of Dr. Michelle Rodriguez, Assistant Superintendent, Elementary Education, to June 30, 2018.

CONTRACT OF EMPLOYMENT

WHEREAS, on the 28th day of May, 2013, the BOARD of EDUCATION of the Santa Ana Unified School District approved a contract for DR. MICHELLE RODRIGUEZ, ED.D., as CHIEF ACADEMIC OFFICER; and

WHEREAS, the Contract of Employment was for a term of May 29, 2013, to and including June 30, 2015; and

WHEREAS, the BOARD OF EDUCATION changed the title of Dr. Rodriguez's position to "ASSISTANT SUPERINTENDENT, ELEMENTARY EDUCATION" ("ASSISTANT SUPERINTENDENT"); and

WHEREAS, the parties wish to agree to a new Contract of Employment which will replace and supersede the previously mentioned agreement.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the Board of Education may extend the term of this Contract of Employment an additional year.

2. During the term of employment, Dr. Rodriguez shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year, which includes a \$6,000 travel and expense allowance. Monthly installments shall be payable according to the certificated payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in the Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on her days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, she shall be entitled to compensation for any unused, earned and accrued vacation, at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the term of this Contract of Employment. The evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision and life insurance for herself and her spouse, as provided other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental and vision benefit plans for herself and her spouse, she may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental and vision plans offered for which she is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teachers' Retirement System (STRS) or the California Public Employees' Retirement System (CalPERS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70th birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment at the time of such termination, the ASSISTANT SUPERINTENDENT may not receive an amount greater than the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may not exceed the number of months remaining on the unexpired term of this Contract

of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the Santa Ana Unified School District, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any certificated employee. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Education Code section 44932. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and

the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at her own expense, to have a representative of her choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSISTANT SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon her by the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of her office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.

Dated: _____

BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT – Page 7
Assistant Superintendent, Elementary Education

By: _____
AUDREY M. YAMAGATA-NOJI, PH.D
PRESIDENT OF THE BOARD

Dated: _____

By: _____
MICHELLE RODRIGUEZ, ED.D.
ASSISTANT SUPERINTENDENT,
ELEMENTARY EDUCATION

Dated: _____

By: _____
RICHARD L. MILLER, PH.D
SUPERINTENDENT

AGENDA ITEM BACKUP SHEET
November 18, 2014

Board Meeting

TITLE: Board Policy (BP) 5030 – Student Wellness
(Revised: First Reading)

ITEM: Action

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised first read Board Policy 5030 – Student Wellness.

RATIONALE:

The wellness policy requirement was established by the Child Nutrition And WIC Reauthorization Act of 2004 and further strengthened by the Healthy, Hunger-Free Act of 2010 (HHFKA). It requires each LEA participating in the National School Lunch program and/or School Breakfast Program to develop a wellness policy.

Of February 26, 2014, USDA Food and Nutrition Service proposed regulations to create a framework and guidelines for written wellness policies established by LEAs. The Student Wellness Board Policy 5030 is up for revision and must include at a minimum:

- Specific goals for nutrition promotion, nutrition education, physical activity and other school-based activities that promote student wellness
- Nutrition guidelines for all foods and beverages available on the school campus during the school day that are consistent with Federal regulations for: school meal nutrition standards, and the *Smart Snacks in School* nutrition standards
- Policies for Food and Beverage Marketing that allow marketing and advertising of only foods and beverages that meet the *Smart Snacks in School* nutrition standards

With the current emphasis on health-related fitness and nutrition, it is vitally important that District policies are aligned with all state and Federal mandates governing wellness.

FUNDING:

Not Applicable

RECOMMENDATION:

Revised for first reading Board Policy 5030 – Student Wellness.

DM:RO:sz

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 5030(a)

Students

Student Wellness

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for District students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement. (cf. 3513.3 - Tobacco-Free Schools) (cf. 3514 - Environmental Safety) (cf. 5131.6 - Alcohol and Other Drugs) ~~(cf. 5131.62 - Tobacco)~~ ~~(cf. 5131.63 - Steroids)~~ (cf. 5141 - Health Care and Emergencies) (cf. 5141.23 - Infectious Disease Prevention) (cf. 5141.3 - Health Examinations) (cf. 5141.31 - Immunizations) (cf. 5141.32 - Health Screening for School Entry) (cf. 5141.6 - Student Health and Social Services) ~~(cf. 5142 - Safety)~~ ~~(cf. 5146 - Married/Pregnant/Parenting Students)~~ (cf. 6164.2 - Guidance/Counseling Services)

Through this Wellness Policy:

- ***All students will have the opportunity to consume healthy food and beverages and receive quality physical education in schools.***
- ***Every school shall be safe, clean, and a healthy place for children and employees to learn and work, with a climate that nurtures learning, achievement, and growth of character.***
- ***All students shall be taught the essential knowledge and skills they need to become “healthy literate”, that is, to make health-enhancing choices and avoid behavior that can damage their health and well-being.***
- ***Each school shall be organized to reinforce students’ adoption of health-enhancing behaviors, and school personnel shall be encouraged to model healthy lifestyles.***
- ***School leaders shall encourage that nutrition, health services, and social agencies, that children need in order to learn, are provided at school sites and in partnership with parent and community agencies.***

School Health Council/Committee

~~The Board’s policy related to student wellness shall be developed with the involvement of parents/guardians, students, school food service professionals, school administrators, Board representatives, and members of the public. (42 USC 1751 Note)~~

The Superintendent or designee shall encourage parents/guardians, students, food service

employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the District's student wellness policy. (42 USC 1758b)

The Superintendent or designee **shall** ~~may~~ appoint a school health council or other committee consisting of representatives of the above groups. The council or committee **will** ~~may~~ also include district administrators, ~~health professionals, school nurses,~~ health educators, physical education teachers, counselors, **after-school program coordinators, local agencies and**/or others interested in school health issues. (cf. 1220 - Citizen Advisory Committees) (cf. 9140 - Board Representatives).

~~The school health council or committee shall assist with policy development and advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the council's charges may include planning and implementing activities to promote health within the school or community.~~

The school health council/committee shall advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the council/committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Health and Nutrition Education and Physical Activity Goals

The Board believes that health education is essential to student performance and academic success. The District shall provide a planned sequential health education curriculum for students in grades K-12 that is research based and age appropriate. The content of health instruction shall be offered in accordance with law, Board Policy, fiscal constraints and administrative regulation and health framework for California Public Schools Kindergarten through Grade Twelve.

~~The Board shall adopt goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness in a manner that the district determines appropriate. (42 USC 1751 Note)~~

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle. ~~(cf. 6010-Goals and Objectives) (cf. 6011-Academic Standards) (cf. 6143-Courses of Study)~~ **(cf. 6142.7 Physical Education and Activity) (cf. 6143 Course of Study)**

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral

health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular education program, before-and after-school programs, summer learning programs, and school gardens. (cf. 6177-Summer Learning Programs)

~~Nutrition education shall be provided as part of the health education program in grades K-12 and, as appropriate, shall be integrated into core academic subjects and offered through before and after school programs.~~

The Board intends for health education to be part of a comprehensive district program to promote the health and well-being of students and staff. Instruction in health-related topics shall be supported by physical education, health services, nutrition services, psychological services, and within a safe and healthy school environment.

BP-5030(b)

Physical Education and Physical Activity

All students in grades K-12 shall be provided opportunities to be physically active on a **daily** ~~regular~~ basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before- and after-school programs, and other structured and unstructured activities. ***Physical activity breaks help students to achieve the recommended target of 60 minutes a day of physical activity to promote health and help prevent obesity.*** (cf. 6142.7 - Physical Education) (cf. 6145 - Extracurricular and Co-curricular Activities) (cf. 6145.2 - Athletic Competition)

The Physical Education program shall be an essential element of each school's instructional program. The program shall provide the opportunity for all students, regardless of ability, to develop the skills, knowledge, and attitudes necessary to participate in a lifetime of healthy physical activity, as outlined in the Physical Education Model Content Standards for California Public Schools Kindergarten through Grade Twelve and the Physical Education Framework for California Public Schools Kindergarten through Grade Twelve.

The Board may enter into a joint use agreement or memorandum of understanding to make District facilities or grounds available for recreational or sport activities outside of the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

~~The Superintendent or designee shall encourage staff to serve as positive role models. He/she shall promote and may provide opportunities for regular physical activity among employees.~~

~~Professional development shall include instructional strategies that assess health knowledge and skills and promote healthy behaviors. (cf. 4131 Staff Development) (cf. 4331 Staff Development)~~

Health and Nutrition Promotion

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information to parents/guardians through District or school newsletters, handouts, parent/guardian meetings, the District or school web site, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance. ~~(cf. 1113 District and School Web Sites)~~ (cf. 6020 - Parent Involvement)

To reinforce the District's nutrition education program, the Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, and advertisements in school publications, coupon or incentive programs, free giveaways, or other means.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's food service program, should support the health curriculum and promote optimal health. Nutritional standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutritional standards

~~The Board shall encourage the marketing and advertising of nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, or other means. (cf. 1325 Advertising and Promotion)~~

Nutrition Guidelines for Foods Available at School

The Board shall adopt nutrition guidelines selected by the District for all foods available on each campus during the school day, with the objectives of promoting student health and reducing childhood obesity. ~~(42 USC 1751 Note)~~

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the District may sponsor a summer meal program. (cf. 3550 Food Service/Child Nutritional Program)

The District shall strive to strengthen its outreach to students and their families to ensure that

all eligible students are enrolled in free/reduced meal program. The District shall ensure that all students have access to nutrition, school nutritious school lunches throughout the school year and via summer meal program. The District shall also ensure that all students have access to nutritious school breakfast and after school snacks.

~~The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for all foods and beverages sold to students, including foods and beverages provided through the district's food service program, student stores, vending machines, fund raisers, or other venues, shall meet or exceed state and federal nutrition standards. (cf. 3312 - Contracts) (cf. 3550 - Food Service/Child Nutrition Program) (cf. 3554 - Other Food Sales)~~

The Superintendent or designee shall provide access to free, portable water during meal times in the food service area in accordance with Education Code 38086 and 42 UDC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and serving water in an appealing manner.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fund raising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior. (cf. 1230 - School-Connected Organizations)

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties and by limiting foods or beverages per party. Class parties or celebrations shall be held after the lunch period when possible.

BP-5030(e)

Guidelines for Reimbursable Meals

Foods and beverages provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC 1758(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools. (42 USC 1751 Note)

Meal Service & Time

The District recognizes that students need adequate time to purchase a meal, eat their meal without rushing, and to clean up after themselves. The District shall provide adequate facilities for students to consume their meals, as well as adult supervision during meal time.

The Board recognizes that each student needs a nutritious breakfast in order to be healthy, active, and ready to learn. Therefore, increased participation in the School Breakfast Program shall be promoted and supported.

Healthy and Safe School Environment

The Board recognizes that students and staff have the right to a safe and secure campus where they are free from environmental, physical and psychological harm. The Board shall identify and address potential risks to health and the environment and shall ensure that environmental resources are used in a responsible manner. In addition, the Board is fully committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior and respect for others.

Social and Emotional

Each school must provide a learning environment for students, teachers and staff that is safe, orderly, caring, respectful, and equitable and will incorporate social and emotional learning into the curriculum for each grade level.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition. (cf. 5145.4-Anti-Bullying)

Staff Wellness

The Board recognizes the powerful influences that District staff and other adults have on the health and well-being of students; to that end, the Board encourages staff to take every opportunity to model health and wellness for students. Further, the Board also encourages the participation of parents and other community members in promoting the health and wellness of students. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activities among employees.

Professional Development

Professional development shall be regularly offered to physical education teachers, coaches, activity supervisors, food service staff, and other staff as appropriate to enhance their knowledge and skills.

Professional development shall include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

Tobacco Free Campuses

The Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff.

The Board prohibits the use of tobacco products at any time in district owned or leased buildings, on district property and in district vehicles. (Health Code 104440; Labor Code 6404.5). This prohibition applies to all employees, students, and visitors at any instructional program, activity or athletic event.

Program Implementation and Evaluation

The Board shall establish a plan for measuring implementation of the policy. The Superintendent shall designate at least one person within the district and at each school who is charged with operational responsibility for ensuring that the school sites implement the district's wellness policy. (42 USC 1751 Note) (cf. 0500 - Accountability)

~~The Superintendent or designee shall recommend for Board approval specific quality indicators that will be used to measure the implementation of the policy districtwide and at each district school. These measures shall include, but not be limited to, an analysis of the nutritional content of meals served; student participation rates in school meal programs; any sales of non-nutritious foods and beverages in fund raisers or other venues outside the district's meal programs; and feedback from food service personnel, school administrators, the school health council, parents/guardians, students, and other appropriate persons.~~

The assessment shall include the extent to which District schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the District activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the District's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements

2. An analysis of the nutritional content of school meals and snacks served in all District programs, based on a sample of menus and production records

3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program

4. Extent to which foods sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutritional standards

5. Results of the state's physical fitness test at applicable grade levels

6. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity.

7. A description of District efforts to provide additional opportunities for physical activity outside of the physical education program.

8. A description of other Districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate.

The Superintendent or designee shall invite feedback on District and school wellness activities from food service personnel, school administrators, the school health council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of District data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the content and implementation of this policy and assessment results. (42 USC 1758b)

In addition, the assessment results shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments

as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

The Superintendent or designee shall report to the Board at least every two years on the implementation and success of this policy and any other Board policies related to nutrition and physical activity.

Posting Requirements

Each school shall post the District's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Each school shall also post a summary of nutrition and physical activity laws and regulations prepared by the California Department of Education.

BP-5030(d)

Legal Reference:

EDUCATION CODE

33350-33354	<i>CDE responsibilities re: physical education</i>
49430-49434	Pupil Nutrition, Health, and Achievement
Act of 2001	
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49561	Meals for needy students
49565-49565.8	California Fresh Start pilot program
49570	National School Lunch Act
51210	<i>Course of study, grades 1-6</i>
51220	<i>Course of study, grades 7-12</i>
51222	Physical education
51223	Physical education, elementary schools
51795-51796.5	<i>School instructional gardens</i>
51880-51921	<i>Comprehensive health education</i>

CODE OF REGULATIONS, TITLE 5

15500-15501	Food sales by student organizations
15510	Mandatory meals for needy students

15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs
<u>UNITED STATES CODE, TITLE 42</u>	
1751-1769	National School Lunch Program, especially:
1758b	Local wellness policy
1771-1791	Child Nutrition Act, especially:
1773	School Breakfast Program
1779	Rules and regulations, Child Nutrition Act
<u>CODE OF FEDERAL REGULATIONS, TITLE 7</u>	
210.1-210.31	National School Lunch Program
220.1-220.23	National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Adopted: 8/06

AGENDA ITEM BACKUP SHEET
November 18, 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