

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, December 09, 2014
6:00 p.m.**

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



José Alfredo Hernández, J.D.

Rob Richardson

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

John Palacio

Valerie Amezcua

Cecilia "Ceci" Iglesias

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

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

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

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

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

Televised Meeting Schedule

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

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

BOARD OF EDUCATION
REGULAR MEETING

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

TUESDAY
DECEMBER 09, 2014
6:00 PM

AGENDA

CALL TO ORDER

5:00 P.M. RECESS TO CLOSED SESSION

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

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

STUDENT EXPULSIONS AND DISCIPLINE ISSUES

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

PUBLIC EMPLOYEE APPOINTMENT – Elementary Assistant Principal; Intermediate Assistant Principal; Early Learning Specialist; Manager of Custodial Services; Manager of Food Services

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

CONFERENCE WITH LABOR NEGOTIATOR:

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

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

OATH OF OFFICE

ANNUAL ORGANIZATIONAL MEETING

Election of Officers:

- President
- Vice President
- Clerk
- District Representative on County Committee on School District Organization
- Dates, Time, and Location of 2015 Regular Board Meetings

**RECESS TO RECEPTION FOR SANTA ANA BOARD OF EDUCATION HOSTED BY
Santa Ana Educators' Association (SAEA)
California School Employees Association (CSEA)
Santa Ana School Administrators Association (SASAA)
Santa Ana School Police Officers Association (SASPOA)**

HIGH SCHOOL STUDENT AMBASSADORS

- Chavez – Fallin Akbari; Middle College – Pablo Jimenez; Saddleback – Giselle Cervantes; Segerstrom – Geovanna Medel; Valley – Leilani McDaniel

Individual High School Ambassadors are allowed three minutes to address the Board on school reports.

RECOGNITIONS / ACKNOWLEDGMENTS

- California Highway Patrol Toy Donation to Caring Educators Nourishing All (CENA) Event
- Certificated Employee of the Month for December 2014, Leticia Morales
- Classified Employee of the Month for December 2014, Jacqueline Linares

SUPERINTENDENT'S REPORT

PUBLIC PRESENTATIONS (Pursuant to Government Code 54954.3)

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

1.0 APPROVAL OF CONSENT CALENDAR

- 1.1 Approval of Minutes of Regular Board Meeting - November 18, 2014
- 1.2 2014-15 Orange County Department of Education First Quarterly Site Review Report for Williams Settlement Legislation
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.4 Approval of Consultant Agreement Between Kid Healthy/OneOC and Special Projects for December 10, 2014 Through June 30, 2015
- 1.5 Approval of Consultant Agreement Between Educational Policy Improvement Center and Valley High School December 10, 2014 Through June 30, 2015
- 1.6 Approval of Consultant Agreement Between Agile Mind, Inc. and Educational Services for December 10, 2014 through June 30, 2015
- 1.7 Approval of Consultant Agreement Between Andrea Guillaume and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015
- 1.8 Approval of Consultant Agreement Between Ruth Yopp-Edwards and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015
- 1.9 Approval of Consultant Agreement Between Hallie Yopp-Slowik and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015
- 1.10 Approval of Consultant Agreement Between Education Solutions and Results, LLC and Sierra Preparatory Academy Intermediate School for December 13, 2014 through June 30, 2015
- 1.11 Approval of Consultant Agreement Between University of California, Irvine Center for Educational Partnerships and Sierra Preparatory Academy Intermediate School for December 17, 2014 Through June 30, 2015
- 1.12 Approval of Consultant Agreement Between Pure Game and Valley High School for January 5, 2015 through June 30, 2015
- 1.13 Approval of Consultant Agreement Between Capstone and Walker Elementary School for Period of February 2, 2015 through October 30, 2015
- 1.14 Approval of Consultant Agreement Between Inside the Outdoors School Program and Washington Elementary School for Period of December 11, 2014 through June 30, 2015

- 1.15 Approval of Consultant Agreement Between Discovery Cube and Harvey Elementary School for Period of January 16, 2015 through January 23, 2015
- 1.16 Approval of Consultant Agreement Between Orange County Department of Education and Romero-Cruz Elementary School for Period of December 10, 2014 through June 18, 2015
- 1.17 Approval of Consultant Agreement Between Parent Institute for Quality Education and Kennedy Elementary School for Period of January 20, 2015 through March 17, 2015
- 1.18 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of October 29, 2014 through November 18, 2014
- 1.19 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
- 1.20 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.21 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.22 Approval of Memorandum of Understanding with Orange County Department of Education Safe Schools and Support Services for Gang Prevention and Intervention Support for 2014-15 School Year
- 1.23 Approval of Memorandum of Understanding with Santa Ana Boys and Men of Color
- 1.24 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of October 29, 2014 through November 18, 2014
- 1.25 Ratification of Expenditure Summary and Warrant Listing for Period of October 29, 2014 through November 18, 2014
- 1.26 Ratification of Consultant Agreement Between FCB Educational Services and Human Resources Department for October 1, 2014 through January 9, 2015
- 1.27 Authorization to Obtain Request for Proposals for Internet Access Services Districtwide under E-Rate
- 1.28 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Numbers: 14-18032 RV and 14-18514 JT

- 1.29 Approval of Deductive Change Order No. 1 for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary School
- 1.30 Acceptance of Completion of Contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary School
- 1.31 Acceptance of Completion of Contract for Bid Package No. 20 Parking Lot Improvements at Willard Intermediate School Under Modernization Program - Phase 2
- 1.32 Approval of Consultant List for Geotechnical Services for Future District Projects
- 1.33 Authorization to Award Contract for Bid Package 1 Replacement of Fencing at Monte Vista Elementary
- 1.34 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.35 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests

Items removed from Consent Calendar for discussion and separate action:

ANNOUNCEMENT

- The Board will recognize particular personnel and gifts.

PUBLIC HEARING

- Sunshine Santa Ana Unified School District's Initial Bargaining Proposals to Re-open the Collective Bargaining Agreements with Santa Ana Educators' Association and California School Employees Association, Chapter 41

PRESENTATIONS

- Annual Financial Audit Report for Fiscal Year 2013-14
- Certification of First Interim Financial Status (Positive)

REGULAR AGENDA - ACTION ITEMS

- 2.0 Acceptance of Annual Financial Audit Report for Fiscal Year 2013-14
- 3.0 Certification of First Interim Financial Status (Positive)

- 4.0 Approval of Agreement with THINK Together, Inc., for Management of Extended Learning Program Services for 2014-15 School Year
- 5.0 Ratification of Approval of Submission for Continued Funding Application for California State Preschool Program for 2015-16 Program Year
- 6.0 Adoption of Resolution No. 14/15-3036 – Acceptance of Findings of Annual and Five-Year Reportable Developer Fees Report for Fiscal Year for 2013-14
- 7.0 Authorization to Award Contracts for Bid Packages 6, 9, and 12 at Mitchell Child Development Center Under Modernization Project
- 8.0 Adoption of Resolution 14/15-3037 - Authorizing the Purchase of Musco Sports Lighting Products Directly From Musco Lighting for Century High School and the SAUSD Sports Complex Project, as Authorized by Resolution 14/15-3033
- 9.0 Approval of New Job Description: Energy Manager
- 10.0 Approval of Santa Ana Unified School District’s Initial Bargaining Proposals to Re-open Collective Bargaining Agreements with Santa Ana Educators’ Association and California School Employees Association, Chapter 41
- 11.0 Ratification of Collective Bargaining Agreement with Santa Ana School Police Officers Association (SASPOA) for 2014-16 School Year
- 12.0 Appointment of Representative to Delegate Assembly for California School Boards Association Region 15

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*)

- 13.0 Board Policy (BP) 5030 – Student Wellness (Revised: For Adoption)

BOARD REPORTS

- Board Reports/Activities

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, January 13, 2015, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Annual Organizational Meeting
ITEM: Election of Officers
SUBMITTED BY: Richard L. Miller, Ph.D., Superintendent
PREPARED BY: Richard L. Miller, Ph.D., Superintendent

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek election of officers within the Board of Education and approve Board meeting dates for calendar year 2015. The Board of Education will hold its Annual Organizational Meeting on December 9, 2014.

RATIONALE:

1. Although Education Code Section 35143 requires only that a president and secretary of the Board be elected; it has been the practice of the District to elect a President of the Board, Vice President of the Board, and Clerk of the Board for one year terms.
2. In accordance with Board Policy, the Superintendent serves as Secretary of the Board of Education.
3. Current officers are:
Vacant, President; José Alfredo Hernández, Vice President; Rob Richardson, Clerk; John Palacio, Member; and Cecilia “Ceci” Iglesias, Member.

4. Responsibilities of Officers:

President:

The President of the Board of Trustees shall preside at all regular and special meetings; call special meetings as provided for by law; sign documents on behalf of the Board of Trustees as may require his/her signature; and represent colleagues in relations with other Boards of Trustees.

Vice President:

Shall assume the President's duties in the absence of the President of the Board.

Clerk:

May sign documents which have been authorized by action on behalf of the Board of Education.

5. District representative to the County Committee on School District Organization
6. All officers assume responsibility in December of 2014.
7. The Board is requested to approve Meeting Dates for 2015 as follows:

January 13		June 23
January 27		July 28
February 10		August 25
February 24		September 8
March 10		September 22
March 24		October 13
April 28		October 27
May 12		November 17 (Wednesday)
May 26		December 8
June 9		

Meetings are held the second and fourth Tuesdays of the month at 6:00 p.m. in the Board Room of the Administration Building, 1601 E. Chestnut Ave., Santa Ana (unless the meeting is moved to another site for space accommodation or cancelled by the Board of Education).

FUNDING:

Not Applicable

RECOMMENDATION:

Approve election of officers within the Board of Education and approve Board meeting dates for calendar year 2015.

RLM/cg

AGENDA ITEM BACKUP SHEET

December 9, 2014

Board Meeting

TITLE: California Highway Patrol Toy 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 California Highway Patrol for their generous donation of 1,500 toys supporting the 2013 Caring Educators Nourishing All (CENA) Event.

RATIONALE:

Last year, with the help of the California Highway Patrol, District employees and members of the Santa Ana Public Schools Foundation, were able to provide over 1,500 toys to some of Santa Ana's neediest families.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize the California Highway Patrol for their generous donation of 1,500 toys supporting the 2013 CENA Event.

RLM/dp

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Certificated Employee of the Month for December 2014, Leticia Morales**

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 December 2014.

RATIONALE:

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for December 2014. The members have selected Leticia Morales, Teacher, Garfield Elementary School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Leticia Morales as Certificated Employee of the Month for December 2014.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Classified Employee of the Month for December 2014, Jacqueline Linares

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 December 2014.

RATIONALE:

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for December 2014. The members have selected Jacqueline Linares, Office Manager, Garfield Elementary School.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Jacqueline Linares as Classified Employee of the Month for December 2014.

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

November 18, 2014

CALL TO ORDER

The meeting was called to order at 5:23 p.m. by Board President Yamagata-Noji. Other members in attendance were Mr. Richardson, Mr. Palacio, and Ms. Iglesias.

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

CLOSED SESSION PRESENTATIONS

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

Rick Yates addressed the Board related to a Closed Session matter.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:29 p.m. to consider legal issues, personnel matters, and negotiations.

Mr. Hernández 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 Emmanuel Gutierrez, student at Segerstrom High School.

HIGH SCHOOL STUDENT AMBASSADORS

Godinez Fundamental - Paloma Dueñas; Griset Academy - Sindy Lopez; Santa Ana - Hanna Galvan; Chavez - Fallin Akbari

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

RECOGNITIONS / ACKNOWLEDGMENTS

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

Wilson Elementary School students provided a generous donation of \$1,000 to support the Caring Educators Nourishing All (CENA) Event.

Simon Family Foundation and Simon Scholars Class of 2016

The Simon Scholars Class of 2016 was acknowledged. The Saddleback High School Simon Scholar recipients: James Sanchez, Susan Gonzalez, An Ho, Daaniyal Mulyadi, Katie Reyes, Gabriela Sanchez, and Jesus Soto. The Segerstrom High School Simon Scholars recipients were: Alfonso Bravo, Daniel Gonzalez, Emmanuel Gutierrez, Barbara Leyva, Jose Sanchez, Muskaan Shahid, Veronica Valverde, and Carolina Velez. On behalf of the Board, Dr. Yamagata-Noji recognized The Simon Foundation and presented Megan Barnes, Program Director and Jacob Novick, Program Coordinator with a plaque.

Certificated Employee of the Month for November 2014, Dylan Harlan

Mr. McKinney, Associate Superintendent, Human Resources asked Mr. Laxton, Principal at Saddleback High School to step to the lectern. He introduced Dylan Harlan, Music Teacher. Mr. Harlan was selected as the Certificated Employee for the Month for November 2014 for his role in mentoring and inspiring the young musicians. Every year, students gain invaluable growth experience by collaborating with guest artists.

Classified Employee of the Month for November 2014, Olivia Arredondo

Mr. McKinney, Associate Superintendent, Human Resources asked Dr. Apps, Principal at Middle College High School to step to the lectern. She introduced Olivia Arredondo, School Office Manager. Olivia was selected as the Classified Employee for the month of November 2014 for her professionalism, positive attitude, and highly organized disposition.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report by acknowledging Rob Thompson, Head Football Coach at Saddleback High School and Charlie TeGantvoort, Head Football Coach at Santa Ana High School for their overall football division. He reminded all about the celebration for Dr. Yamagata-Noji's 25 years of service, Thursday, November 20, at 5:00 p.m., at Santa Ana High School. Dr. Miller invited Chief Rodriguez to the lectern. Chief Rodriguez and the SAUSD School Police Department recognized Dr. Yamagata-Noji with a plaque. Dr. Miller concluded his report, by thanking Dr. Yamagata-Noji for her years of service to the Santa Ana Unified School District. The Board also provided remarks and well wishes for Dr. Yamagata-Noji and presented her with an engraved plaque and a bouquet of flowers.

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

The Regular Board meeting was immediately recessed at 8:18 p.m. for Dr. Yamagata-Noji's Reception.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 8:43 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.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.3 Authorization to Obtain Requests for Proposals for Wireless (WLAN) System Optimization Services
- 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
- 1.14 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

It was moved by Mr. Richardson, seconded by Mr. Palacio, 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 28, 2014
- 1.2 2013-14 Annual Report for Williams Settlement Legislation
- 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
 - 333109 - Santa Ana
For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2015.
 - 319027 - Santa Ana
For the violation of Education Code Section 48900, paragraph A 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.
 - 314457 - Valley
For the violation of Education Code Section 48900, paragraph E, .4 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2015.
- 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
- 1.13 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File Number: LBI1400051 RV
- 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:

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

It was moved by Ms. Iglesias, seconded by Dr. Yamagata-Noji, and carried 5-0, to authorize staff to obtain requests for proposal for wireless (WLAN) system optimization services Districtwide.

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

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to 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.

1.14 Approval of Disposal of Used Vehicles

It was moved by Ms. Iglesias, seconded by Dr. Yamagata-Noji, and carried 5-0, to approve the disposal of used vehicles, pursuant to Board Policy 3270.

1.15 Authorization to Obtain Bids for Purchase of Handheld Radios and Accessories Districtwide

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

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

ANNOUNCEMENT

Dr. Yamagata-Noji acknowledged District retirees.

PUBLIC HEARING

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

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

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

PRESENTATIONS

High School, Inc. Update

Dr. Yamagata-Noji called Ms. Miller, Assistant Superintendent, Secondary Education to the lectern. She invited Mr. Richey, Valley High School Principal, Donnie Crevier, Chairman, and the High School Inc. Foundation Board of Trustees to the podium. They provided student enrollment of specific academies, a strategic plan update, and a program structure.

Change in Order of Agenda

3.0 DENY CHARTER PETITION FOR PROPOSED VISTA HERITAGE CHARTER MIDDLE SCHOOL AND ADOPT RESOLUTION NO. 14/15-3035 EFFECTUATING THAT ACTION

It was moved by Dr. Yamagata-Noji, seconded by Mr. Hernández, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution 14/15-3035 - Denying the Charter School Petition for Vista Heritage Charter Middle School.

10.0 AUTHORIZATION TO AWARD CONTRACT FOR AFTER-SCHOOL ENRICHMENT PROGRAM PROVIDER SERVICES

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to 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.

Change in Order of Agenda

Equal Opportunity Audit and Blueprint for Action

Dr. Yamagata-Noji called Lucinda Pueblos, Executive Director, School Renewal to the lectern. Ms. Pueblos provided a brief update on College Readiness/A-G Completion.

Mr. Richardson left Board meeting.

Affordable Care Act Update

Dr. Yamagata-Noji called Dr. Phillips, Deputy Superintendent, Operations, CBO to the lectern. Dr. Phillips provided an overview, issues and financial impact of new mandates.

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

Dr. Yamagata-Noji called Dr. Phillips, Deputy Superintendent, Operations, CBO to the lectern. Dr. Phillips provided a brief disclosure in accordance with AB 1200.

Governmental Accounting Standards Board 45 (GASB 45) Valuation Report of Other Post Employment Benefits

Geoffrey Kischuk, with Total Compensation Systems, Inc., provided the Board with an overview of the actuarial valuation process, summary of plan provisions, and demographic information.

REGULAR AGENDA - ACTION ITEMS

2.0 ACCEPTANCE OF GOVERNMENTAL ACCOUNTING STANDARDS BOARD 45 (GASB 45) VALUATION REPORT OF OTHER POST EMPLOYMENT BENEFITS

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 4-0, to 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.

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

Action taken earlier in meeting.

4.0 APPROVAL OF PAYMENT OF ADVANCED PLACEMENT TEST FEES TO COLLEGE BOARD

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 4-0, to approve the payment of the Advanced Placement test fees to the 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

It was moved by Mr. Hernández, seconded by Mr. Palacio, and carried 3-1, Ms. Iglesias dissenting, to 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.

- 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

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 3-1, Ms. Iglesias dissenting, to authorize staff to obtain bids for new construction of Alternative Education facilities under Overcrowding Relief Grant Program utilizing an alternative delivery method.

- 7.0 AUTHORIZATION TO AWARD A CONTRACT FOR LOW VOLTAGE AND CLASSROOM TECHNOLOGY AT VARIOUS SITES

It was moved by Mr. Palacio, seconded by Mr. Hernández, and carried 3-1, Ms. Iglesias dissenting, to authorize staff to award contracts to Digital Networks Group for low voltage and classroom technology at various sites pursuant to Bid #05-15.

- 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

It was moved by Mr. Hernández, seconded by Dr. Yamagata-Noji, and carried 4-0, to 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).

- 9.0 AUTHORIZATION TO FILE MANDATED COST REIMBURSEMENT TEST CLAIM FOR STATE TESTING REQUIREMENTS

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 4-0, to authorize staff to file a mandated cost reimbursement test claim with the CSM for expenses incurred for the state-mandated assessment, CAASPP.

- 10.0 AUTHORIZATION TO AWARD CONTRACT FOR AFTER-SCHOOL ENRICHMENT PROGRAM PROVIDER SERVICES

Action taken earlier in meeting.

- 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

It was moved by Mr. Palacio, seconded by Dr. Yamagata-Noji, and carried 3-1, Ms. Iglesias dissenting, to 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.

- 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)

Change in Order of Agenda

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the suspension without pay and dismissal of permanent classified employee, as named in Closed Session - Employee ID#23024, effective November 18, 2014.

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

By a vote of 5-0, the Board took action to approve the suspension without pay and dismissal of permanent certificated employee, as named in Closed Session - Employee ID# 13997, effective November 18, 2014.

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

By a vote of 3-2, the Board took action to appoint Jimmy Bruhl to the position of Coordinator of After School Programs.

Moved: Yamagata-Noji X Hernández ____ Richardson ____ Palacio ____ Iglesias ____
 Seconded: Yamagata-Noji ____ Hernández ____ Richardson ____ Palacio X Iglesias ____
 Ayes: Yamagata-Noji X Hernández ____ Richardson X Palacio X Iglesias ____
 Noes: Yamagata-Noji ____ Hernández X Richardson ____ Palacio ____ Iglesias X
 Final Vote: Ayes 3 Noes 0 Abstain ____ Absent ____

By a vote of 4-1, the Board took action to appoint Michael Baker to the position of Coordinator of After School Programs.

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

Change in Order of Agenda

BOARD AND STAFF REPORTS/ACTIVITIES

Mr. Palacio

- Enjoyed the Superintendent's/Business Partners Breakfast;
- Attended the Hispanic Education Endowment Fund (HEFF) Anniversary Dinner;
- Thanked Dr. Yamagata-Noji for years of leadership and acknowledged her contributions;
- Wished everyone a safe and prosperous Thanksgiving;
- Thanked voters and congratulated Valerie Amezcua as new Board member.

Ms. Iglesias

- Attended the SAUSD Marching Band Showcase, great event;
- Welcomed Dr. Miller back;
- Thanked Dr. Yamagata-Noji for her leadership, learned a lot.

Mr. Hernández

- Expressed his appreciation with Cabinet;
- Thanked Dr. Phillips for her role in Dr. Miller's absence;
- Great Superintendent's/Business Partners Breakfast, Dr. Miller brought energy and enjoyed his presentation.

Dr. Yamagata-Noji

- Highlighted the Superintendent's/Business Partners Breakfast; thanked Ms. Powell, Dr. Lopez-Guerra, Ms. Owings, and staff for organizing the event.

ADJOURNMENT

There being no further business to come before the Board, Dr. Yamagata-Noji adjourned the meeting at 11:27 p.m.

The next Regular Meeting will be held on Tuesday, December 9, 2014, at 6:00 p.m.

ATTEST:

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

CERTIFICATED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Benninger, Celeste	Teacher	Greenville	June 19, 2015		Retirement - 24 years
Booth, Gail	Program Specialist	Special Education	December 19, 2014		Retirement - 39 years
Minnich, Kevin	Program Specialist	Registration and Testing Center	December 19, 2014		Retirement - 24 years
NEW HIRE/RE-HIRE 2014-15					
Bradford, Monica	Program Specialist	Educational Services Secondary Division	October 28, 2014		New Hire - Probationary I
Ceniceros, Hector	Program Specialist	Special Education	November 3, 2014		New Hire - Probationary I
Connell, Jennifer	Teacher	Saddleback	November 12, 2014		New Hire - Probationary I
DiLullo, Aimee	Counselor	Valley	October 31, 2014		New Hire - Temporary 44909
Linehan, Timothy	Teacher	Carr	October 30, 2014		New Hire - Probationary I
Romo, Ignacio III	Teacher	Godinez	October 21, 2014		New Hire - Intern

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
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

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
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

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
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		

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
GRADE LEVEL LEADERS 2014-15 (Continued)					
Kenaley, Aimee		Jefferson	2014-15		
Lin-Douglass, Sherry		Jefferson	2014-15		
Riggs, Deenee		Jefferson	2014-15		
Arceo, Loriz		King	2014-15		
Flores, Iliana		King	2014-15		
Mocnik, Cynthia		King	2014-15		
Morita, Pamela		King	2014-15		
Munoz, Amarilis		King	2014-15		
Munoz, Lizdella		King	2014-15		
Carrillo, Jan		Lincoln	2014-15		
Denney, Linda		Muir	2014-15		
Barragan-Perez, Claudia		Pio Pico	2014-15		
Franco-Moore, Daniel		Pio Pico	2014-15		
Garcia, Cristina		Pio Pico	2014-15		
Osorio, Patricia		Pio Pico	2014-15		
Sologuren, Ana		Pio Pico	2014-15		
Zavala, Nidia		Pio Pico	2014-15		
Esquivel, Aurora		Romero-Cruz	2014-15		
Vom Steeg, Scott		Romero-Cruz	2014-15		

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
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					

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
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					

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
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

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
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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - November 18, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.7(b) (Continued)					
Elmasry, 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
Penaflo, 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

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
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

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - November 18, 2014

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

Mark A. McKinney, Associate Superintendent, Human Resources

**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	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 Grisett	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
RETIREMENTS						
Arreola, Adrian	Plant Custodian Elem.	Taft	October 28, 2014			36 years, 11 months
Banuelos, Maria	Fd. Svc. Spvr. Elem.	Lincoln	December 19, 2014			23 years, 11 months
RESIGNATIONS						
Camero, Wendolyne	SSP Sp. Ed.	Valley	May 5, 2014			Personal - 7 months
Cervantes, Yesenia	Activity Supervisor	Garfield	June 19, 2014			Personal - 2 years, 8 months
Diaz, Raquel	Activity Supervisor	Heroes	October 29, 2014			Personal - 9 months
Kermani, Courtney	LVN	PSS	October 29, 2014			Personal - 10 months
Montanez, Maria	Activity Supervisor	Saddleback	October 31, 2014			Personal - 8 years
Mohammad, Mobashir	Asst. Dir. of Info Technology	ITC	October 20, 2014			Personal - 8 years, 7 months
Phabsomphou, Christina	SSP Sp. Ed.	Santa Ana	November 3, 2014			Personal - 8 months

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
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

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

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) (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, Francesca	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		III C/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	

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
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	
Amezua, 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	

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
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	Segerstrom	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	Segersstrom	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	

RESOLUTION NO. 14/15-3035

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

DENYING CHARTER SCHOOL PETITION FOR
VISTA HERITAGE CHARTER MIDDLE SCHOOL

1
2
3
4
5
6
7
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 VHCMS. 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 VHCMS
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.

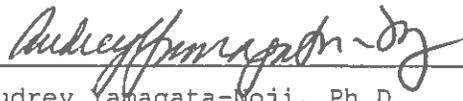
25
26 2. MEASURABLE PUPIL OUTCOMES AND METHOD BY WHICH PUPIL PROGRESS IN
27 MEETING THOSE PUPIL OUTCOMES IS TO BE MEASURED. [Ed. Code
28 §47605(b)(5)(B) and (C)]

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: Audrey Yamagata-Noji, Jose A. Hernandez, Rob Richardson, John Palacio
13 NOES: Cecilia Iglesias
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
December 9, 2014**

Board Meeting

TITLE: 2014-15 Orange County Department of Education First Quarterly Site Review 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, Orange County Department of Education is charged with the responsibility to conduct site reviews at deciles 1-3 and Quality Education Investment Act (QEIA) schools. In addition, the County requires that school districts report the findings at a regularly scheduled meeting both quarterly and annual reports. Data from previously submitted quarterly reports for the 2014-15 school year comprise the contents of the report.

The Orange County Department of Education has completed the 2014-15 Williams Settlement Legislation First Quarterly Report:

- Instructional materials: Twenty-two reviews were conducted from September 19-25, 2014 at the following schools: Carver, Davis, Garfield, Heroes, Hoover, Kennedy, Lincoln, Lowell, Pio Pico, Roosevelt, Sepulveda, Walker, Wilson elementary schools, Lathrop, McFadden, Sierra Academy, Spurgeon, Willard intermediate schools, and Century Saddleback, Santa Ana, Valley high schools.
- Facilities: School site facility reviews were conducted at the twenty-two schools identified above from September 9-25, 2014.
- Uniform Complaint Procedures (UCP): No complaints were filed during the period of April through June 2014.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

**2014-15 Orange County Department of Education First Quarterly Site Review Report
for Williams Settlement Legislation**

EXECUTIVE SUMMARY

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

The Williams Legislation First Quarter Report for the 2014-15 school year is as follows:

- Instructional Materials
For the 2014-15 school year, SAUSD is in compliance with the terms of the Williams Settlement Legislation concerning the sufficiency of textbooks and instructional materials.
- Facilities
Schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Deficiencies were reported to school administration for remediation.
- Uniform Complaint Procedures (UCP): No complaints were filed during the period of April through June 2014.



**Williams Settlement Legislation
Santa Ana Unified School District
First Quarter Site Review Report
Fiscal Year 2014-2015**

Prepared by the Orange County Department of Education

INSTRUCTIONAL MATERIALS

For the 2014-2015 fiscal year, Santa Ana Unified School District is in compliance with the terms of the Williams Settlement Legislation concerning the sufficiency of textbooks and instructional materials¹.

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Carver Elementary	September 26, 2014		None				
Century High	September 16, 2014		None				
Davis Elementary	September 19, 2014		None				
Garfield Elementary	September 19, 2014		None				
Heroes Elementary	September 26, 2014		None				
Hoover Elementary	September 19, 2014		None				
Kennedy Elementary	September 16, 2014		None				
Lathrop Intermediate	September 16, 2014		None				
Lincoln Elementary	September 25, 2014		None				
Lowell Elementary	September 19, 2014		None				
McFadden Intermediate	September 23, 2014		None				
Pio Pico Elementary	September 23, 2014		None				
Roosevelt Elementary	September 16, 2014		None				
Saddleback High	September 23, 2014		None				
Santa Ana High	September 19, 2014		None				
Sepulveda Elementary	September 19, 2014		None				
Sierra Intermediate	September 26, 2014		None				
Spurgeon Intermediate	September 25, 2014		None				
Valley High	September 25, 2014		None				
Walker Elementary	September 16, 2014		None				
Willard Intermediate	September 26, 2014		None				
Wilson Elementary	September 26, 2014		None				

¹ "Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



**Williams Settlement Legislation
Santa Ana Unified School District
First Quarter Site Review Report
Fiscal Year 2014-2015**

Prepared by the Orange County Department of Education

FACILITIES

Schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Deficiencies were reported to school administrators for remediation.

School Site	Review Date	Location	Facility Conditions Identified
Carver Elementary	September 23, 2014		None
Century High	September 11, 2014		None
Davis Elementary	September 16, 2014		None
Garfield Elementary	September 25, 2014		None
Heroes Elementary	September 23, 2014		None
Hoover Elementary	September 16, 2014		None
Kennedy Elementary	September 25, 2014		None
Lathrop Intermediate	September 11, 2014		None
Lincoln Elementary	September 18, 2014		None
Lowell Elementary	September 9, 2014		None
McFadden Intermediate	September 9, 2014		None
Pio Pico Elementary	September 23, 2014		None
Roosevelt Elementary	September 25, 2014		None
Saddleback High	September 9, 2014		None
Santa Ana High	September 11, 2014		None
Sepulveda Elementary	September 25, 2014		None
Sierra Preparatory	September 16, 2014		None
Spurgeon Intermediate	September 18, 2014		None
Valley High	September 9, 2014		None
Walker Elementary	September 25, 2014		None
Willard Intermediate	September 25, 2014		None
Wilson Elementary	September 18, 2014		None

Respectfully submitted,


Nicole Savio Newfield

Administrator, School and Community Services

10/22/14
Date

AGENDA ITEM BACKUP SHEET
December 9, 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 - December 9, 2014

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
November 28-29, 2014 (Friday - Saturday) Ratification	Segerstrom High School California State Cross Country Finals Woodward Park Fresno	\$940.00 per student (s) (cost paid by Secondary Education)	2	2
December 26-28, 2014 (Friday - Sunday)	Segerstrom High School Rim of the World High School Beresford Wrestling Invitational Rim of the World High School Lake Arrowhead	\$104.00 per student (s) (cost paid by ASB wrestling & student)	18	4
December 26-30, 2014 (Friday - Tuesday)	Godinez Fundamental High School Point Loma Boys Varsity Basketball Tournament Various San Diego High Schools San Diego	\$85.00 per student (s) (cost paid by fundraising & donations)	22	4
December 28-31, 2014 (Sunday - Wednesday)	Santa Ana High School Wrestling Training & Scrimmage El Nino Training Center San Francisco	\$85.00 per student (s) (cost paid by fundraising & donations)	20	7
January 23-25, 2015 (Friday - Sunday)	Segerstrom High School Girls' Water Polo Tournament Coronado High School Coronado	\$125.00 per student (s) (cost paid by Aquatics Booster)	13	6

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:
January 29-31, 2015 (Thursday - Saturday)	Santa Ana High School Dance Retreat Idyllwild Pines Conference Center Idllywild	\$130.00 per student (s) (cost paid by ASB Dance)	20	3
February 2-6, 2015 (Monday - Friday)	Monroe Elementary School Outdoor Science School Pinecrest Conference Center Twinpeaks	\$280.00 per student (s) (cost paid by fundraising & donations)	60	3
March 12-16, 2015 (Thursday - Monday)	Century High School San Francisco Bay Area Entrepreneurship Conference & Trade Show Oakland Convention Center Oakland	\$235.00 per student (s) (cost paid by fundraising & donations)	45	5
March 27-29, 2015 (Friday - Sunday)	Carr Intermediate School Circle of Trust Camping Trip YMCA Camp Whittle Fawnskin	\$85.00 per student (s) (cost paid by fundraising)	35	4
April 5-10, 2015 (Sunday - Friday)	Sierra Preparatory Academy School 8 th Grade Student Tour Smithsonian Institute, Arlington Cemetery, Mount Vernon, Gettysburg, Jamestown, & Williamsburg Washington DC & New York	\$1,961.00 per student (s) (cost paid by fundraising & donations)	30	3

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:
June 18-21, 2015 (Sunday - Friday)	Godinez Fundamental High School Hugh O' Brian Youth Leadership Conference Chapman University Orange	\$195.00 per student (s) (cost paid by fundraising)	1	1

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 Segerstrom High School cross country students to participate in the California Cross Country Finals at Woodwork Park in Fresno, CA. The trip will be November 28-29, 2014.
- OVERVIEW:** Segerstrom High School is requesting authorization for two cross country students to compete in the California Cross Country Finals in Fresno, CA.
- RATIONALE:** Segerstrom High has students who have qualified for the California Cross County Finals in Fresno, CA.
- PARTICIPANTS:** 2 students and 2 chaperones (1 certificated and 1 classified).
- COSTS:** \$940.00 per student – To include lodging, meals, and travel
- FUNDING:** Cost paid by Secondary Education
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School cross country students to participate in the California Cross Country Finals at Woodwork Park in Fresno, CA on November 28-29, 2014.

- AR 6153.1** The Superintendent shall be authorized to approve an extended field trip under the following conditions:
1. Determination of eligibility or invitation to participate in an event and the date of the event both occur between meetings of the Board of Education.
 2. Ratification will be requested of the Board of Education at the next scheduled meeting.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Segerstrom High School wrestling students to participate in the Beresford Wrestling Invitational at Rim of the World High School in Lake Arrowhead, CA. The trip will be December 26-28, 2014.
- OVERVIEW:** Segerstrom High School is requesting authorization for their wrestling students to compete in the Rim of the World High School Beresford Wrestling Invitational in Lake Arrowhead, CA.
- RATIONALE:** Segerstrom High wrestlers will be competing in the Beresford Wrestling Invitational against Rim of the World High School wrestlers and other various visiting high schools to compete in the wrestling invitational. Students will also get a chance to do team bonding and workout in a 60,000 feet elevation.
- PARTICIPANTS:** 18 students and 4 chaperones (1 certificated and 3 classified).
- COSTS:** \$104.00 per student – To include lodging, meals, and travel
- FUNDING:** Cost paid by ASB wrestling and student
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School wrestling students to participate in the Beresford Wrestling Invitational at Rim of the World High School in Lake Arrowhead, CA on December 26-28, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Godinez Fundamental High School's boys' basketball team to participate in the Point Loma Boys Varsity Basketball Tournament at various high schools in San Diego, CA. The trip will be December 26-30, 2014.
- OVERVIEW:** Godinez Fundamental High School is requesting authorization for their boys' basketball team to compete in the Point Loma Boys Varsity Basketball Tournament in San Diego, CA.
- RATIONALE:** This will be a part of the boys' basketball team regular pre-season basketball schedule. The players will have the opportunity to travel to San Diego and play against other high schools from throughout the western United States. The students will also tour the USS Midway and participate in other team-building activities.
- PARTICIPANTS:** 22 students and 4 chaperones (all certificated)
- COSTS:** \$85.00 per student – To include lodging, meals, and travel
- FUNDING:** Fundraising and donations
- RECOMMENDATION:** Approve the request of the extended field trip for Godinez Fundamental High School boys' basketball team to participate in the Point Loma Boys Varsity Basketball Tournament at various high schools in San Diego, CA on December 26-30, 2014.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Santa Ana High School's varsity wrestling team to participate in a wrestling training and scrimmage at El Nino Training Center in San Francisco, CA. The trip will be December 28-31, 2014.
<u>OVERVIEW:</u>	Santa Ana High School is requesting authorization for their varsity wrestling team to participate in a wrestling training and scrimmage in San Francisco, CA.
<u>RATIONALE:</u>	Santa Ana High School varsity wrestlers have been invited to the El Nino Training Center in San Francisco for a scrimmage and clinic. They will be coached by Santa Ana High School wrestling alumni and professional fighter Gilbert Melendez. Athletes will also visit historical sites like Alcatraz Prison and the Golden Gate Bridge reinforcing the lessons learned in prior history classes.
<u>PARTICIPANTS:</u>	20 students and 7 chaperones (2 certificated and 5 classified)
<u>COSTS:</u>	\$85.00 per student – To include lodging, meals, and travel
<u>FUNDING:</u>	Fundraising and donations
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Santa Ana High School's varsity wrestling team to participate in a wrestling training and scrimmage at El Nino Training Center in San Francisco, CA on December 28-31, 2014.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Segerstrom High School's girls' water polo team to participate in the Girls' Water Polo Tournament at Coronado High School in Coronado, CA. The trip will be January 23-25, 2015.
- OVERVIEW:** Segerstrom High School is requesting authorization for their girls' water polo team to compete in the Girls' Water Polo Tournament in Coronado, CA.
- RATIONALE:** This trip aims to inspire the varsity girls' water polo players to play and compete against high-level teams from outside the local area. The trip will also serve as a team unity and bonding experience for the water polo program. As recent CIF champions, the aquatics program is seeking to showcase the wonderful talents existing in Santa Ana and show the athletes possible future playing opportunities beyond high school.
- PARTICIPANTS:** 13 students and 6 chaperones (2 certificated and 4 parents)
- COSTS:** \$85.00 per student – To include lodging, meals, and travel
- FUNDING:** Aquatics Booster funds
- RECOMMENDATION:** Approve the request of the extended field trip for Segerstrom High School's girls' water polo team to participate in the Girls' Water Polo Tournament at Coronado High School in Coronado, CA on January 23-25, 2015.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Santa Ana High School's dance production class to participate in a dance retreat at Idyllwild Pines Conference Center in Idllywild, CA. The trip will be January 29-31, 2015.
<u>OVERVIEW:</u>	Santa Ana High School is requesting authorization for their dance production class to participate in a dance retreat in Idyllwild, CA.
<u>RATIONALE:</u>	The purpose of this trip will allow the dance production class time to develop teambuilding skills through communication exercises and cooperative learning activities with literacy development. The objectives of the trip are: watching seminal dance performances and writing critiques, physical activity with team-building exercises, literacy development through use of text for choreography, work on technique and performance quality, study dance composition and create choreographic works, and reflect on experience and thematic ideas through journal writing assignments.
<u>PARTICIPANTS:</u>	20 students and 3 chaperones (all certificated)
<u>COSTS:</u>	\$130.00 per student – To include lodging, meals, and travel
<u>FUNDING:</u>	ASB Dance Funds
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Santa Ana High School's dance production class to participate in a dance retreat at Idyllwild Pines Conference Center in Idllywild, CA on January 29-31, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Monroe Elementary School's 5th grade students to participate in the Outdoor Science School at Pinecrest Conference Center in Twinpeaks, CA. The trip will be February 2-5, 2015.
- OVERVIEW:** Monroe Elementary School is requesting authorization for their 5th grade students to participate in the Outdoor Science School in Twinpeaks, CA.
- RATIONALE:** Provide a program of hands-on outdoor science education that enriches the curriculum in the areas of Life Science, Earth Science, and Investigation and Experimentation. Also to provide experiences that enhance both oral and written expression, interpersonal experiences, outdoor safety, teamwork, and independent living.
- PARTICIPANTS:** 60 students and 3 chaperones (all certificated)
- COSTS:** \$280.00 per student – To include lodging, meals, and travel
- FUNDING:** Fundraising and donations
- RECOMMENDATION:** Approve the request of the extended field trip for Monroe Elementary School's 5th grade students to participate in the Outdoor Science School at Pinecrest Conference Center in Twinpeaks, CA on February 2-5, 2015.

Agenda Item Backup Sheet

<u>ITEM:</u>	Request of extended field trip for Century High School's e-Business Academy students to participate in the San Francisco Bay Area Entrepreneurship Conference and Trade Show via the International Virtual Enterprise program at the Oakland Convention Center in Oakland, CA. The trip will be March 12-16, 2015.
<u>OVERVIEW:</u>	Century High School is requesting authorization for their junior and senior e-Business Academy students to participate in the San Francisco Bay Area Entrepreneurship Conference and Trade Show in Oakland, CA.
<u>RATIONALE:</u>	Due to the students losing one of their competitive events this year, we are providing the opportunity to attend an optional competitive event for their e-Business Academy class and school. The Virtual Enterprise is the curriculum of study for the junior and senior e-Business Academy class at Century High School. There are 13 different competitions for student teams and the competitions are essential components of the Virtual Enterprise experience and our e-Business Academy class.
<u>PARTICIPANTS:</u>	45 students and 5 chaperones (all certificated)
<u>COSTS:</u>	\$235.00 per student – To include lodging, meals, and travel
<u>FUNDING:</u>	Fundraising and donations
<u>RECOMMENDATION:</u>	Approve the request of the extended field trip for Century High School's e-Business Academy students to participate in the San Francisco Bay Area Entrepreneurship Conference and Trade Show at the Oakland Convention Center in Oakland, CA on March 12-16, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Carr Intermediate School's Circle of Trust Club students to participate in a camping trip at the YMCA Camp Whittle in Fawnskin, CA. The trip will be March 27-29, 2015.
- OVERVIEW:** Carr Intermediate School is requesting authorization for their Circle of Trust Club students to participate in a camping trip in Fawnskin, CA.
- RATIONALE:** This 3-day trip will be filled with learning tied to astronomy, science, the arts, character building, and team building. Highlights of some of the events are: learning about the different constellations, use of telescopes and binoculars to search for meteor showers and identify constellations, visiting the Reptile Center and learn about the various reptiles that are there, and students will participate in character and team building exercises which will be tied to the CARR way of always showing Character, Achievement, Respect, and Responsibility.
- PARTICIPANTS:** 35 students and 4 chaperones (2 certificated and 3 classified)
- COSTS:** \$85.00 per student – To include lodging, meals, and travel
- FUNDING:** Fundraising
- RECOMMENDATION:** Approve the request of the extended field trip for Carr Intermediate School's Circle of Trust Club students to participate in a camping trip at the YMCA Camp Whittle in Fawnskin, CA on March 27-29, 2015.

Agenda Item Backup Sheet

- ITEM:** Request of extended field trip for Sierra Preparatory Academy Intermediate School's students to participate in the 8th Grade Student Tour to Washington D.C. and New York. The trip will be April 5-10, 2015.
- OVERVIEW:** Sierra Preparatory Academy is requesting authorization for their 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 Carr Intermediate and the District.
- PARTICIPANTS:** 30 students and 3 chaperones (2 certificated and 1 classified)
- COSTS:** \$1,961.00 per student – To include lodging, meals, and travel
- FUNDING:** Fundraising and good standing at Sierra Preparatory Academy, satisfactory citizenship, and approval by the principal
- RECOMMENDATION:** Approve the request of the extended field trip for Sierra Preparatory Academy Intermediate School's students to participate in the 8th Grade Student Tour to Washington D.C. and New York on April 5-10, 2015.

Agenda Item Backup Sheet

ITEM: Request of extended field trip for Godinez Fundamental High School to have one student participate in the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California. The trip will be June 18-21, 2015.

OVERVIEW: Godinez Fundamental High School is requesting authorization for one student to participate in the HOBY Leadership Conference at Chapman University.

RATIONALE: The HOBY Leadership Conference allows students to organize their leadership talents and apply them in becoming effective, ethical leaders in their home, school, and community. Selected students participate in hands-on leadership activities, meet leaders in their state, and explore their own personal leadership skills while learning how to lead others and make a positive impact in their community.

PARTICIPANTS: 1 student and 1 chaperone (Tisha More – HOBY representative).

COSTS: \$195.00 per student – To include lodging, meals, and travel

FUNDING: Fundraising

RECOMMENDATION: Approve the request of the extended field trip for Godinez Fundamental High School to have one student participate in the Hugh O'Brien Youth (HOBY) Leadership Conference at Chapman University in Orange, California on June 18-21, 2015.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Kid Healthy/OneOC and Special Projects for December 10, 2014 Through June 30, 2015**

ITEM: **Consent**

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 consultant agreement between Kids Healthy/OneOC and Special Projects for December 10, 2014 through June 30, 2015. This agreement seeks to have Kid Healthy/OneOC to provide the Padres En Acción program at four new school sites: Adams, Harvey, Lowell, and Thorpe Fundamental Elementary Schools. The Padres En Acción program is currently at Diamond, Fremont, Garfield, Jackson, Kennedy, King, Martin, Monte Vista, Pio Pico, Sepulveda, Walker, Washington, and Wilson Elementary Schools.

RATIONALE:

The Padres En Acción program is a parent-led structured recess program designed to empower parents to engage in school wellness policies, advocacy, and leadership. Parents have been leading fun, high-energy physical activities on the playground that benefit both the child and parent.

Kid Healthy/OneOC's implementation of the Padres En Acción program will include:

- Parent education classes
- Structured physical activity during the lunch recess
- Provide a Kid Healthy/OneOC program manager
- Provide a Kid Healthy/OneOC volunteer coordinator
- Assist in formation of school-site wellness committees
- Assess and purchase playground equipment
- Communicate program progress and outcomes to school principals and District special project managers

FUNDING:

LCAP: \$26,400

RECOMMENDATION:

Approve the consultant agreement between Kid Healthy/OneOC and Special Projects for December 10, 2014 through June 30, 2015.

DM:sz



Mission Statement -Kid Healthy seeks to address health, wellness and nutrition by engaging school children and families from the most underserved communities of Southern California through culturally appropriate health and wellness programs that measurably improve nutrition and fitness levels.

Contract: Kid Healthy/OneOC and Santa Unified School District
Dates of Service: 01/01/2015 and 06/30/2015

Scope of Work:

Kid Healthy will provide Padres En Acción program implementation at specified sites in SAUSD that includes the following:

- Provide 6 parent education training classes for 30-35 parents, including workbooks, supplies, trainers. Content to include: parent advocacy, nutrition, physical activity, volunteerism, and playground management
- Structured, physical activity 3 days per week (weather permitting), during the lunch recess at each site.
- Provide a Kid Healthy Program Manager to oversee training and implementation of the Padres en Acción program at participating SAUSD school sites.
- Provide a Kid Healthy volunteer coordinator to work 6-8 hours per week at the participating school site: The volunteer coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity, on-going parent volunteer recruiting, plan and implement monthly parent meetings to provide additional playground and nutrition training for parents.
- Assist in formation of school site wellness committees as requested per site, assist in the on-going management of school site wellness councils as requested per site
- Assess and purchase playground equipment as requested per site.
- Communicate program progress and outcomes to school principals and SAUSD Special Projects Manager as needed (minimum 2 times per school year).

Compensation:

New school sites: Adams, Harvey, Lowell, and Thorpe \$6,600 each

Fees are to be invoiced 50% in November and 50% in January

1901 E. Fourth Street, Suite 100, Santa Ana, CA 92705
949.874.7701
www.mykidhealthy.org

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Educational Policy Improvement Center and Valley High School December 10, 2014 Through June 30, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between the Educational Policy Improvement Center (EPIC) and Valley High School for December 10, 2014 through June 30, 2015. This agreement will maximize capacity-building, increase student achievement, and enrich teacher collaboration at Valley High School.

RATIONALE:

EPIC conducts research, provides services, and creates online tools to ensure that educators understand the importance of college and career readiness. The institution researches educational policy problems and their solutions, with a focus on college and career readiness, education standards, and the structured review of educational content. EPIC will partner with Valley High School to promote sustainable improvement and the implementation of the WASC and SIG Corrective Action Plans by:

- Evaluation and assessment to establish a baseline and identify key indicators of success through data analysis, student and staff voice, and the CampusReady self-diagnostic tool.
- Address teaching and learning through horizontal and vertical curriculum mapping, instructional coaching, literacy development, and integrated, interdisciplinary practices.
- PBIS support, family and community engagement, and internal/external branding.
- Assistance with organizational structures, systems, alignment, and leadership.
- Strategic planning for short and long-term goals.

FUNDING:

SIG: \$190,000

RECOMMENDATION:

Approve the consultant agreement between the Educational Policy Improvement Center and Valley High School for December 10, 2014 through June 30, 2015.

DM:sz



The ePIC School Partnership

Santa Ana Valley High School

This proposal is designed to establish a strategic partnership between Santa Ana Valley High School and the Educational Policy Improvement Center (EPIC). The ultimate goal of the partnership is to realize the vision of Santa Ana Valley High School that “students graduate with the necessary knowledge and skills to enable their successful transition to chosen college and career paths. They are empowered to become productive members of the local and global community.” The intended outcomes of the partnership will be to (a) evaluate and assess data analysis and student and staff voice/aspiration; (b) tailor teaching and learning solutions specifically around the following areas: college and career readiness, horizontal and vertical curriculum mapping, instructional coaching, adolescent literacy strategies, culturally responsive practices, and integrated, interdisciplinary practices; (c) tailor student, family, and community engagement solutions specifically around family engagement, community engagement, positive behavior intervention supports (PBIS), and internal/external branding; (d) tailor organizational structures, systems, and alignment solutions; and facilitate strategic direction, planning, and thinking sessions.

Timeline	Description & Deliverables
Evaluation and Assessment	
January - February 2015	<p>Student Voice/Aspiration</p> <ul style="list-style-type: none"> • EPIC will engage a broad subset of students to identify what they love about Valley, what they need in terms of support, and where they are going in terms of aspiration. • EPIC will structure the focus groups to include explicit connections to Key Learning Skills and Techniques (Act) to include elements of ownership of learning (persistence, motivation, help seeking, etc.) and learning techniques (study skills, strategic reading, collaborative learning, self-monitoring, etc.). • EPIC and Valley students will present to the ILT and/or staff as a whole in February. <p>Total anticipated cost: \$10,000 including staff time and travel for 3 two-day sessions with different students Valley High School.</p>
Anticipated cost: \$10,000	
January - February 2015	<p>Staff Voice/Aspiration</p> <ul style="list-style-type: none"> • EPIC will engage with all staff to identify what they love about Valley, what they need in terms of support, and what their greatest hopes/dreams are for the students at VHS. • EPIC will engage with small groups, individuals, and will solicit information via a survey specific to the School Success Model (15-20 minutes) and the EPIC tool - CampusReady (45 minutes). • This information will be presented to staff in February and will be critical in developing a shared, strategic direction that will guide Valley’s work over the next three to five years. <p>Total anticipated cost: \$8,000 including staff time and travel to VHS.</p>
Anticipated Cost: \$8,000	

Tailored Solutions – Teaching and Learning

February – June 2015	<p>Instructional Coaching – Game Plan Development</p> <ul style="list-style-type: none"> • EPIC will work with Valley’s ILT to develop an approach to instructional improvement that builds upon existing expertise (within the staff at VHS) and incorporates evidence-based strategies (project-based learning, gradual release, etc.) with emerging practices (e.g., blended learning). • EPIC will work with VHS to develop a coaching model that incorporates professional learning community concepts with both internal and external expert coaching and support. • EPIC will support the ILT to develop a strategic focus for instruction at VHS and then build a strategic plan for support that will be launched in April 2015. • The plan development and subsequent implementation will be supported by Michelle Swanson, an education consultant with over 25 years of experience supporting quality instruction through professional development and instructional coaching. <p style="text-align: center;">Total anticipated cost: \$55,000 includes staff time, consultant/coaching time, at least 15 days on site.</p>
Anticipated cost: \$55,000	
February – April 2015	<p>Adolescent Literacy Development</p> <ul style="list-style-type: none"> • EPIC will collaborate with an expert in adolescent literacy development as well as two research centers that specialize in language development to construct an approach to supporting student growth in both reading and writing with a focus on supporting English Language Learners across the continuum of language acquisition. • Dr. Gina Biancarosa is a faculty member at the University of Oregon who co-authored <i>Time to Act</i>, a critical piece of literature highlighting the effective practices necessary to support adolescent literacy development. Gina has agreed to support the project in a consultancy role and will provide valuable technical assistance. • Dr. Hank Fien of the Center for Teaching and Learning at the University of Oregon and Dr. Scott Baker of the Center on Research and Evaluation (CORE) at Southern Methodist University have agreed to provide technical assistance in support of developing a strategic plan for Valley High School and the primary feeder middle schools. Both CTL and CORE have extensive experience working directly with schools and school systems in support of adolescent literacy and English Language Acquisition. • This work will yield a strategic direction and focus to include universal (schoolwide) strategies that affect all students as well as structures and strategies to support students who need more intensive support. <p style="text-align: center;">Total anticipated cost: \$13,000 includes staff time, consultant time, and travel.</p>
Anticipated cost: \$13,000	
February – June 2015	<p>Integrated, Interdisciplinary Practices</p> <ul style="list-style-type: none"> • EPIC and Michelle Swanson will work with teacher leaders from each of the High School Inc. programs to assess current efforts against quality program standards established by a number of organizations (High School Inc., National Academies Foundation, Linked Learning, etc.). This initial work will inform a program and professional development plan that will be included in the strategic direction for VHS.

	Total anticipated cost: \$15,000 includes staff time, consultant time, and travel.
	Anticipated cost: \$15,000
Tailored Solutions – Student, Family, and Community Engagement	
March – May 2015	<p>Positive Behavior Intervention Supports</p> <ul style="list-style-type: none"> • EPIC will work with the PBIS team to further enhance existing efforts by <ul style="list-style-type: none"> ○ focusing on developing a shared language specific to both academic and behavioral expectations; ○ incorporating student voice/ownership in maintaining a positive learning culture at VHS; ○ constructing a social marketing campaign (Falcon PRIDE) that extends beyond the school and into the community; ○ applying principles of function-based thinking and prevention-intervention at the individual, classroom, and school as a whole level. <p>Total anticipated cost: \$15,000 includes staff time, six full days of professional and program development on site, and travel.</p> <p>Anticipated cost: \$15,000</p>
February – April 2015	<p>Family Engagement</p> <ul style="list-style-type: none"> • EPIC staff, in partnership with Dr. Charles Martinez at the University of Oregon, will engage in strategic efforts to engage and empower families in support of their students and Valley’s commitment to college and career readiness. Dr. Martinez is a nationally recognized expert and leading researcher on Latino family engagement. • Together we will develop an engagement strategy to be implemented in the 2015-16 school year. <p>Total anticipated cost: \$17,000 includes staff time, consultant time, and travel.</p> <p>Anticipated cost: \$17,000</p>
Tailored Solutions – Organizational Structures, Systems, Alignment, and Leadership	
February – June 2015	<p>Organizational Structures, Systems, and Alignment</p> <ul style="list-style-type: none"> • EPIC will work with Valley staff to identify the various organizational systems supporting student success and engage in a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis to inform potential modifications. Examples may include the development of the Master Schedule, internal and external communication, counseling, and wrap-around service delivery. • EPIC will conduct a literature review and an environmental scan of best practices specific to school structures that align with the values and beliefs of Valley and the intended outcomes identified by the ILT and the staff as a whole. • EPIC will develop a report outlining the SWOT analysis to include recommendations for Valley to consider. <p>Total anticipated cost: \$20,000 includes staff time and travel for at least four, two-day, on-site sessions with staff.</p> <p>Anticipated cost: \$20,000</p>

Strategic Direction, Planning, and Thinking	
February 2015	<p>Strategic Planning Session I</p> <ul style="list-style-type: none"> Session I will focus on identifying and articulating the shared values and beliefs of VHS as well as committing to a handful of shared theoretical frameworks (e.g., the Four Keys to College and Career Readiness model). This session will include a reflection on information collected from the Staff Voice/Aspiration and Student Voice/Aspiration processes articulated previously. <p>Total cost: \$4,000 includes staff time and travel.</p>
March 2015	<p>Strategic Planning Session II</p> <ul style="list-style-type: none"> Session II will focus on the initial data analysis described previously and will include the identification of key elements of Valley's strategic direction. This session will generate the basic infrastructure for the development of a strategic, three-year game plan. <p>Total cost: \$4,000 includes staff time and travel.</p>
April 2015	<p>Strategic Planning Session III</p> <ul style="list-style-type: none"> The developed infrastructure from Session II will be further refined to include specific actions as they relate to the tailored solutions described previously. This will include college and career readiness, curriculum mapping, instructional coaching, adolescent literacy development, culturally responsive practices, and integrated/interdisciplinary teaming. <p>Total cost: \$4,000 includes staff time and travel.</p>
April 2015	<p>Strategic Planning Session IV</p> <ul style="list-style-type: none"> Session IV will focus on the analysis of the organizational structures, systems, and alignment to include specific recommendations for Valley's administrative team and ILT to consider implementing beginning in 2015-16. This work will be included in the developed 3-year strategic plan. <p>Total cost: \$4,000 includes staff time and travel.</p>
May 2015	<p>Strategic Planning Session V</p> <ul style="list-style-type: none"> Valley leadership and EPIC will develop a 3-year strategic plan focused on increasing student achievement through instructional, program, and organizational improvement. This plan will be a culmination of the work outlined above and the first four strategic planning sessions. <p>Total cost: \$4,000 includes staff time and travel.</p>
June 2015	<p>Finalization of Strategic Plan and Commitment to Next Steps</p> <ul style="list-style-type: none"> The leadership team and EPIC will finalize the strategic plan and agree upon next steps for implementation. <p>Total cost: \$4,000 includes staff time and travel.</p>
Anticipated cost: \$24,000	

Total anticipated cost: \$177,000 + \$13,000 (indirect costs) = \$190,000

Key Partners

The following represent external partners whom EPIC will use as consultants over the *next nine months* to support the development of a strategic direction and three-year game plan for Valley High School. As the plan is being developed, EPIC will work to identify key consultants necessary to support the implementation of the developed strategy utilizing other external partners than those listed below. Furthermore, EPIC will work to identify consultants based in Orange County.

- **Michelle Swanson** is committed to helping educators create high-achieving and equitable high schools that feature the best practices in school design and instruction. Michelle and her consulting team bring an array of experience and skills to client partners that range from small charter schools to large urban districts and national high school reform organizations. Michelle taught for 22 years and has provided sustained professional services to schools and districts throughout the U.S., focusing on school design, instructional design and delivery, project-based learning, standards-based assessment, and whole-school reform processes.
- **Gina Biancarosa** is a nationally recognized expert in the measurement of reading processes, reading comprehension and meta representational skill and development, heterogeneity of reading difficulties among struggling readers in grades 4-12, and the measurement and effects of literacy professional development for teaching and learning. She served on the Carnegie Council for Advancing Adolescent Literacy and was the co-author of *Time to Act*, released in September 2009. Gina is an associate professor within the College of Education at the University of Oregon.
- **Charles Martinez** is a clinical psychologist, professor, and department head for the Department of Educational Methodology, Policy, and Leadership at the University of Oregon. Charles directs the Center for Equity Promotion and has focused his research to examine protective factors involved in linking acculturation to behavioral outcomes for Latino families and to test culturally specific intervention for Latino families at risk of behavioral health problems in the U.S. and in Latin America. He is a nationally known consultant on organizational diversity issues, cross cultural research, and community engagement.
- **Scott Baker** is the executive director of the Center on Research and Evaluation (CORE) at Southern Methodist University in Dallas, Texas. His work has focused on the development of assessment and instructional interventions for different groups of students, including English learners and students with learning difficulties, and on how to ensure that effective practices are implemented effectively in school settings.
- **David Conley** is the founder and president of EdImagine Strategy Group. He is also a professor of education policy and leadership and was the founder, chief executive officer, and chief strategy officer of the Educational Policy Improvement Center in Eugene and Portland. Through extensive research and years of work in the field, Dr. Conley and EPIC have identified critical success factors that make up the Four Keys to College and Career Readiness (Four Keys). Dr. Conley is recognized as the thought leader in this area and his Four Keys conceptual framework has been adopted by national organizations such as the College Board, International Baccalaureate, and numerous states and school districts.
- **Sho Shigeoko** joined the Beaverton School District in 2004 as a counselor at Westview High School. Most recently, she has served as the equity coordinator in teaching and learning. Sho is

widely recognized as an expert in cultural competency and culturally responsive practices as well as in Professional Learning Community design and facilitation. Her current responsibilities in Beaverton include district-wide implementation of Avid across 17 secondary sites.

- **Carmen Gelman** is a school administrator with more than nine year of administrative experience at the high school level. Her work at Springfield High School resulted in significant gains in achievement for all students, nearly eliminating achievement gaps for Latino, African-American, and Native American students. She has extensive experience working with social service agencies and working with gang-affected youth, including serving in the role as a community liaison and a juvenile probation officer.

The Four Keys

More than a decade of research has to the development of the Four Keys to College and Career Readiness. Students are ready for college and career to the degree to which they have mastered each of these Four Keys. The keys are Key Cognitive Strategies, Key Content Knowledge, Key Learning Skills and Techniques, and Key Transition Knowledge and Skills.

For more information on the Four Keys Model please visit epiconline.org.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Agile Mind, Inc. and Educational Services for December 10, 2014 through June 30, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Agile Mind, Inc. and Educational Services for January 5, 2015 through June 30, 2015. This agreement seeks to provide a digital teaching and learning system available to all leaders, teachers, and students in Algebra I.

RATIONALE:

Agile Mind, Inc. provides comprehensive mathematics and science programs for intermediate and high schools which dramatically improve student achievement by fostering classrooms that embrace engagement, collaboration, and perseverance. This partnership will support the District's effort to increase student achievement in Algebra I. The program will provide on-site professional development led by highly-experienced educators with on-site and in-class coaching and usage support to help educators successfully enact and get full value from the Agile Mind, Inc. programs. As part of the course program, online job-embedded professional development with day-to-day guides to teaching every course topic will also be offered.

FUNDING:

Bechtel Foundation Funds: \$20,900

RECOMMENDATION:

Approve the consultant agreement between Agile Mind, Inc. and Educational Services for December 10, 2014 through June 30, 2015.

DM:sz



November 20, 2014

Dawn Miller, Assistant Superintendent, Secondary Education
 Michelle Rodriguez, Assistant Superintendent, Elementary Education
 Santa Ana Unified School District
 1601 E. Chestnut Ave.
 Santa Ana, CA 92701

Dear Dawn and Michelle,

Agile Mind is pleased to offer this proposal in support of Santa Ana’s effort to increase student achievement in Algebra I. We believe that in partnership, together we can make a significant impact in this area. This proposal describes the components and services we recommend, provides pricing information, and suggests steps to get started on enacting these impactful solutions.

Agile Mind recommends these programs and services to help the district attain their goals:

Programs and Services	Description
Course programs: <ul style="list-style-type: none"> • School Year Academic Youth Development • Summer Academic Youth Development (See product details in the appendix.)	<ul style="list-style-type: none"> • Digital teaching and learning system available to all leaders, teachers and students • Online, job-embedded professional development, including complete, embedded, day to day guides to teaching every course topic
Private onsite teacher professional development.	Powerful 2 days of professional development led by highly experienced educators.
Advisor sessions (optional)	On-site and in-class coaching and usage support to help educators successfully enact and get full value from the programs. Advisor sessions are scheduled throughout the academic year and customized to meet your local needs.
Technical and engineering support	Responsive Support Technicians ensure that the technical and logistical needs of your teachers, students, and other users are met in a timely way.

Cost Considerations and Timing

Academic Youth Development (Summer and School Year) \$14,500

- Course services for up to 160 students and 4 teachers at 2 campuses Spring semester only - School Year course.
- Course services for up to 160 students and 4 teachers at 2 campuses – Summer Course.
- 2-day private onsite training for up to 15 people.

Advisor visits (recommended but optional)

- 1 advisor session during semester (4 hours onsite) \$2500

In addition to the above, In preparation for potential future work with the Intensified Algebra I program, I would like to offer the following at zero cost:

- **Early teacher access to Intensified Algebra I curriculum and instruction.**
- **Early access to the Algebra I toolkit found in the Summer AYD program.**

Other costs that may be associated with the program. These are not payable to Agile Mind, but mentioned for your budget planning.

- \$150 per classroom for manipulatives



There are a few best practices that we have learned set the stage for a successful experience for your teachers, students, and other stakeholders. As partners with you on this implementation, we will guide these steps but ask that you note these as you consider your commitment:

1. Submit your purchasing paperwork to get started, as described below, well in advance of the desired implementation dates.
2. We will set up and conduct an Implementation Planning and Logistics phone call with your designated project leader.
3. We will schedule, and ask that you ensure faculty attend and participate in the Professional Development Institute.
4. We will roster your students and teachers into the system and set up their online access, based on a file your district submits to Agile Mind in advance of the beginning of the program start date.
5. We ask that your Site Administrators ensure that teachers can be available for Advisor support during the year.

We ask you to ensure principals can be available for occasional briefings and data reviews to help us assure successful implementation, usage, and teacher effectiveness.

Information for placing an order

Signed Agreements or Purchase Orders can be sent to Agile Mind via:

Email: Laurie Mayhan - lmayhan@agilemind.com

Fax: 817.442.8351

Mail:

Agile Mind, Inc.

Attn: "Orders"

1705 W. Northwest Hwy Suite 160

Grapevine, TX 76051

We look forward to working with you to help you, your educators, and your students achieve your goals. If you have any questions or need assistance, please call me at 505.255.2219 (o) or 505.818.8897 (m).

Sincerely,
Denise Hobbs
Regional Vice President

Appendices of Product and Service Information

AGILE MIND COURSE PROGRAMS

All Agile Mind programs include a complete set of tools to help teachers work most effectively and to enable students to take responsibility for their learning:

- Job-embedded professional development with just-in-time support, lesson plans, and high-yield strategies built with the support of teachers
- Rigorous, coherent course curricula built for our next-generation standards, enriched by animations, multiple representations, and simulations of central concepts
- Comprehensive practice, homework, and test preparation resources
- Rich, next-generation formative assessments, many automatically graded
- Real-time data and reports on the progress of effort and learning

More than a decade of research shows that a comprehensive alignment of instructional resources correlates positively and powerfully to student achievement and teacher satisfaction.

Academic Youth Development (AYD) Programs

AYD provides knowledge emerging from the psychological and other learning sciences about how students' mind-sets, motivation, and engagement can be changed to transform the effort they put into school, and, ultimately, their ability to be successful. The family of Agile Mind AYD programs shares these common foundations, and each program aims to increase the number and diversity of students who succeed in STEM courses and in school. AYD programs are tailored to meet the specific needs of its intended audience.

- **Summer-Start AYD** for students and teachers who are preparing for Algebra I in the fall readies students to excel in high school, constructing a positive learning environment for themselves and their peers.
- **School-Year AYD** for students in grades 8–10 and their teachers, taught during advisory and homeroom periods, and after-school programs, equips students with knowledge and strategies to be successful across their school day.

PROFESSIONAL DEVELOPMENT SERVICES

Our model of professional development introduces and sustains high-yield strategies in the use of our programs and tools to increase student engagement and achievement in mathematics. Through this model, our partner schools report significant gains in the number and diversity of students leaving high school ready for college and for the contemporary workplace.

To achieve those objectives with partner schools and districts while accommodating the challenges they face – such as the costs for proven resources, preparation time for teachers, and out-of-class time



for professional development – we design and deliver a mix of services that leverage next-generation technology and in-person support in all of our professional development and support offerings.

Agile Mind Advisory Services (optional)

In addition to institute attendance, teachers participate in customized Advisor sessions during the academic year. An Agile Mind Advisor session supports teachers in successful enactment of the program and is designed to meet their immediate needs.

- Advisors conduct pre-session analyses of school data and collaborate with district or school staff to customize advisor sessions to meet participant needs
- Either by telephone, webinar, or on site (in districts having sufficient teacher participants), Advisors share the experiences of educators in other settings and work with teachers to develop their confidence and their success using Agile Mind course programs
- After each session, Advisors provide to identified district or school leaders a written summary of session activities and outcomes, and recommended next steps to strengthen the implementation
- Advisors also make themselves available by phone and email for ongoing just-in-time support
- Districts seeking additional support can do so by purchasing additional professional services

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Approval of Consultant Agreement Between Andrea Guillaume and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015

ITEM: Consent

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 consultant agreement between Andrea Guillaume and the Beginning Teacher Support and Assessment (BTSA) Induction Program for a one-day service, February 19, 2015. This agreement seeks to have Andrea Guillaume, who is with the BTSA program at Cal State Fullerton, give an overview to BTSA teachers on student engagement.

RATIONALE:

As part of the BTSA's program design to support the professional development of newly-credentialed, beginning teachers this BTSA workshop will provide research and conceptual support for active teaching as a way of increasing student involvement. The overview will connect with the Common Core State Standards, Next Generation Science Standards, 21st Century skills, and teaching English Learners.

FUNDING:

BTSA: \$500

RECOMMENDATION:

Approve the consultant agreement between Andrea Guillaume and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Andrea Guillaume** hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: will provide SAUSD BTSA Induction Program participating teachers with an overview of research and conceptual support for active teaching as a means to increase student engagement. Connections to the CCSS and NGSS, 21st century skills, and teaching English learners will be made.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **February 19, 2015** and will diligently perform as required and complete performance by **February 19, 2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$500.00** and per attached fee schedule.
DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT;

or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONSULTANT:

**Andrea Guillaume
1013 N. Cornell Ave.
Fullerton, CA 92831**

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

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 12th Day of November 2014.

DISTRICT:

CONSULTANT:

By:

By:

Signature

Signature

Stefanie Phillips, Ed.D., CBO

Andrea Guillaume

Printed Name

Printed Name

Deputy Superintendent, Operations

Consultant

Title

Title

December 9, 2014

553-63-2487

Board Approval Date

Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

February 27, 2015	\$ 500.00
	\$
	\$
	\$

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Ruth Yopp-Edwards and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015**

ITEM: **Consent**

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

PREPARED BY: **Judith Barden, Coordinator, BTSA Induction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Ruth Yopp-Edwards and the Beginning Teacher Support and Assessment (BTSA) Induction Program for a one-day service, February 19, 2015. This agreement seeks to have Ruth Yopp-Edwards, who is with the BTSA program at Cal State Fullerton, give an overview to BTSA teachers on student engagement.

RATIONALE:

As part of the BTSA's program design to support the professional development of newly-credentialed, beginning teachers this BTSA workshop will provide research and conceptual support for active teaching as a way of increasing student involvement. The overview will connect with the Common Core State Standards, Next Generation Science Standards, 21st Century skills, and teaching English Learners.

FUNDING:

BTSA: \$500

RECOMMENDATION:

Approve the consultant agreement between Ruth Yopp-Edwards and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Ruth Yopp-Edwards** hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: will provide SAUSD BTSA Induction Program participating teachers with an overview of research and conceptual support for active teaching as a means to increase student engagement. Connections to the CCSS and NGSS, 21st century skills, and teaching English learners will be made.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **February 19, 2015** and will diligently perform as required and complete performance by **February 19, 2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$500.00** and per attached fee schedule.
DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT;

or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONSULTANT:

**Ruth Yopp-Edwards
3707 Tunales Drive
Fullerton, CA 92835**

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

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 12th Day of November 2014.

DISTRICT:

CONSULTANT:

By:

By:

Signature

Signature

Stefanie Phillips, Ed.D., CBO

Ruth Yopp-Edwards

Printed Name

Printed Name

Deputy Superintendent, Operations

Consultant

Title

Title

December 9, 2014

547-06-8122

Board Approval Date

Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

February 27, 2015 \$ 500.00

\$

\$

\$

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Hallie Yopp-Slowik and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015**

ITEM: **Consent**

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

PREPARED BY: **Judith Barden, Coordinator, BTSA Induction**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Hallie Yopp-Slowik and the Beginning Teacher Support and Assessment (BTSA) Induction Program for a one-day service, February 19, 2015. This agreement seeks to have Hallie Yopp-Slowik, who is with the BTSA program at Cal State Fullerton, give an overview to BTSA teachers on student engagement.

RATIONALE:

As part of the BTSA's program design to support the professional development of newly-credentialed, beginning teachers this BTSA workshop will provide research and conceptual support for active teaching as a way of increasing student involvement. The overview will connect with the Common Core State Standards, Next Generation Science Standards, 21st Century skills, and teaching English Learners.

FUNDING:

BTSA: \$500

RECOMMENDATION:

Approve the consultant agreement between Hallie Yopp-Slowik and the Beginning Teacher Support and Assessment Induction Program for February 19, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Hallie Yopp Slowik** hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: will provide SAUSD BTSA Induction Program participating teachers with an overview of research and conceptual support for active teaching as a means to increase student engagement. Connections to the CCSS and NGSS, 21st century skills, and teaching English learners will be made.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **February 19, 2015** and will diligently perform as required and complete performance by **February 19, 2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$500.00** and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT;

or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONSULTANT:

**Hallie Yopp Slowik
211 E. Las Palmas Drive
Fullerton, CA 92835**

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

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 12th Day of November 2014.

DISTRICT:

CONSULTANT:

By:

By:

Signature

Signature

Stefanie Phillips, Ed.D., CBO

Hallie Yopp Slowik

Printed Name

Printed Name

Deputy Superintendent, Operations

Consultant

Title

Title

December 9, 2014

547-06-8105

Board Approval Date

Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

February 27, 2015	\$ 500.00
	\$
	\$
	\$

AGENDA ITEM BACKUP SHEET**December 9, 2014****Board Meeting**

TITLE: Approval of Consultant Agreement Between Education Solutions and Results, LLC and Sierra Preparatory Academy Intermediate School for December 13, 2014 through June 30, 2015

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Education Solutions and Results, LLC and Sierra Preparatory Academy Intermediate School for December 13, 2014 through June 30, 2015. This agreement seeks to provide cross-content area teachers clear-cut teaching of metacognitive (being aware of what you know and don't know, understanding what you will need to know for a certain task, and having an idea of how to use your current skills to learn what you don't know) strategies in order to improve reading comprehension.

RATIONALE:

Education Solutions and Results, LLC professional developments for Sierra Preparatory teachers will aide in increasing student achievement by focusing on:

- Metacognitive Processes: Monitoring, Making Connections, Questioning, Visualizing, Inferring, Determining Importance, and Synthesis
- Mathematical Practices – increasing Depth of Knowledge (DOK)
- Math Common Core State Standards – focused content, unit planning, assessing and monitoring ongoing student achievement
- Formative Assessments – grouping students and targeting instructional focus

FUNDING:

General Funds: \$2,500

RECOMMENDATION:

Approve the consultant agreement between Education Solutions and Results, LLC and Sierra Preparatory Academy Intermediate School for December 13, 2014 through June 30, 2015.

**Sara Nan Woodson/Education Solutions & Results
and Sierra Preparatory Academy in Santa Ana Unified School District, CA
Proposal for Professional Development Services &
Contract for School Year 2014 – 2015**

Item	Description, Explanation, Dates
September 2014 - May 2015	<p>December 2014 – June 2015 6-8 Professional Development Sessions with classroom practitioners will serve to increase student achievement as a result of focusing on the following instructional topics:</p> <ul style="list-style-type: none"> • Metacognitive Processes (1-2 processes selected prior to each session)– Monitoring, Making Connections, Questioning, Visualizing, Inferring, Determining Importance, Synthesis • Mathematical Practices – Increasing Depth of Knowledge (DOK) • Math CCSS – Content focused, unit planning, assessing and monitoring ongoing student achievement • Formative assessments – grouping students and targeting instructional focus; ability grouping vs. achievement grouping <p>Total Possible Days: 6 December 13, 2014 – Inferring and Determining Importance Other PD Days: TBD</p>
School Support and Materials	<ul style="list-style-type: none"> • The school will receive all handouts and presentation materials in advance of the professional development/support and will prepare copies for all session participants. • Additional supplies will be on hand: chart paper, white board, markers, post-it notes, any books to be the focus of the session ordered in advance by the district, data, school improvement plans, etc.
Fees	<ul style="list-style-type: none"> • December 2014 - \$2500 • Additional dates scheduled: Fee to be negotiated but will not be more than \$2000 per day
Cancellation	<ol style="list-style-type: none"> 1. The school/district agrees that if they cancel a scheduled, on-site professional development session within 10 days prior to a scheduled date, they agree to reschedule. 2. If the school/district cancels any scheduled, on-site professional development session within 7 days prior to a scheduled date without rescheduling dates at a future time, then they agree to pay the contracted fees for the scheduled PD day.

Payment	Payment for professional development services and support are due at the conclusion of each session. A Purchase Order will be created within 48 hours after the completion of services for a check to be issued and sent to: Sara Nan Woodson/Education Solutions and Results, LLC FEIN# 26 3909541 SSN# 263 02 8232 22600 East Long Drive Aurora, CO 80016
Consultant/Vendor	<i>Sara Nan Woodson/Education Solutions and Results, LLC cell: 303 570 7653</i> <i>22600 East Long Drive</i> <i>Aurora, CO 80016</i>

Agreement and Signatures

Sara Nan Woodson

Vendor Signature: _____ Date: _____

District Authorization and Approval

Print Name: _____

Position: _____

Signature: _____ Date: _____

AGENDA ITEM BACKUP SHEET**December 9, 2014****Board Meeting**

TITLE: **Approval of Consultant Agreement Between University of California, Irvine Center for Educational Partnerships and Sierra Preparatory Academy Intermediate School for December 17, 2014 Through June 30, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between University of California, Irvine (UCI) Center for Educational Partnerships and Sierra Preparatory Academy Intermediate School for December 17, 2014 through June 30, 2015. This agreement seeks to have the Irvine Math Program (IMP) via the UCI Center for Educational Partnerships, provide professional development for math teachers by developing mathematic strategies incorporating Common Core Standard practices for use in the classroom.

RATIONALE:

IMP will be providing mentoring/coaching support as the Sierra Preparatory teachers take on lead roles in lesson studies which teachers are required to write a performance task for each round of. Teachers will be provided background information on what makes a performance task and keys to writing successful tasks. Furthermore, teachers will also be able to analyze student work produced from the tasks for student thinking, misconceptions, and progress towards mastery. Sierra Preparatory teachers will also be able to observe each other implementing the performance task and analyze the plans.

FUNDING:

Title I: \$13,750

RECOMMENDATION:

Approve the consultant agreement between University of California, Irvine Center for Educational Partnerships and Sierra Preparatory Academy Intermediate School for December 17, 2014 through June 30, 2015.

**Sierra Preparatory Academy
IMP Math PD Proposal 2014-15**

Goals:

- Teachers will collaborate with IMP to write a performance task for each round of lesson study.
- IMP will provide mentoring/coaching support as the Sierra teachers take on leading roles in lesson study.
- IMP will provide background information on what makes something a performance task and keys to writing successful tasks.
- Teachers will observe each other (in person or via video) implementing the performance task and analyze the plans in terms of CALL strategies as well as the math strategies of questioning, student talk, student engagement, closure and alignment of activity to objective.
- Teachers will analyze student work produced from the task for evidence of student thinking, misconceptions and progress towards mastery.
- Teachers will collaborate to revise the performance task based upon observation and student work and then implement a revised lesson.
- Teachers will observe the revised lesson (in person or via video) and analyze the effects of changes made.

Details:

- The proposed work includes 3 cycles of 2 days of work for each of grades 6, 7 and 8 mathematics, following the pattern of Day 1: Choose topic for performance task; write task using Sierra Way Template, integrating CALL and math strategies and develop lesson study research question; Day 2: observe enacted lesson and complete analysis; debrief observation in terms of research question and in light of data collected; refine lesson; observe second teaching of lesson.

Summary of Services to be Provided with Costs

Product/Service	When	Cost
<u>Lesson Study Grade 6- Cycle 1, Two Days</u> -Includes design of PD days, support and resources for performance task development, facilitation of lesson study, content review, materials, photocopies, mileage.	Fall 2014	\$2,500
<u>Lesson Study Grade 6- Cycle 2, Two Days</u> -Includes design of PD days, support and resources for performance task development, mentoring/coaching support for teacher-led lesson study, content review, materials, photocopies,	Winter 2015	\$2,500

mileage.			
<u>Lesson Study Grade 7- Cycle 1, Two Days</u> -Includes design of PD days, support and resources for performance task development, facilitation of lesson study, content review, materials, photocopies, mileage.	Fall 2014		\$2,500
<u>Lesson Study Grade 7- Cycle 2, Two Days</u> -Includes design of PD days, support and resources for performance task development, mentoring/coaching support for teacher-led lesson study, content review, materials, photocopies, mileage.	Winter 2015		\$2,500
<u>Lesson Study Grade 8 - Cycle 1, Two Days</u> -Includes design of PD days, support and resources for performance task development, facilitation of lesson study, content review, materials, photocopies, mileage.	Fall 2014		\$2,500
<u>Lesson Study Grade 8- Cycle 2, Two Days</u> -Includes design of PD days, support and resources for performance task development, mentoring/coaching support for teacher-led lesson study, content review, materials, photocopies, mileage.	Winter 2015		Rescheduled from 2014 contract
Sub-total			\$12500
10% CFEP overhead Tax			\$ 1250
Total			\$13750

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Approval of Consultant Agreement Between Pure Game and Valley High School for January 5, 2015 through June 30, 2015

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Dawn Miller, Assistant Superintendent, Secondary Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Pure Game and Valley High School for January 5, 2015 through June 30, 2015. This agreement seeks to provide improved self-esteem and school involvement of Valley High School students.

RATIONALE:

Pure Game will provide a unique teaching platform that infuses an untraditional style of soccer with a character-building curriculum which specifically targets high school children and their families. The service provided is designed to encourage students to realize their full potential on and off the soccer field. This form of self-esteem building will grow confidence allowing the Valley students to see the importance of self-development. This self-development will lead to improved school attendance and lower involvement in negative neighborhood activities.

FUNDING:

General Funds: \$1,600

RECOMMENDATION:

Approve the consultant agreement between Pure Game and Valley High School for January 5, 2015 through June 30, 2015.

SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING

To: David Richey, Valley High School Principal
From: Pure Game
Date: November 16, 2014

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, Pure Game and Valley High School agree as follow:

RECITALS

- A. Scope of Services: Pure Game will provide a unique teaching platform that infuses an untraditional style of soccer with a character-building curriculum for youth at the school above mentioned. The service we provide is designed to encourage children to realize their full potential on and off the soccer field. This form of building self-esteem will grow confidence in the child allowing them to see the importance of self-development. This in turn will lead to improved school attendance and lower involvement in negative neighborhood activities. This specifically targets high school aged children and their families.
- B. Location: Valley High School of the Santa Ana Unified School District
1801 South Greenville Street Santa Ana, CA 92704
- C. Period of Performance: January 5, 2015 thru June 30, 2015
- D. Compensation: Pure Game will serve up to 20 students for six-week segments. For the school year. Pure Game will operate the program Valley High School will pay a total of \$1600.

Funding to subsidize the program from: The I'Pidrini Foundation

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Capstone and Walker Elementary School for Period of February 2, 2015 through October 30, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Capstone submitted and Walker Elementary School for the period of February 2, 2015 through October 30, 2015.

RATIONALE:

Consultant will facilitate support to teachers in the implementation of myOn Reader program to provide students access to thousands of digital books to improve student achievement.

FUNDING:

Individual school site allocated Title I funding in the amount of \$5,000.

RECOMMENDATION:

Approve the consultant agreement between Capstone and Walker Elementary School for the period of February 2, 2015 through October 30, 2015.



Order Acceptance Form
Walker Elementary School
October 7, 2014

System Requirements
All Capstone Digital software has minimum and recommended system requirements. By ordering the software, you acknowledge that you have read and understand the system requirements, and that it is your responsibility to fulfill them. Capstone Digital retains the right to update the requirements document from time to time, and you agree to comply with them as updated. You also confirm that all buildings and / or sites included in this order are in full compliance of the system requirements.
Professional Services
Professional Services included in your order are described in a separate statement of work, which outlines your roles and responsibilities in support of Capstone Digital Professional Services. Your support is critical to the successful delivery of these services.
Terms and Conditions
Your purchase of licensing rights to software and/or professional services contained in this order is subject to Capstone Digital license terms and conditions, which are attached. This order and any documents it incorporates (including the Standard Terms and documents it references) form the entire agreement between you and Capstone Digital about your purchase.
Purchase Order
You acknowledge that this agreement is non-cancellable, and you will submit a purchase order for the full amount of the order. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this order. You acknowledge that any terms and conditions in your purchase order or any other documents you provide are superseded by the terms and conditions of this agreement.

Acceptance	
Capstone Digital has presented this proposal to you as an offer to contract under the terms and conditions of this agreement, including the standard terms. The signing and submitting of this proposal to Capstone Digital will constitute your acceptance to contract on these terms and conditions; this offer will expire 30 days after the date of proposal, unless we withdraw or extend the offer in writing. Please have your authorized representative sign in the space below to accept this offer and confirm the agreement.	
Signature	
Name	Mariana Garate
Title	Principal
Date	11/13/14

Quote Valid for 30 days



Price Proposal/Order Form
Walker Elementary School
October 7, 2014

Capstone Publishers, Inc, dba Capstone Digital							
1710 Roe Crest Drive Mankato, MN 56003 Phone: (888) 728-1266 Fax: (888) 262-0705 Email: customerservice@capstonedigital.com							
Customer Billing Information							
Attention: Mariana Garate Walker Elementary School 811 E Bishop Street Santa Ana, CA 92701							
Products and Services							
Item #	Description	License			Sites	Price (per building / year)	Total Price
		Period	Term Start	Term End			
CDL500112	myON reader subscription- Walker Elementary School	1 year	10/30/2014	10/30/2015	1	\$6,950.00	\$6,950.00
CDL504102	myON reader professional development onsite	1 year	10/30/2014	10/30/2015	1	\$2,000.00	\$2,000.00
Subtotal:							\$8,950.00
myON partnership discount:							-\$1,950.00
Sales Tax:							\$0.00
Total:							\$7,000.00
Start Dates							
Unless otherwise specified in this order form, the renewal date for your license(s) will be:							
»Renewal: the day following expiration of the prior license term							
»New License: 30 days after receipt and acceptance of the signed Purchase Order							
After we have accepted your purchase order, we will confirm the applicab'e start date.							
Services							
Any service offering that is not used during the applicable year may not be carried over or used in subsequent years.							
Invoice and Payment Terms							
The Capstone Digital invoice will be sent upon receipt of your purchase order. Payment of entire amount is due 30 days from your invoice date.							
Order Notes							

Quote Valid for 30 days

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Inside the Outdoors School Program and Washington Elementary School for Period of December 11, 2014 through June 30, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement with Inside the Outdoors School Program and Washington Elementary School for the period of December 13, 2014 through June 30, 2015.

RATIONALE:

Consultant will provide a one hour lesson to fourth grade students with hands-on experience in science in the area of Life Science.

FUNDING:

Individual school site allocated Title I funding in the amount of \$876.

RECOMMENDATION:

Approve the consultant agreement between the Inside the Outdoors School Program and Washington Elementary School for the period of December 11, 2014 through June 30, 2015.

1 AGREEMENT NUMBER: 70126

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2014 - 2015

6 This AGREEMENT is hereby entered into this 1st day of September,
7 2014, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Santa Ana Unified School District, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
14 seventy-five (75) minute Inside the Outdoors - School Program,
15 hereinafter referred to as PROGRAM, more specifically described in
16 Exhibit "A", which is attached hereto and incorporated by reference
17 herein.

18 2.0 This AGREEMENT shall be in full force and effect for the period
19 commencing September 1, 2014 and ending August 31, 2015. This
20 AGREEMENT must be fully executed by the Parties and be on file with
21 the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

22 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
23 declares that no student has been denied the opportunity to
24 participate in the PROGRAM because of the inability to pay the
25 required fee. DISTRICT has made every effort to acquire the
financial support from fund-raising efforts, parents, and the

1 community to assist those students who are unable to pay the required
2 fee.

3 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
4 school(s) pursuant to Exhibit "A".

5 5.0 DISTRICT shall provide one (1) certificated employee to
6 participate in the PROGRAM with each group of 25-30 students.

7 5.1 All participating certificated employees and adult aides,
8 in cooperation with the PROGRAM staff, shall be expected
9 to take an active role in the supervision of students.

10 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
11 day (approximately one hundred twenty (120) students), the additional
12 classroom(s) may be scheduled to participate on another day.

13 7.0 DISTRICT shall be responsible for the supervision and care of
14 its students. DISTRICT shall also be responsible for the actions of
15 its students and employees while participating in the PROGRAM.

16 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
17 County Superintendent of Schools, the Orange County Board of
18 Education, and its officers, agents, and employees from any and all
19 claims for damages resulting from the acts or omissions of DISTRICT,
20 its officers, agents, employees, and students with respect to the
21 Inside the Outdoors - School Program.

22 SUPERINTENDENT shall hold harmless, defend, and indemnify the
23 DISTRICT, its Governing Board, officers, agents, employees, and
24 students from any and all claims for damage resulting from the acts
25 or omissions of the Orange County Superintendent of Schools, the

1 Orange County Board of Education and its officers, agents, and
2 employees with respect to the Inside the Outdoors - School Program.

3 9.0 Any notice of cancellation by DISTRICT must be received in
4 writing by SUPERINTENDENT at least twenty (20) business days,
5 excluding holidays, prior to the scheduled PROGRAM date. In the
6 event of a cancellation, the DISTRICT is responsible to find an
7 equivalent replacement no later than ten (10) business days prior to
8 the cancelled program date; SUPERINTENDENT may also attempt to find
9 an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT
10 is unable to find an equivalent replacement, DISTRICT will be charged
11 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
12 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
13 DISTRICT'S School may be charged an additional fee of Seventy-five
14 dollars (\$75.00).

15 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
16 more specifically described in Exhibit "A", which is attached hereto
17 and incorporated by reference herein. Payment shall be based on the
18 number of students that actually attend, but no less than ninety
19 percent (90%) of the number of students identified in Exhibit "A".

20 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
21 requirement is ninety percent (90%) of the contracted number of
22 students, and is paid by sponsorship. If the number of students who
23 attend is less than ninety percent (90%) of the contracted enrollment
24 number, SCHOOL will be charged a per student fee for all students
25 that fall below ninety percent (90%).

1 10.1 A day of participation is defined as a student being
2 present during any part of a scheduled PROGRAM day.

3 10.2 Should the scheduled attendance from any given school in a
4 DISTRICT change by more than ten percent (10%), the
5 DISTRICT shall inform SUPERINTENDENT in writing at least
6 twenty (20) business days prior to the first (1st) day of
7 attendance.

8 10.3 Schools may be charged an additional transportation fee of
9 \$35.00 - \$125.00 per day.

10 11.0 Full payment of fees by DISTRICT must be received by
11 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
13 resulting from unreasonable wear or abuse to property and/or
14 equipment caused by its students and/or teachers participating in the
15 PROGRAM.

16 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 17604, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - School Program during the term of AGREEMENT.

21 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
22 by either party to the other, shall be in writing and given either
23 by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. As of the
4 date of this AGREEMENT, the addresses of the parties are as follows:

5 DISTRICT: Santa Ana Unified School District
6 1601 East Chestnut Ave
7 Santa Ana, California 92701
8 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
11 P.O. Box 9050
12 Costa Mesa, California 92628-9050
13 Attn: Patricia McCaughey

14 15.0 In the interest of public health, SUPERINTENDENT provides a
15 tobacco-free environment. Smoking or the use of any tobacco products
16 are prohibited in buildings and vehicles, and on any property owned,
17 leased or contracted for by the SUPERINTENDENT pursuant to
18 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
19 this policy could result in the termination of this AGREEMENT.

20 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
21 unlawful discrimination in employment of persons because of race,
22 color, religious creed, national origin, ancestry, physical handicap,
23 medical condition, marital status, or sex of such persons.

24 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
25 construed and entered into in accordance with the laws of the State
of California, through California state courts with venue in Orange
County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 20.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: October 28, 2014

School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
Washington (SAUSD)	TRAVELING SCIENTIST 2 -	12/11/2014	12/4/2014	4	146	\$6.00	AMAZING ANIMALS
Washington	Mileage	12/11/2014				no charge*	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

AGENDA ITEM BACKUP SHEET**December 9, 2014****Board Meeting**

TITLE: Approval of Consultant Agreement Between Discovery Cube and Harvey Elementary School for Period of January 16, 2015 through January 23, 2015

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Discovery Cube and Harvey Elementary School for the period of January 16, 2015 through January 23, 2015.

RATIONALE:

Consultant will provide two assemblies for 4th and 5th grade students. One on “Watts Current” that will offer students real life science application supporting Physical Science. The other one on “Reaction Lab” that will offer students experimentation with solutions that give a cause and effort result.

FUNDING:

Parent Teacher Association funding in the amount of \$650.

RECOMMENDATION:

Approve the consultant agreement between Discovery Cube and Harvey Elementary School for the period of January 16, 2015 through January 23, 2015.



LA OC

DiscoveryCube

Part of the Discovery Science Foundation

Discovery Cube
2500 North Main Street
Santa Ana, CA 92705
Phone 714-913-5030
Fax 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking an **Assembly** program with Discovery Cube. Please take a moment to ensure that all the information below regarding your event and contact information is correct, and return a signed copy of this confirmation within 48 hours of 11/03/14.

Contact Information

Kathleen Calderon
Harvey (Carl) Elementary School
1635 South Center Street
SANTA ANA, CA 92704
(714) 479-4200

Reservation Details

Order Number: 98324

Program Location: MPR/Library

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Total
1	OR ASSEMBLY CHARGE	WATT'S CURRENT	4/5	01/16/15	10:30 AM	325.00	325.00
120	OR ASSEMBLY CHILD	WATT'S CURRENT	4/5	01/16/15	10:30 AM	0.00	0.00
Total							325.00
Payments							0.00
Balance Due							325.00

Payments: A \$120.00 non-refundable deposit is required within one week of 11/03/14 to hold your reservation. The remaining balance is due within one week after 01/16/15, unless a purchase order has been previously submitted. If you are using a purchase order, please email it to ajacobson@discoverycube.org

If there is an overpayment for your program, we will credit it to your account for use toward a future program.

Requirements: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room.** The instructor cannot move from classroom to classroom. **All programs must be held indoors.**

Your coordinator will provide you with the specific set-up requirements for each program. Assemblies can accommodate up to 150 students per session.

Please sign and return this page to Discovery Cube within 48 hours of 11/03/14.

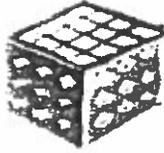
By signing below, I acknowledge and agree with all the above.

Contact: Kathleen Calderon

Signature: Kathleen Calderon

Date: 11/12/14

November 3, 2014



LA OC

DiscoveryCube

Part of the Discovery Science Foundation

Discovery Cube
2500 North Main Street
Santa Ana, CA 92705
Phone 714-913-5030
Fax 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking an **Assembly** program with Discovery Cube. Please take a moment to ensure that all the information below regarding your event and contact information is correct, and return a signed copy of this confirmation within 48 hours of **11/03/14**.

Contact Information

Kathleen Calderon
Harvey (Carl) Elementary School
1635 South Center Street
SANTA ANA, CA 92704
(714) 479-4200

Reservation Details

Order Number: 98325

Program Location: MPR/Library

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Total
1	OR ASSEMBLY CHARGE	REACTION LAB	4/5	01/23/15	10:30 AM	325.00	325.00
120	OR ASSEMBLY CHILD	REACTION LAB	4/5	01/23/15	10:30 AM	0.00	0.00
Total							325.00
Payments							0.00
Balance Due							325.00

Payments: A \$120.00 non-refundable deposit is required within one week of **11/03/14** to hold your reservation. The remaining balance is due within one week after **01/23/15**, unless a purchase order has been previously submitted. If you are using a purchase order, please email it to ajacobson@discoverycube.org

If there is an overpayment for your program, we will credit it to your account for use toward a future program.

Requirements: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room**. The instructor cannot move from classroom to classroom. **All programs must be held indoors.**

Your coordinator will provide you with the specific set-up requirements for each program. Assemblies can accommodate up to 150 students per session.

Please sign and return this page to Discovery Cube within 48 hours of **11/03/14**.

By signing below, I acknowledge and agree with all the above.

Contact: Kathleen Calderon

Signature: Kathleen Calderon

Date: 11/12/14

November 3, 2014

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Orange County Department of Education and Romero-Cruz Elementary School for Period of December 10, 2014 through June 18, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between the Orange County Department of Education and Romero-Cruz Elementary School for the period of December 10, 2014 through June 18, 2015.

RATIONALE:

Consultant will provide professional development, co-planning, and co-teaching as well as either direct services designed to support student achievement.

FUNDING:

Individual school site allocated Title I funding in the amount of \$4,200.

RECOMMENDATION:

Approve the consultant agreement between Orange County Department of Education and Romero-Cruz Elementary School for the period of December 10, 2014 through June 18, 2015.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

To: Erica Graves
Administrator, Romero-Cruz Elementary School
Santa Ana Unified School District

From: Tracey Gaglio
Orange County Department of Education
Coordinator, Services for English Learners and Specialized Instruction
teaglio@ocde.us

Date: November 17, 2014

RE: English Learner Support

The purpose of this memo is to outline details for potential professional development services to be provided to Romero Cruz Elementary School staff.

Description of Proposed Services: OCDE staff will provide professional development, co-planning/co-teaching as well as other direct services designed to support EL achievement at Romero Cruz Elementary School. Rates for proposed services are outlined below:

6 hour session on a Saturday OR
2-3 three hour session (after school) \$600.00

6 Coaching Days (all-day sessions)

- February: 2 days (1 day for each grade level 4-5)

\$600.00 per day (2 days) = \$1200.00

- March: 1 day
- April: 1 day
- May: 1 day
- June: 1 day

\$600.00 per day (4 days) = \$2400.00

Total Cost of Proposed Services: \$4200.00

Please note that this is a draft proposal for services and each item is flexible or may be adjusted to meet the sites specified needs.

Once a final proposal is agreed upon, OCDE will prepare the formal consulting agreement/contract.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Consultant Agreement Between Parent Institute for Quality Education and Kennedy Elementary School for Period of January 20, 2015 through March 17, 2015**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Parent Institute for Quality Education (PIQE) and Kennedy Elementary School for the period of January 20, 2015 through March 17, 2015.

RATIONALE:

Consultant will recruit and provide training for parents. PIQE will provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony. The training is designed to develop skills and techniques which will enable parents to address educational needs of their school-aged children.

FUNDING:

Individual school site allocated Title I funding in the amount of \$5,400.

RECOMMENDATION:

Approve the consultant agreement between PIQE and Kennedy Elementary School for the Period of January 20, 2015 through March 17, 2015.



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Principal Ms. Carol Muse
From: Mr. Albert Rodriguez, Executive Director
Date: September 12, 2014

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Santa Ana Unified School District agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: Kennedy Elementary 1300 E. McFadden Ave. Santa Ana. CA 92705
- C. Period of Performance: Jan 20th - March 17, 2015

Compensation: \$ 90 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5,400 should there be less than 60 parent graduates in a Spanish class, and a flat fee of \$ 1500 for any additional class in another language should there be less than 15 parent graduates.

School funding from: _____

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Kennedy Elementary School under the terms and conditions noted.

Carol Muse
Ms. Carol Muse, Principal

11/17/14
Date

Parent Institute Representative: Albert Rodriguez
Albert Rodriguez, Executive Director PIQE

Now Anything is Possible!

2670 N. Main St. Suite 370, Santa Ana, Ca 92705
Telephone: 714-540-9920 Fax: 714-540-9926
www.piqe.org

AGENDA ITEM BACKUP SHEET
December 9, 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 29, 2014 through November 18, 2014**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval/ratification of the listing of agreements/contracts with Santa Ana Unified School District and various consultants submitted for the period of October 29, 2014 through November 18, 2014.

RATIONALE:

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

The attached list identifies various consultants that will provide services at no cost to the District.

FUNDING:

No cost to the District

RECOMMENDATION:

Approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of October 29, 2014 through November 18, 2014.

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
December 9, 2014

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
1.	Discovery Cube	Garfield Elementary School: Will provide K-5 grade students science related to the three sources of water, the water cycle, and water conservation. Students will be engaged and participate in enriching their science experiences. This will increase their background, content knowledge, academic language, literacy skills, and accelerate their English Language Development.	January 15, 2015 through March 17, 2015		No Cost to the District	N/A
2.	Johnny Mercer Foundation	Garfield Elementary School: Will provide four 45 minutes song writing and music history lessons correlated to the California VAPA State Standards.	January 9, 2015 through March 13, 2015		No Cost to the District	N/A
3.	Discovery Science Foundation	Madison Elementary School: Will provide two 1-hour assemblies for K-6 grade students. The program is a hands-on water usage that focuses on acids, basis chemical reactions, and surfactants. Students make their own biodegradable laundry detergent. At no cost to the District.	February 20, 2015 through February 27, 2015		No cost to the District	N/A

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES

Submitting Division: Educational Services

December 9, 2014

Page 2

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
4.	Latino Health Access	Head Start: Will provide an educational workshop for parents and caregivers. Workshops will be held for two hours each week over the course of four weeks. Through these workshops, 30-40 parents will learn not to maintain and improve their family's mental health, as well as learn positive discipline.	December 10, 2014 through June 30, 2015		No Cost to the District	N/A
5.	Rancho Santiago Community College	Head Start: Will ensure that Early Head Start children transition as smoothly as possible into SAUSD Head Start centers. The Partnering Agency and the SAUSD's Head Start Office will strive to ensure that the transition process is the most beneficial possible for each child and his/her family.	December 10, 2014 through June 30, 2015		No Cost to the District	N/A

AGENDA ITEM BACKUP SHEET
December 9, 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: December 9, 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	303517	Saddleback/12	C	2A	Community Day HS	12/09/15
2	332498	Valley/12	C	2A	Community Day HS	12/09/15
3	315760	Valley/10	B	2	Community Day HS	06/18/15

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
December 9, 2014

Board Meeting

TITLE: **Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies 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 Individualized Education Programs (IEP) services for students with disabilities. These students require services that address academic, social-emotional, and other unique needs as identified in their IEPs. The IEP teams recommended placement at a nonpublic school and/or a nonpublic agency for services as necessary, pursuant to an IEP or settlement agreement.

RATIONALE:

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

FUNDING:

Special Education: Not to exceed \$33,441

RECOMMENDATION:

Approve the 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: December 9, 2014

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
367981	\$33,441	Approach Learning and Assessment Centers dba Olive Crest Academy

AGENDA ITEM BACKUP SHEET
December 9, 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 \$5,300

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: December 9, 2014

Student ID#:	Amount:	Expenditure:	Parent of:
327074	\$ 700	Mileage	327074
336985	\$4,600	Attorney Fees	336985

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Orange County Department of Education Safe Schools and Support Services for Gang Prevention and Intervention Support for 2014-15 School Year**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Memorandum of Understanding with the Orange County Department of Education (OCDE) Safe Schools and Support Services for gang prevention and intervention services and support for the remaining 2014-15 school year. Services will be provided to students in need of Tier 2 and Tier 3 PBIS interventions. At-risk students will participate in a range of services that include life skills groups, developing honor codes and Services have been requested by Century, Santa Ana and Valley High schools, Lathrop, McFadden, Spurgeon and Willard Intermediates and Lowell and Pio Pico Elementary Schools.

RATIONALE:

Through PBIS, the OCDE Safe Schools and Support Services will provide gang prevention and intervention support services and related consultation with students, school administration, and parents at designated school sites.

Gang Prevention and Intervention support includes but is not limited to the following:

- Interventions for at-risk adolescent students needing support, mentoring, life skills development and coaching
- Weekly gang prevention and intervention workshops and groups for youth
- Restorative Justice practices including El Joven Noble curriculum which is a rites of passage character development program targeting the reduction and prevention of substance abuse, youth violence, community violence, and to increase the ability of youth to act in a responsible and respectful way in reference to their relationships.
- One-on-one intervention and group mediation related to gang conflicts and/or other concerns for campus safety at targeted transformational schools.
- Incentive-based programs to reduce gang-related violence, drug use, and bullying.
- Intervention team will be available and will work in full consultation with school administration.
- Gang intervention experts, consultants, speakers, and resources specialist from partner agencies will be utilized to address the needs of youth.

- Follow-up with participants to recognize positive behavioral changes with Youth Development Opportunities, such as: special events, field trips, Life Skills workshops, etc to students who successfully complete the Intervention programs.
- Field trips and youth development activities are offered as incentives for participation.
- Behavior Interventionists will provide students struggling with Tier 2 behaviors with paraprofessional counseling, coaching, mentoring and other support services
- Facilitate student support groups on topics like: Anger management & social skills.
- Provide referrals for medical, dental, employment, shelter, health insurance, child abuse prevention, food, financial assistance, and substance abuse services to the students and families and community based services.
- Bring in Community Partners to provide needed resources to students and families on-site (ex. weekly food backpacks for homeless families, basic needs, hygiene kits, new or gently used clothes, shoes, tutoring services, etc.)
- Mental Health Clinicians will develop appropriate mental health services based on student and school site needs.
- Provide suicide assessments, psychiatric referrals, and crisis response services as needed.

FUNDING:

These services have been requested by the nine referenced schools. The total cost of \$160,907 is being provided from their discretionary LCAP budgets.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Orange County Department of Education Safe Schools and Support Services for gang prevention and intervention support for the 2014-15 school year.



Proposal: Gang Prevention/Intervention Team

Orange County Department of Education/Safe Schools & Support Services
 Santa Ana Unified School District (SAUSD) 2014 - 2015



Positions	Gang Prevention & Intervention Services (including Mediation)	
<p>Gang Intervention Specialist & Consultants</p> <p>(PBIS Tier 2 and Tier 3 Intervention)</p>	<ul style="list-style-type: none"> • Interventions for at-risk adolescent students needing support, mentoring, life skills development and coaching • Weekly Gang Intervention workshops and groups for youth; El Joven Noble curriculum is a rites of passage character development program targeting the reduction and prevention of substance abuse, youth violence, community violence, and to increase the ability of youth to act in a responsible and respectful way in reference to their relationships. • Support Circles is a teaching format for ongoing healing and support of students as part of assisting youth with character development. • One-on-one intervention and group mediation related to gang conflicts and/or other concerns for campus safety at targeted transformational schools. • Incentive-based programs to reduce gang-related violence, drug use, and bullying. • Prevention and Intervention mediation services related to gang-related bullying and cyber-specific bullying. • Intervention team will be available and will work in full consultation with school administration. • Gang intervention experts, consultants, speakers, and resources specialist from partner agencies will be utilized to address the needs of youth. • Follow-up with participants to recognize positive behavioral changes with Youth Development Opportunities, such as: special events, field trips, Life Skills workshops, etc to students who successfully complete the Intervention programs. • Field trips and youth development activities are offered as incentives for participation. • Intervention Team will also provide staff development workshops and other Youth Development services between mediation. 	<p>Century High School</p> <p>Santa Ana High</p> <p>Lathrop Intermediate</p> <p>Spurgeon Intermediate</p> <p>Willard Intermediate</p> <p>\$11,500 x 5 schools from January through June 2015</p> <p>\$5500 x 1 school from January through June 2015</p> <p>McFadden Intermediate</p>
<p>Behavior Interventionists</p> <p>(PBIS Tier 2 and Tier 3)</p>	<ul style="list-style-type: none"> • Provide students with behavior interventions in addition to the services listed above • Provide students struggling with Tier 2 behaviors with paraprofessional counseling, coaching, mentoring and other support services 	<p>Valley High School</p> <p>\$24,500 x 2 FTE x 1 school x 6 months from January through June (\$49,000)</p>



Proposal: Gang Prevention/Intervention Team

Orange County Department of Education/Safe Schools & Support Services
 Santa Ana Unified School District (SAUSD) 2014 - 2015

<p>1 FTE Mental Health Clinician (MHC)</p>	<ul style="list-style-type: none"> • Provide school-based individual, group, and family therapy (with in-home visits as needed). • Develop appropriate mental health services based on student and school needs. • Provide suicide assessments, psychiatric referrals, and crisis response services as needed. • Facilitate student support groups on topics like: Anger management & social skills. • Provide referrals for medical, dental, employment, shelter, health insurance, child abuse prevention, food, financial assistance, and substance abuse services to the students and families and community based services. • Bring in Community Partners to provide needed resources to students and families on-site (ex. weekly food backpacks for homeless families, basic needs, hygiene kits, new or gently used clothes, shoes, tutoring services, etc.). • Conduct Classroom Observations (as needed). Participate in Staff, COST & SST meetings. 	<p>\$27,216 (including benefits)</p> <p>.5 FTE @Lowell Elementary from January through June</p> <p>.5 FTE @Pio Pico Elementary from January through June</p>
<p>Miscellaneous Support</p>		
<p>Safe Schools & Support Services will provide calendars, sign-in sheets, year-end reports, and other program performance information as requested</p>		
<p>Total includes cost for key personnel, support services, and supplies necessary for effective and successful services and programming</p>		
<p>Safe Schools & Support Services Administration will attend district and site level meetings to provide information on services, updates, and input on projects</p>	<p>In Kind</p>	
<p>Supplies/Mileage for Gang Interventionists</p>	<p>In Kind</p>	
<p>Special incentives and/or events (i.e. pizza parties, awards etc) to students who successfully complete the Gang Intervention program.</p>	<p>\$8,000.00</p>	
<p>Subtotal</p>	<p>\$147, 216.00</p>	
<p>Indirect</p>	<p>\$13,691.00</p>	
<p>Total Cost</p>	<p>\$160,907.00</p>	

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Memorandum of Understanding with Santa Ana Boys and Men of Color**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a Memorandum of Understanding (MOU) with the Santa Ana Boys and Men of Color (BMOC) in order to develop Restorative Justice practices at pilot sites in the District. The Santa Ana Boys and Men of Color will provide a culturally competent restorative justice curriculum, *Joven Noble (Noble Youth)* for students in need of interventions. Additionally, Boys and Men of Color will co-facilitate Restorative Justice Circles at targeted school sites in partnership with the District School Climate Program Specialist. The pilot schools include McFadden, Spurgeon, and Willard Intermediate schools and Valley High School. This agreement will automatically renew annually unless terminated upon the request of either party.

RATIONALE:

Services from Santa Ana Boys and Men of Color align with LCAP Goal 3.5 which describes the District's commitment to increase restorative justice strategies.

FUNDING:

There is no cost to the District associated with this MOU. Boys and Men of Color are supported by Charitable Ventures of O.C. and provide the services described in the MOU's Scope of Work at no charge to the District.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Santa Ana Boys and Men of Color.

MEMORANDUM OF UNDERSTANDING

SANTA ANA BOYS AND MEN OF COLOR AND SAUSD

This Memorandum of Understanding (“MOU”) is entered into between Santa Ana Boys and Men of Color (BMOC) Fiscally sponsored by Charitable Ventures O.C. (“Provider”) and the Santa Ana Unified School District (“District”) to memorialize the terms under which Provider and the District have agreed to work together to deliver services to students and general community residents within the District.

- 1. Term.** This MOU is effective for a one-year period beginning December 10th, 2014 and will automatically renew for an additional one-year period on each successive December 10th, unless a party notifies the other party in writing before November 10th of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
 - 2. Services.** The services to be rendered by Provider (“Services”) are described in the Scope ¹of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to general community residents and students (“Students”), who have requested and qualified to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
 - 3. Qualifications.** Provider certifies that staff and or trainees providing the Services are adequately trained and prepared according to prevailing professional standards for providing the Services and the personnel providing clinic and or counseling services are appropriately licensed, credentialed, certified, or otherwise legally qualified.

 - a.** Before beginning any work on a school site and/or with students, Provider’s staff will have completed fingerprint clearances through the Department of Justice (“DOJ”). Proof of clearances will be made available to District upon request.
 - 4. District’s Obligations.** The District will facilitate delivery of the Services by:

 - a.** Making announcements, as appropriate, to Students sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
 - b.** Distributing Provider’s printed applications, consent forms, or similar paperwork, at appropriate times.
 - c.** Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and
-

delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.

- d.** Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
 - e.** Cooperating with Provider's management and staff to accomplish the objectives of this MOU.
- 5.** **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
- 6.** **Payment.** Services will be provided at no cost to Students and families of the district.
- 7.** **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.
- 8.** **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.
- 9.** **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
- 10.** **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District general

community residents. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.

- 11.** **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
- 12.** **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
- 13.** **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, gender identity or expression, national origin, age or disability in employment or in the delivery of Services hereunder.
- 14.** **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
- 16.** **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.
- 17.** **Dispute Resolution.** In the event any problems or conflicts arise in the course of the Services, the authorized representative of the District and the Provider shall, under best faith, work together to accomplish an effective resolution. If no agreeable resolution is attained, the only recourse shall be termination of this MOU.

Scope of Work

**Santa Ana Boys and Men of Color,
Fiscally Sponsored by
Charitable Ventures of O.C.**

Abraham Medina, Project Director

**Ignacio Rios, Youth Engagement
Coordinator**

- **Coordinate with the District and the National Compadres Network to coordinate future Joven Noble trainings to increase the number of facilitators from within SAUSD and from within the community.**
- **Co-facilitate Restorative Justice circles/programs at targeted school sites, as requested**
- **Serve as community partner representative on the SAUSD School Climate Committee**
- **Provide technical assistance to develop Restorative Justice pilot sites or programs**
- **Provide linkages and referrals to students for specialized services upon need and request**
- **Collaboratively work with SAUSD Program Specialist for Restorative Justice**
- **Refer students to Restorative Justice Summer camp**
- **Will provide parent permission slips for each student participant**

**Doreen Lohnes, Assistant Superintendent
Heidi Cisneros, Executive Director, PSS
Sonia Llamas, Director School Climate**

**School Administrators and other
representative staff,
Santa Ana Unified School District
(SAUSD)**

- SAUSD will provide liaison between designated school sites and their administrators and Provider to facilitate communication and implementation in a timely manner.
- May put Provider on the agenda for Parent Conferences in March 2015
- Shall collaborate with Provider to schedule dates, locations and determine most appropriate school sites for each service.
- May provide appropriate and designated spaces, facilities, and personnel needed to implement programs at no-cost or low cost. This includes but is not limited to gymnasiums, multi-purpose rooms, open fields, classrooms and personnel such as custodians.
- May provide printed materials in order to meet the goals set forth in this agreement.
- Shall provide parking spaces for staff and volunteers.
- Shall ensure all services and sites are mutually agreed upon by SAUSD and Provider.
- Collaborate on development of new programs and services

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

PROVIDER:

Santa Ana Boys and Men of Color (BMOC)
1505 East 17th Street
Santa Ana, CA 92701

DISTRICT:

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

By: _____

Abraham Medina, Project Director
Santa Ana Boys and Men of Color

By: _____

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

Charitable Ventures of O.C.

Dated: _____

Dated: _____

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of October 29, 2014 through November 18, 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 29, 2014 through November 18, 2014.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of October 29, 2014 through November 18, 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 29, 2014 through November 18, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: November 14, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Purchase Order Summary: From 29-OCT-2014 Through 18-NOV-2014

Fund 01 General Fund	\$13,983,041.77
Fund 12 Child Development	\$1,311.80
Fund 13 Cafeteria Fund	\$140,931.88
Fund 14 Deferred Maintenance Fund	\$90,183.53
Fund 25 Capital Facilities Fund	\$7,191.18
Fund 29 Measure G	\$202,793.25
Fund 35 County School Facilities Fund	\$1,361,565.00
Fund 40 Special Reserve Fund	\$3,396,601.27
Fund 49 Capital Project Fund for Blended Component Units (CFD)	\$6,763.25
Fund 68 Workers' Compensation	\$16,174.89
Fund 81 Property & Liability	\$50,777.78
Grand Total:	\$18,132,263.27

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

BOARD OF EDUCATION

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

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 01 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310006	AT&T			
Unrestricted	Landline/Internet	DISTRICTWIDE		\$219,163.50
Discretionary				
Accounts				
310135	WAXIE SANITARY SUPPLY			
Unrestricted	Grounds	BUILDING SERVICES		\$68,900.00
Discretionary	Maintenance			
Accounts	Supplies			
310222	TWINING CONSULTING, INC.			
Fund 40 QZAB Solar	Building Lab Tests	CENTURY HIGH SCHOOL		\$67,561.74
Energy Savings 2012	Construction			
310874	TWINING CONSULTING, INC.			
Fund 40 QZAB Solar	Building Lab Tests	CARR INTERMEDIATE		\$51,269.28
Energy Savings 2012	Construction	SCHOOL		
311168	CS & ASSOCIATES, INC.			
Measure G Series E	Labor Compliance	FRANKLIN ELEMENTARY		\$17,740.00
	Program Costs	SCHOOL		
Measure G Series E	Labor Compliance	WILSON ELEMENTARY		\$16,591.50
	Program Costs	SCHOOL		
Measure G Series E	Labor Compliance	KING ELEMENTARY		\$15,606.00
	Program Costs	SCHOOL		
311755	WAXIE SANITARY SUPPLY			
Unrestricted	Custodial Supplies	BUILDING SERVICES		\$231,132.64
Discretionary				
Accounts				
311767	WAXIE SANITARY SUPPLY			
Unrestricted	Custodial Supplies	BUILDING SERVICES		\$79,044.63
Discretionary				
Accounts				
311768	WAXIE SANITARY SUPPLY			
Unrestricted	Custodial Supplies	BUILDING SERVICES		\$118,543.00
Discretionary				
Accounts				
312708	FOLLETT SCHOOL SOLUTIONS, INC.			
Lottery:	Textbooks	STATE TEXTBOOKS		\$48,156.25
Instructional				
Materials				

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 02 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
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	\$30,282.00
Grants Low-Income	Supplies/Software	INTERMEDIATE SCHOOL	
312921	AREY JONES EDUCATIONAL SOLUTIONS		
Unrestricted	Materials &	ROOSEVELT	\$37,030.00
Discretionary	Supplies/Software	ELEMENTARY SCHOOL	
Accounts			
313437	UNISOURCE WORLDWIDE, INC.		
General Fund	PUBLICATIONS	PUBLICATIONS	\$30,581.76
	INVENTORY		
313520	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE		
Unrestricted	Fingerprinting DOJ	SCHOOL POLICE	\$40,000.00
Discretionary		SERVICES	
Accounts			
313527	ORANGE COUNTY DEPARTMENT OF EDUCATION SUPERINTENDENT		2014/10/14
Special Education	Sub-Agreements for	SPECIAL EDUCATION	\$58,960.00
	Services		
Special Education	Consultants	SPECIAL EDUCATION	\$25,000.00
	Instructional		
313557	SPEECH AND LANGUAGE DEVELOPMENT CENTER		
Special Education	Sub-Agreements for	SPECIAL EDUCATION	\$76,419.00
	Services		
Special Education	Non Public Schools	SPECIAL EDUCATION	\$25,000.00
	Contracts		
313601	WHEELS EXCHANGE, LLC		
Ongoing & Major	Capital Outlay	BUILDING SERVICES	\$27,100.00
Maintenance Account	Vehicle		
313610	UNISOURCE WORLDWIDE, INC.		
General Fund	PUBLICATIONS	PUBLICATIONS	\$31,116.80
	INVENTORY		
313648	DEVELOPMENTAL STUDIES CENTER		
IASA: Title I Basic	Materials &	STUDENT ACHIEVEMENT	\$28,935.00
Grants Low-Income	Supplies/Software		

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 03 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
313649	AREY JONES EDUCATIONAL SOLUTIONS			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$2,195,773.00
313664	UNISOURCE WORLDWIDE, INC.			
General Fund	PUBLICATIONS INVENTORY	PUBLICATIONS		\$31,116.80
313687	AREY JONES EDUCATIONAL SOLUTIONS			
IASA: Title I Basic Grants Low-Income	Non-Capitalized Equipment	SEGERSTROM HIGH SCHOOL		\$60,342.80
313689	AT&T DATACOMM, INC. dba AT&T DATACOMM			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$206,732.73
313690	AT&T DATACOMM, INC. dba AT&T DATACOMM			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$186,010.58
313700	AKINS IT, INC.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$137,213.50
313748	TAYLOR GRAPHICS, INC.			
General Fund	PUBLICATIONS INVENTORY	PUBLICATIONS		\$50,000.00
313776	ARROW RESTAURANT EQUIPMENT			2014/10/28
Child Nutrition: School Programs	Non-Capitalized Equipment	NUTRITION SERVICES		\$92,922.00
313806	ORANGE COUNTY DEPARTMENT OF EDUCATION SUPERINTENDENT			2014/10/10
Special Education	Other Tuition, Excess Costs	SPECIAL EDUCATION		\$2,585,015.00
313827	WOLVERINE FENCE COMPANY, INC.			
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES		\$29,904.00
313829	LENTZ MORRISSEY ARCHITECTURE, INC.			
Measure G Series E	Building Architect	WILSON ELEMENTARY SCHOOL		\$27,648.00
313847	ORANGE COUNTY SANITATION DISTRICT			
Unrestricted Discretionary Accounts	Sanitation Sewer	DISTRICTWIDE		\$124,655.00

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 04 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
313854	APPLE, INC.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$601,209.80
313858	BRETFORD MANUFACTURING, INC.			
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$127,400.00
313869	AT&T DATACOMM, INC. dba AT&T	DATACOMM		
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$222,438.81
313870	AT&T DATACOMM, INC. dba AT&T	DATACOMM		
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$280,712.91
313871	AT&T DATACOMM, INC. dba AT&T	DATACOMM		
Common Core State Standards (CCSS)	Non-Capitalized Equipment	EDUCATIONAL SERVICES DIVISION		\$120,447.19
313879	DELL MARKETING, L.P.			
Unrestricted Discretionary Accounts	Materials & Supplies/Software	LATHROP INTERMEDIATE SCHOOL		\$25,100.00
313880	AT&T DATACOMM, INC. dba AT&T	DATACOMM		
E-Rate	Building Improvements	DISTRICTWIDE		\$336,579.62
E-Rate	Replacement Other Equipment	DISTRICTWIDE		\$2,267,475.52
313889	TWINING CONSULTING, INC.			
Special Reserve Fund	Building Lab Tests Construction	VALLEY HIGH SCHOOL		\$43,044.00
313930	SUNPOWER CORPORATION, SYSTEMS			
Fund 40 QZAB Solar Energy Savings 2012 Contractor	Building	THORPE FUNDAMENTAL ELEMENTARY SCHOOL		\$591,486.85
313931	SUNPOWER CORPORATION, SYSTEMS			
Fund 40 QZAB Solar Energy Savings 2012 Contractor	Building	CARR INTERMEDIATE SCHOOL		\$2,620,504.10
313951	PRB CONSTRUCTION			
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES		\$25,000.00
314017	HIBA SHUBLAK dba ACTIVE LEARNING			
30-R2002-653 and After School	Before Sub-Agreements for Services	EDUCATIONAL SERVICES DIVISION		\$391,940.00

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 05 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
314020	DISCOVERY CUBE ORANGE COUNTY		2014/10/28
30-R2002-653	Before Sub-Agreements for	EDUCATIONAL	\$237,422.18
	and After School Services	SERVICES DIVISION	
30-R2002-653	Before Consultants	EDUCATIONAL	\$25,000.00
	and After School Instructional	SERVICES DIVISION	
314032	AREY JONES EDUCATIONAL SOLUTIONS		
Unrestricted	Materials &	SANTIAGO ELEMENTARY	\$41,538.00
Discretionary	Supplies/Software	SCHOOL	
Accounts			
314046	PADRES UNIDOS dba PATRICIA HUERTA		2014/09/09
Unrestricted	Consultants	FREMONT ELEMENTARY	\$22,200.00
Discretionary	Instructional	SCHOOL	
Accounts			
Unrestricted	Consultants	HOOVER ELEMENTARY	\$13,500.00
Discretionary	Instructional	SCHOOL	
Accounts			
Unrestricted	Consultants	FRANKLIN ELEMENTARY	\$10,000.00
Discretionary	Instructional	SCHOOL	
Accounts			
Unrestricted	Consultants	REMINGTON	\$10,000.00
Discretionary	Instructional	ELEMENTARY SCHOOL	
Accounts			
Unrestricted	Consultants	KING ELEMENTARY	\$10,000.00
Discretionary	Instructional	SCHOOL	
Accounts			
IASA: Title I Basic	Sub-Agreements for	PIO PICO ELEMENTARY	\$7,774.81
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Sub-Agreements for	LOWELL ELEMENTARY	\$7,774.81
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Sub-Agreements for	MARTIN ELEMENTARY	\$13,217.18
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Sub-Agreements for	ROOSEVELT	\$3,615.29
Grants Low-Income	Services	ELEMENTARY SCHOOL	
IASA: Title I Basic	Sub-Agreements for	WALKER ELEMENTARY	\$3,887.41
Grants Low-Income	Services	SCHOOL	
IASA: Title I Basic	Consultants	PIO PICO ELEMENTARY	\$2,225.19
Grants Low-Income	Instructional	SCHOOL	

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

From 29-OCT-2014 Through 18-NOV-2014 Page: 06 of 06

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
314046	PADRES UNIDOS dba PATRICIA HUERTA		2014/09/09
IASA: Title I Basic	Consultants	LOWELL ELEMENTARY	\$2,225.19
Grants Low-Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultants	MARTIN ELEMENTARY	\$3,782.82
Grants Low-Income	Instructional	SCHOOL	
IASA: Title I Basic	Consultants	ROOSEVELT	\$1,034.71
Grants Low-Income	Instructional	ELEMENTARY SCHOOL	
IASA: Title I Basic	Consultants	WALKER ELEMENTARY	\$1,112.59
Grants Low-Income	Instructional	SCHOOL	
314068	PROGRESSUS THERAPY, LLC		
Special Education	Sub-Agreements for	SPEECH & LANGUAGE	\$19,268.00
	Services		
Special Education	Consultants	SPEECH & LANGUAGE	\$25,000.00
	Instructional		
314083	CUYAMACA CONST., INC.		
OPSC School	Building	MITCHELL CHILD	\$1,068,000.00
Facilities Bond	Contractor	DEVELOPMENT CENTER	
314084	INLAND BUILDING CONTRUCTION		
OPSC School	Building	MITCHELL CHILD	\$267,700.00
Facilities Bond	Contractor	DEVELOPMENT CENTER	

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of October 29, 2014 through November 18, 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 29, 2014 through November 18, 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 29, 2014 through November 18, 2014.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: November 18, 2014
To: Richard L. Miller, Ph.D., Superintendent
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO
Subject: Expenditures Summary: From 29-OCT-2014 through 18-NOV-2014

Fund 01 General Fund	\$5,546,428.03
Fund 12 Child Development	\$1,024.58
Fund 13 Cafeteria Fund	\$1,001,802.80
Fund 14 Deferred Maintenance Fund	\$165,809.10
Fund 25 Capital Facilities Fund	\$80,965.78
Fund 26 Measure G Bond	\$6,302.86
Fund 29 Measure G	\$255,090.84
Fund 35 County School Facilities Fund	\$1,146,374.52
Fund 40 Special Reserve Fund	\$2,713,044.94
Fund 49 Capital Project Fund for Blended Component	\$6,797.26
Fund 68 Workers' Compensation	\$441,932.14
Fund 69 Health & Welfare	\$5,705,139.03
Fund 81 Property & Liability	\$59,168.39
Total Expenditures:	\$17,129,880.27

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 29, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84199111	JL COBB PAINTING Ongoing & Major Maintenance Account	BUILDING SERVICES	\$44,893.70
84199135	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$43,824.79
84199136	WAXIE SANITARY SUPPLY Donations (Miscellaneous) Fund 01 General Fund Unrestricted - CalSafe (6091/6092) Unrestricted Discretionary Accounts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY EARLY CHILDHOOD EDUCATION BUILDING SERVICES VALLEY HIGH SCHOOL	\$26,399.86
84199061	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$102,654.50
Fund 13 Cafeteria Fund			
84199275	THE FRUITGUYS Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL	\$41,773.00

SAUSD Board of Education Warrant Listing

October 29, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84199255	A & R WHOLESALE DISTRIBUTORS		\$104,673.84
	Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	

SAUSD Board of Education Warrant Listing

October 29, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199257	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL NUTRITION SERVICES SIERRA PREPARATORY ACADEMY SPURGEON INTERMEDIATE SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$41,857.66
84199259	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL CHAVEZ CONTINUATION HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL VALLEY HIGH SCHOOL	\$38,632.12
84199264	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$55,154.13
84199266	GOLD STAR FOODS Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY	\$39,397.34

SAUSD Board of Education Warrant Listing

October 29, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199268	GOLD STAR FOODS Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY VALLEY HIGH SCHOOL	\$38,708.38

Fund 25 Capital Facilities Fund

84199289	TJ JANCA CONSTRUCTION, INC. Fund 25 Capital Facilities Fund	DIAMOND ELEMENTARY SCHOOL	\$26,855.00
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Fund 35 County School Facilities Fund

84199291	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	\$177,500.67
84199292	R.C. CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	FRANKLIN ELEMENTARY SCHOOL	\$246,977.92
84199293	R.C. CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	KING ELEMENTARY SCHOOL	\$274,695.13

Fund 68 Workers' Compensation

84199304	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$283,553.03
84199297	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$65,312.12

SAUSD Board of Education Warrant Listing

October 29, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 69 Health & Welfare			
84199298	BLUE SHIELD OF CALIFORNIA		\$3,508,716.31
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84199299	DELTA DENTAL INSURANCE COMPANY		\$46,567.04
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84199300	KAISER FOUNDATION HEALTH PLAN		\$1,382,264.43
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84199301	SANTA ANA UNIFIED SCHOOL DISTRICT		\$500,000.00
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84199303	VISION SERVICE PLAN		\$37,576.56
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$7,127,987.53

SAUSD Board of Education Warrant Listing

November 05, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84199448	SPEECH AND LANGUAGE DEVELOPMENT CENTER Special Education	SPECIAL EDUCATION	\$28,092.22
84199309	SOUTHERN CALIFORNIA EDISON Head Start Unrestricted Discretionary Accounts	CHILD DEVELOPMENT DISTRICTWIDE	\$627,361.36
84199310	EDWARD B. COLE, SR. ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$41,752.00
84199311	EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$94,319.00
84199312	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 01 General Fund	CASH ACCOUNT	\$49,533.00
84199313	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$65,482.00
84199314	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$221,391.00
84199320	CAL PERS SAFETY Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$66,620.67
84199343	ORANGE COUNTY SANITATION DISTRICT Unrestricted Discretionary Accounts	DISTRICTWIDE	\$124,655.00
84199345	PARDESS AIR, INC. California Clean Energy Jobs Act (Prop 39)	KENNEDY ELEMENTARY SCHOOL	\$51,856.13

SAUSD Board of Education Warrant Listing

November 05, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199346	REVOLVING CASH FUND		\$40,678.66
	Donations (Miscellaneous)	SUPERINTENDENT'S OFFICE	
	Fund 01 General Fund	CASH ACCOUNT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CENTURY HIGH SCHOOL	
		LATHROP INTERMEDIATE SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Special Education	TRANSITION PROGRAMS	
	Unrestricted Discretionary Accounts	BOARD OF EDUCATION	
		CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
84199355	WESTERN PSYCHOLOGICAL SERVICES		\$43,127.64
	Special Education	PSYCHOLOGICAL SERVICES/APE	
84199413	AREY JONES EDUCATIONAL SOLUTIONS		\$270,454.29
	Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	ESQUEDA ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	ELEMENTARY DIVISION	
	Unrestricted Discretionary Accounts	EDUCATIONAL SERVICES DIVISION	
		SUPERINTENDENT'S OFFICE	
		TECHNOLOGY INNOVATION SERVICES	
84199305	AT&T		\$30,000.66
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

SAUSD Board of Education Warrant Listing

November 05, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199447	SOUTHWEST SCHOOL AND OFFICE SUPPLY Fund 01 General Fund	ACCOUNTING DEPARTMENT WAREHOUSE AND DELIVERY	\$44,840.43
84199432	KOCE TV FOUNDATION Lottery: Instructional Materials	TECHNOLOGY	\$57,798.75
Fund 13 Cafeteria Fund			
84199527	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES VALLEY HIGH SCHOOL	\$27,287.90
84199529	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES	\$41,416.25
84199531	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL LORIN GRISET ACADEMY MCFADDEN INTERMEDIATE SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES VALLEY HIGH SCHOOL	\$40,113.60

SAUSD Board of Education Warrant Listing

November 05, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199533	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES WILLARD INTERMEDIATE SCHOOL	\$96,933.26
84199536	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES SANTA ANA HIGH SCHOOL	\$68,263.31

Fund 14 Deferred Maintenance Fund

84199551	DAVE BANG ASSOCIATES, INC. Fund 14 Deferred Maintenance Fund	DISTRICTWIDE HEROES ELEMENTARY SCHOOL	\$35,457.41
84199557	JOHNSTONE SUPPLY Fund 14 Deferred Maintenance Fund	BUILDING SERVICES CHAVEZ CONTINUATION HIGH SCHOOL DAVIS ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL LORIN GRISET ACADEMY LOWELL ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MUIR FUNDAMENTAL ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY TAFT ELEMENTARY SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WASHINGTON ELEMENTARY SCHOOL WILSON ELEMENTARY SCHOOL	\$30,777.17

SAUSD Board of Education Warrant Listing

November 05, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 29 Measure G			
84199586	SVA-ARCHITECTS Fund 29 Measure G Series E	CENTURY HIGH SCHOOL	\$98,262.00
Fund 35 County School Facilities Fund			
84199589	ELITE EARTHWORKS & ENGINEERING Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$379,462.52
Fund 40 Special Reserve Fund			
84199604	TWINING CONSULTING, INC. Fund 40 QZAB Solar Energy Savings 2012 Fund 40 Special Reserve Fund	CENTURY HIGH SCHOOL VALLEY HIGH SCHOOL	\$68,481.74
84199596	GHATAODE BANNON ARCHITECTS, LLP Fund 40 Special Reserve Fund	VALLEY HIGH SCHOOL	\$47,675.79
84199600	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	SEGERSTROM HIGH SCHOOL	\$243,857.45
84199601	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	SEGERSTROM HIGH SCHOOL	\$404,281.05
84199602	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	CENTURY HIGH SCHOOL	\$413,144.50
Grand Total:			\$3,853,376.76

SAUSD Board of Education Warrant Listing

November 12, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84199738	WHEELS EXCHANGE, LLC. Ongoing & Major Maintenance Account	BUILDING SERVICES	\$26,330.00
84199636	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Special Education	SPECIAL EDUCATION	\$63,237.94
84199645	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$146,636.91
84199660	CERTIFIED TRANSPORTATION SERVICE, INC. Donations (Miscellaneous) Donations-ASB Transportation IASA: Title I Basic Grants Low-Income and Neglected, Part A Special Ed: Workability I LEA Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) Unrestricted Discretionary Accounts	ADAMS ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL TRANSITION PROGRAMS REGIONAL OCCUPATIONAL PROGRAM CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL VALLEY HIGH SCHOOL	\$27,858.13
84199665	DURHAM SCHOOL SERVICES, L.P. IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240)	MONTE VISTA ELEMENTARY SCHOOL TRANSPORTATION DEPARTMENT	\$1,096,006.12
84199681	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Education	SPECIAL EDUCATION	\$617,527.05

SAUSD Board of Education Warrant Listing

November 12, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84199695	SOUTHWEST SCHOOL AND OFFICE SUPPLY Fund 01 General Fund Unrestricted Discretionary Accounts	WAREHOUSE AND DELIVERY LATHROP INTERMEDIATE SCHOOL LINCOLN ELEMENTARY SCHOOL LORIN GRISET ACADEMY	\$26,639.45
84199701	AMERICAN LOGISTICS COMPANY, LLC Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$29,642.00
84199620	SOUTHERN CALIFORNIA EDISON Unrestricted Discretionary Accounts	DISTRICTWIDE	\$31,942.43

Fund 13 Cafeteria Fund

84199747	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$51,155.55
84199750	GOLD STAR FOODS Child Nutrition: School Programs	NUTRITION SERVICES	\$40,268.65
84199741	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL SIERRA PREPARATORY ACADEMY	\$40,480.88

SAUSD Board of Education Warrant Listing

November 12, 2014

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 40 Special Reserve Fund			
84199775	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	CENTURY HIGH SCHOOL	\$698,756.47
84199776	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$238,954.45
84199777	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$73,840.60
84199778	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	THORPE FUNDAMENTAL ELEMENTARY SCHOOL	\$179,892.60
84199779	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	CARR INTERMEDIATE SCHOOL	\$266,096.99
Fund 68 Workers' Compensation			
84199781	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$93,066.99
Fund 69 Health & Welfare			
84199782	ALAMEDA COUNTY SCHOOLS INSURANCE (ASCIG) Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$207,083.82
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Fund 81 Property & Liability			
84199783	CORVEL CORPORATION Fund 81 Property & Liability	RISK MANAGEMENT	\$55,187.84
Grand Total:			\$4,010,604.87

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Ratification of Consultant Agreement Between FCB Educational Services and Human Resources Department for October 1, 2014 through January 9, 2015**

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 ratification of the consultant agreement between FCB Educational Services and the Human Resources Department for October 1, 2014 through January 9, 2015. This agreement seeks to provide assistance in hiring over 200 after school employees for the Engage 360 Program.

RATIONALE:

The District is in the process of ensuring a smooth transition for the current after school programs as they transition back to SAUSD oversight. The FCB Educational Services will provide the planning, coordination, and interviewing of potential candidates to be hired for the after school programs. Once staff is on board, the Director of the Extended Learning Programs will assume responsibility for SAUSD's after school programs, as well as oversee program staffs, budgets, external partnership, and program evaluation processes.

FUNDING:

General Fund: \$40,000

RECOMMENDATION:

Ratify the consultant agreement between FCB Educational Services and the Human Resources Department for October 1, 2014 through January 9, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and FCB Educational Services hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: FCB Educational Services will provide the planning, coordination and interviewing of potential candidates to be hired for the After School Program by the Human Resources Department.

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on October 1, 2014 and will diligently perform as required and complete performance by January 9, 2015.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed \$40,000 (forty thousand dollars) and per attached fee schedule.

DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: N/A

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT

assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A
CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes

a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use

of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

Santa Ana Unified School District

1601 East Chestnut Avenue

Santa Ana, CA 92701

CONSULTANT:

FCB Educational Services

23280 Newport Lane

Yorba Linda, CA 92887

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

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this 9th Day of December.

DISTRICT:

CONSULTANT:

By:

By:

Signature

Signature

Stefanie P. Phillips, Ed.D., CBO

Frances C. Byfield

Printed Name

Printed Name

Deputy Superintendent, Operations

Consultant

Title

Title

Board Approval Date

360-10-1404

Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered. Services shall be billed on an hourly basis as shown below:

\$
\$
\$
\$

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Authorization to Obtain Request for Proposals for Internet Access Services Districtwide under E-Rate

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to obtain Request for Proposals (RFP) for internet access services Districtwide under E-Rate.

RATIONALE:

The Federal Communications Commission (FCC) had made funds available for Internet Access under the FCC E-Rate program. The District currently receives internet access through the Orange County Department of Education; this contract expires on June 30, 2014. The District has the ability to extend this contract through June 30, 2015. Staff feels it is in the best interest of the District to obtain Request for Proposals at this time. The District is currently using E-rate funding to pay for 85% of this service, the remaining 15% of the fees is paid with budgeted General Funds. For the 2015-2016 fiscal year the District will be eligible to receive 90% funding for this service and be responsible for 10% of the service fees.

FUNDING:

E-Rate Funding Level for 2015-16
Budgeted General Fund Matching: 10%
E-Rate Contribution: 90%

RECOMMENDATION:

Authorize staff to obtain Request for Proposals for internet access services under E-Rate.

**AGENDA ITEM BACKUP SHEET
December 9, 2014**

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Numbers: 14-18032 RV and 14-18514 JT

ITEM: Consent

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

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Numbers: 14-18032 RV and 14-18514 JT.

DESCRIPTION OF DAMAGE/INJURY:

Claimants request reimbursements for personal injury and damages to personal vehicle.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Numbers: 14-18032 RV and 14-18514 JT.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Approval of Deductive Change Order No. 1 for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary 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 Bid Package No. 1 for heating, ventilation, and air conditioning at Harvey Elementary School. Change orders must be processed and approved. Failure to process change order requests in a timely manner can result in delaying the scheduled completion.

RATIONALE:

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

Project	Bid Package	Original Contract Amount	Deductive Change Order Amount	Revised Total Contract Amount	Contractor
Harvey ES Energy Efficient Project	No. 1 Heating, Ventilation, and Air Conditioning	\$548,000	(\$8,931.35)	\$539,068.65	United Mechanical Contractors, Inc.
TOTAL SAVINGS:		\$548,000	<u>(\$8,931.35)</u>	<u>\$539,068.65</u>	

FUNDING:

Proposition 39: Reduction of \$8,931.35

RECOMMENDATION:

Approve Deductive Change Order No. 1 for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary School in the amount of \$8,931.35.

JD:rb

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Acceptance of Completion of Contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary 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 Bid Package No. 1 for heating, ventilation, and air conditioning at Harvey Elementary School.

RATIONALE:

At its June 10, 2014 meeting, the Board awarded a contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary School. 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 change order.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Harvey ES Energy Efficient Project	No. 1 Heating, Ventilation, and Air Conditioning	\$539,068.65	\$26,953.43	1	United Mechanical Contractors, Inc.
	TOTAL:	\$539,068.65	<u>\$26,953.43</u>	1	

FUNDING:

Proposition 39: \$26,953.43

RECOMMENDATION:

Accept the December 9, 2014, completion of contract with United Mechanical Contractors, Inc. for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Harvey Elementary School.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Acceptance of Completion of Contract for Bid Package No. 20
 Parking Lot Improvements at Willard Intermediate School Under
 Modernization Program - Phase 2

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 Bid Package No. 20 for the parking lot improvements at Willard Intermediate School.

RATIONALE:

At its May 13, 2014 meeting, the Board awarded a contract for Bid Package No. 20 Parking Lot Improvements at Willard Intermediate School – Phase 2. 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 were no change orders.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Willard IS Modernization	Bid Package No. 20 parking lot improvements	\$688,627	\$34,431.35	0	Palp, Inc. dba Excel Paving Company
	TOTAL:	\$688,627	<u>\$34,431.35</u>	0	

FUNDING:

State School Facility Program/Measure G: \$34,431.35

RECOMMENDATION:

Accept the December 9, 2014, completion of contract with Palp, Inc. dba Excel Paving Company for Bid Package No. 20 Parking Lot Improvements at Willard Intermediate School under Modernization Program - Phase 2.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Approval of Consultant List for Geotechnical Services for Future District Projects

ITEM: Consent

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to approve the consultant list for Geotechnical services firms for future District projects. The consultant list was last approved by the Board on July 26, 2011.

RATIONALE:

The updated consultant list for Geotechnical services will allow staff to request proposals and interview firms on the list to expedite the Geotechnical services process. The list will facilitate a competitive process for future projects with qualifying Geotechnical firms. The District will request a proposal for each future District project from Geotechnical firms on the list. The Geotechnical firm will then be selected on a case-by-case basis, based on project-specific qualifications and fees.

The amount of fees cannot be defined until the scope of the project has been finalized. The District will negotiate compensation with the Geotechnical firms as provided for in Government Code Section 4526.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the consultant list for Geotechnical services for future District projects.

Geotechnical Consultant List

Consultant Applying	Rank	RFQ Total Score
Associated Soils Engineering, Inc.	*	-
Ninyo & Moore	*	-
Twining, Inc.	1	213
MTGL, Inc.	2	197
Geo-Advantec	3	186
American Geotechnical	4	183
Converse Consultants	4	183
Leighton Consulting, Inc.		180
Willdan Geotechnical		179
Koury Engineering & Testing Inc.		179
Geosphere		166
RMA Group		165
Group Delta Consultants, Inc.		153
Harrington		130
*Continued service from previous consultant list.		
Scores greater than 180 qualify for the consultant list.		

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Authorization to Award Contract for Bid Package 1 Replacement of Fencing at Monte Vista Elementary

ITEM: Consent

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

PREPARED BY: Dennis Ziegler, Director, Building Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package 1 for the replacement of fencing at Monte Vista Elementary School.

RATIONALE:

At its October 14, 2014 meeting, the Board authorized staff to obtain bids for Bid Package No. 1 Replacement of Fencing at Monte Vista Elementary School. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on November 7 and 14, 2014. Staff contacted five contractors, of which four picked up plans. On December 1, 2014, bid day, the District received two bids. Lightning Fence Company, Inc. represents the lowest responsive bidder. This bid amount is within budget.

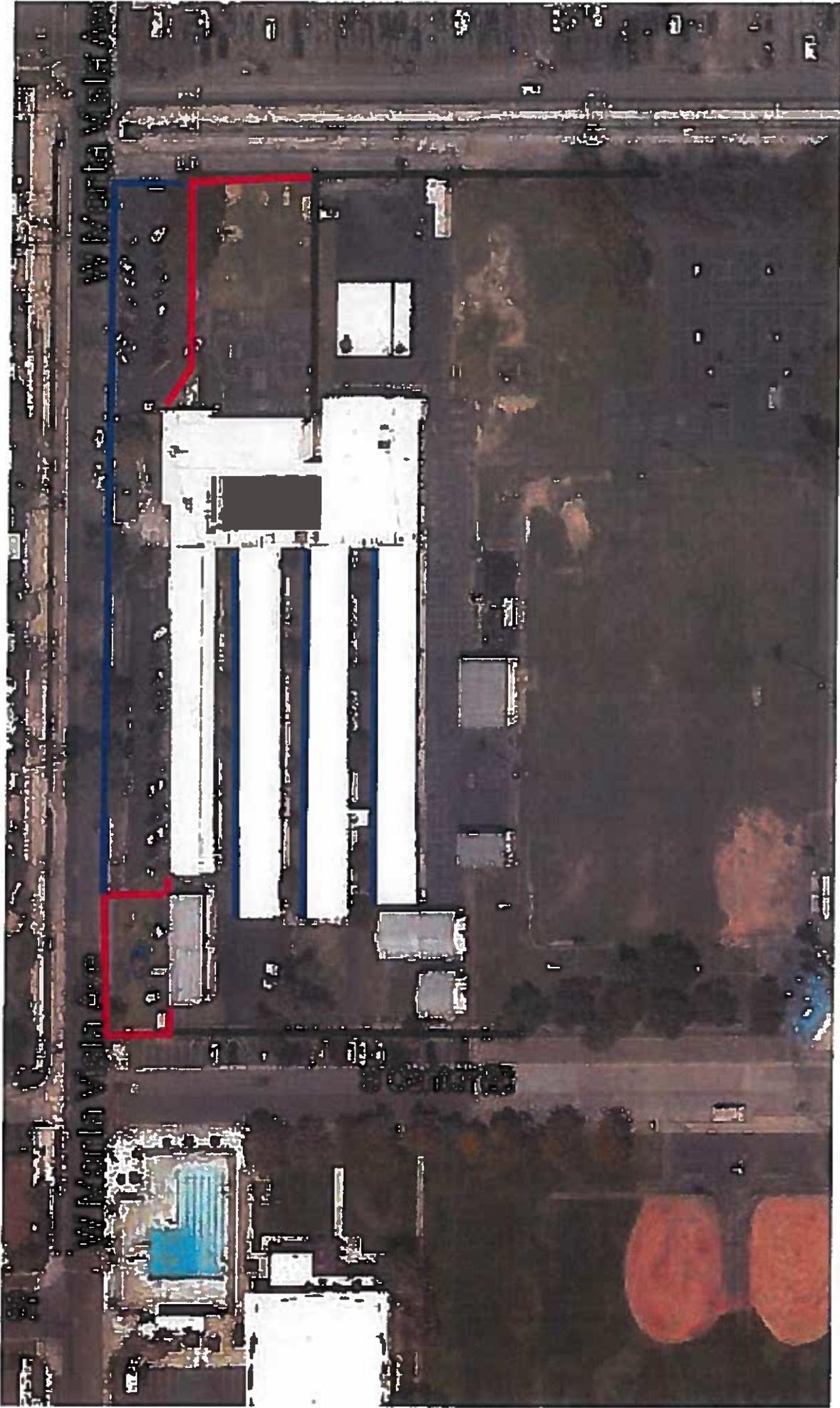
Contractors:	Bid Amounts:
Lightning Fence Company, Inc.	\$164,700.00
Wolverine Fence Company, Inc.	\$175,000.00

FUNDING:

General Fund: \$164,700.00

RECOMMENDATION:

Authorize staff to award a contract to Lightning Fence Company, Inc. for Bid Package 1 for the replacement of fencing at Monte Vista Elementary School in the amount of \$164,700.00.



W Monte Vista Ave

W Monte Vista Ave

Fence to be removed
New wrought iron
New black vinyl chainlink



Monte Vista Elementary School Fence Project

AGENDA ITEM BACKUP SHEET
December 9, 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.

Personnel Calendar
Board Meeting - December 9, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTENSION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Alcaraz, Amy	Teacher	Pio Pico	November 12, 2014	December 12, 2014	Statutory
Huestis, Mindy	Teacher	Child Development	November 3, 2014	November 21, 2014	Statutory
CORRECTION ON CALIFORNIA FAMILY RIGHTS ACT (21 duty days or more) - Paid with Benefits					
Cardinal, Antoinette	Teacher	Chavez	November 3, 2014	December 19, 2014	Statutory
CORRECTION ON FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Paid with Benefits					
Cardenas, Marisol	Teacher	Valley	November 7, 2014	December 4, 2014	Statutory
Cardinal, Antoinette	Teacher	Chavez	November 3, 2014	December 19, 2014	Statutory
CHANGE IN DATE FAMILY CARE AND MEDICAL LEAVE (21 duty days or more) - Without Pay with Benefits					
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	October 13, 2014	2015	Child Care
STIPENDS 2014-15					
Rios, Adrian		Lorin Griset	2014-15		Lead Counselor

Personnel Calendar
Board Meeting - December 9, 2014
CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUBSTITUTE 2014-15					
Maharaj, Lynette					
WINTER SPORTS 2014-15					
Aguilera, Jose	Assistant Coach	Godinez	2014-15		Soccer (Boys)
Cannata, Ernie	Assistant Coach	Godinez	2014-15		Soccer (Girls)
Coombs, Gregory	Head Coach	Godinez	2014-15		Basketball (Boys)
Dodge, Scott	Assistant Coach	Godinez	2014-15		Basketball (Boys)
Fernandez, Ruben	Head Coach	Godinez	2014-15		Soccer (Boys)
Henderson, Sara	Head Coach	Godinez	2014-15		Soccer (Girls)
Lee, Torrence	Assistant Coach	Godinez	2014-15		Water Polo (Girls)
Mazur, Marc	Assistant Coach	Godinez	2014-15		Basketball (Boys)
Morris, Jessica	Head Coach	Godinez	2014-15		Water Polo (Girls)
Sanchez, Rogelio	Assistant Coach	Godinez	2014-15		Soccer (Boys)
Snyder, William	Assistant Coach	Godinez	2014-15		Basketball (Boys)
Watts, Matthew	Assistant Coach	Godinez	2014-15		Basketball (Boys)
Doi, Trisha	Assistant Coach	Saddleback	2014-15		Basketball (Girls)
Gonzalez, Samuel	Assistant Coach	Saddleback	2014-15		Water Polo (Girls)
Mc Cord, Derek	Head Coach	Saddleback	2014-15		Water Polo (Girls)
Silva, Meliton	Head Coach	Saddleback	2014-15		Soccer (Boys)

Personnel Calendar
Board Meeting - December 9, 2014

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2012-13					
Childress, Allen	Home Teacher	Pupil Support Services	2012-13		If and as needed basis
Reynozo, Jesse	Home Teacher	Pupil Support Services	2012-13		If and as needed basis
EXTRA DUTY 2014-15					
Acosta, Ruben	After School Site Coordinator	Heroes	December 10, 2014		Flat Rate
Amezcuca, Estela	After School Site Coordinator	Carver	December 10, 2014		Flat Rate
Carver, Jill	After School Site Coordinator	MacArthur	December 10, 2014		Flat Rate
Chawke, Michael	After School Site Coordinator	Carr	December 10, 2014		Flat Rate
Connole, Marlyessa	After School Site Coordinator	Thorpe	December 10, 2014		Flat Rate
Fienberg, Dean	After School Site Coordinator	Monte Vista	December 10, 2014		Flat Rate
Grisham, Jeffrey	After School Site Coordinator	Kennedy	December 10, 2014		Flat Rate
Lane, Linda	After School Site Coordinator	Romero-Cruz	December 10, 2014		Flat Rate
Payne-Mckanna, Rhonda	After School Site Coordinator	Harvey	December 10, 2014		Flat Rate

**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' Soccer & Boys Basketball	Santiago	General Fund	\$3,000	December 10, 2014
2014-15 After-School Grades 6-8 Intramural Sports Program - Certificated	Secondary Division/ Special Projects	ASES - After School Program	\$6,500	January 5, 2015
Academic Support/Spring Semester	Saddleback	General	\$5,000	January 1, 2015
After School Enrichment for Long-Term English Learner - Program Planning	English Learner Programs & Student Achievement	Title III	\$50,000	December 10, 2014
After School Enrichment for Long-Term English Learner - Staff Development Instructor	English Learner Programs & Student Achievement	Title III	\$1,000	December 10, 2014
After School Enrichment for Long-Term English Learner - Tutor Professional Development	English Learner Programs & Student Achievement	Title III	\$25,000	December 10, 2014
Before/After/Saturdays Tutoring	Middle College	Unrestricted Discretionary Account	\$13,000	December 15, 2014
CAHSEE/Before/After School Tutoring	Middle College	CAHSEE	\$4,727	December 15, 2014
Collaboration, Program Planning, Extra Duty	Sierra	Title I	\$1,000	December 10, 2014
Common Core State Standards Optional Training Unit of Study Professional Development	Educational Services	Title I	\$532	December 10, 2014
Elementary Division Curriculum Committee Professional Development and Planning	Educational Services	Title I Set Aside Funds/Core Waiver Funds	\$24,000	December 10, 2014

**Board Meeting
December 9, 2014**

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Alfaro, Robert	Activity Supervisor	Heroes	November 12, 2014			3 years, 1 month
Carrasco, Catherine	Site Clerk	Lincoln	November 19, 2014			4 years, 7 months
Gutierrez, Teodora	Fd. Svc. Wkr.	Saddleback	December 30, 2014			18 years, 7 months
Kobert, Lynn	Site Clerk	Monte Vista	September 24, 2014			2 years, 8 months
RESIGNATIONS						
Alcaraz, Susana	Fd. Svc. Spvr. Elem. Autism	Nutrition Svcs.	October 29, 2014			9 months
Delisi, Joseph	Paraprofessional	Mitchell	October 17, 2014			2 years, 6 months
Dominguez-Ramirez, Cynthia	Site Clerk	Heroes	September 30, 2014			2 years, 4 months
Garcia, Laura	Head Start Teacher	Child Development	November 21, 2014			1 month
Mora, Crystal	SSP Sp. Ed.	MacArthur	November 19, 2014			5 years, 10 months
Ortega, Yesenia	SSP Sp. Ed.	Century	November 17, 2014			2 months
Quijano, Ana	Occupational Therapist	Speech Dept.	January 31, 2015			4 years, 11 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TERMINATION						
ID# 27127	Fd. Svc. Wkr.	Santa Ana	November 5, 2014			Did not pass probation
ABSENCES (3 to 20 duty days) - Without Pay						
Cabrera, Karen	Instr. Asst. Sev. Dis.	Mitchell	November 12, 2014	November 21, 2014		Personal
Valdez, Annabel	Community Worker	Child Dev.	November 10, 2014	November 26, 2014		Personal
CFRA (California Family Rights Act) (21 duty or more) - Without Pay						
Mendoza, Esther	Personnel Assistant	Human Resources	December 1, 2014	December 19, 2014		Statutory Leave
FAMILY/MEDICAL LEAVE (3 to 20 duty days) - Paid						
Mendoza, Esther	Personnel Assistant	Human Resources	November 17, 2014	November 28, 2014		Statutory Leave
FAMILY/MEDICAL LEAVE/CFRA (California Family Rights Act) (21 duty days or more) - Paid						
Diaz, Josemar	Custodian	Child Development	November 20, 2014	November 19, 2015		Statutory Leave/ Intermittent/As Needed Basis

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LEAVE (21 duty days or more) - Without Pay						
Athreya, Mallika	Instr. Asst. Computer	Diamond	October 27, 2014	June 18, 2015		Personal
PROBATIONARY APPOINTMENTS						
Abantao, Felicia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Abarca, Maria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Aboyles, Lorena	After-School ISP	Various School Sites	December 10, 2014		16/1	
Acevedo, Dennis	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Agapito, Nancy K.	After-School ISP	Various School Sites	December 10, 2014		16/1	
Aguilar, Brenda	After-School ISP	Various School Sites	December 10, 2014		16/1	
Albarran Corrales, Perla	Site Clerk	Monroe	December 10, 2014		24/1	
Alcaraz, Alyssa	After-School ISP	Various School Sites	December 10, 2014		16/1	
Alejandres, Luz	After-School ISP	Various School Sites	December 10, 2014		16/1	
Alvarado, Jessica	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Alvarado, Richard	After-School ISP	Various School Sites	December 10, 2014		16/1	
Amador, Jesse	After-School ISP	Various School Sites	December 10, 2014		16/1	
Anguiano, Gloria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Anguiano, Ian	After-School ISP	Various School Sites	December 10, 2014		16/1	
Arana, Johan	After-School ISP	Various School Sites	December 10, 2014		16/1	
Araujo, Kimberly	After-School ISP	Various School Sites	December 10, 2014		16/1	
Armenta, Maria I.	After-School ISP	Various School Sites	December 10, 2014		16/1	
Arredondo, Jazmin	After-School ISP	Various School Sites	December 10, 2014		16/1	
Arreola, Anthony	After-School ISP	Various School Sites	December 10, 2014		16/1	
Austria, Desiree	After-School ISP	Various School Sites	December 10, 2014		16/1	
Avila, Allan	After-School ISP	Various School Sites	December 10, 2014		16/1	
Avila Medrano, Clara	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Aviles, Axel	After-School ISP	Various School Sites	December 10, 2014		16/1	
Bailon, Dennise	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Barrera, Abimelech	After-School ISP	Various School Sites	December 10, 2014		16/1	
Barreras, Maria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Bazurto, Ana	After-School ISP	Various School Sites	December 10, 2014		16/1	
Belem, Jessica	Licensed Vocational Nurse	PSS	December 10, 2014		24/1	
Bishop, Courtland	After-School ISP	Various School Sites	December 10, 2014		16/1	
Bravo, Oscar	After-School ISP	Various School Sites	December 10, 2014		16/1	
Buron, Donna	After-School ISP	Various School Sites	December 10, 2014		16/1	
Camanos Jimenez, Adalid	After-School ISP	Various School Sites	December 10, 2014		16/1	
Campos, Connie	After-School ISP	Various School Sites	December 10, 2014		16/1	
Campos, Kimberly	After-School ISP	Various School Sites	December 10, 2014		16/1	
Capilouto, Alexis	SSP Sp. Ed.	Adams	November 10, 2014		19/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - December 9, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Cardenas, Bianca	After-School ISP	Various School Sites	December 10, 2014		16/1	
Carino, Maria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Castillo Mexquititla, Maria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Ceja, Domitila	After-School ISP	Various School Sites	December 10, 2014		16/1	
Chavez-Luis, Jennifer	After-School ISP	Various School Sites	December 10, 2014		16/1	
Cody, Rhonda	Fd. Svc. Wkr.	Santa Ana	November 19, 2014		11/1	
Cole, Judy	After-School ISP	Various School Sites	December 10, 2014		16/1	
Contreras, Rocío	After-School ISP	Various School Sites	December 10, 2014		16/1	
Corder, Elizabeth	Fd. Svc. Wkr.	Nutrition Svcs.	November 19, 2014		11/1	
Crespo, Celianna	After-School ISP	Various School Sites	December 10, 2014		16/1	
De Jesus, Antonio	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
De Rosas, Teresa	After-School ISP	Various School Sites	December 10, 2014		16/1	
Del Mundo-Suarez, Zoraida	Preschool Teacher	Early Child Development	December 12, 2014		IIIc/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Diaz de Leon, Guadalupe	After-School ISP	Various School Sites	December 10, 2014		16/1	
Dillard, Kristin	After-School ISP	Various School Sites	December 10, 2014		16/1	
Dy, Lauren	After-School ISP	Various School Sites	December 10, 2014		16/1	
Escalante, Michelle	After-School ISP	Various School Sites	December 10, 2014		16/1	
Fernandez, Lizette	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Flores, Stephanie	After-School ISP	Various School Sites	December 10, 2014		16/1	
Fusi, Teofilo	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Gallegos, Alejandro	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Gallegos, Antonio	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garcia, Edgar	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garcia, Steve	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garcia, Patricia	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Garcia, Mary Ann	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garduno, Sharon	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garza, Christopher	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Garza, Laura	After-School ISP	Various School Sites	December 10, 2014		16/1	
Garza, Xyanya	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Godinez, Jaqueline	After-School ISP	Various School Sites	December 10, 2014		16/1	
Godinez, Tomas	After-School ISP	Various School Sites	December 10, 2014		16/1	
Gomez, Celia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Gonzalez, Angelica	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Gonzalez, Gilberto	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Gonzalez, Maria F.	After-School ISP	Various School Sites	December 10, 2014		16/1	
Gonzalez, Maria G.	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Gonzalez, Valerie	After-School ISP	Various School Sites	December 10, 2014		16/1	
Gonzalez Jr., Guillermo	After-School ISP	Various School Sites	December 10, 2014		16/1	
Guillen, Alfredo	After-School ISP	Various School Sites	December 10, 2014		16/1	
Gutierrez, Robert	After-School ISP	Various School Sites	December 10, 2014		16/1	
Hernandez, Liliana	After-School ISP	Various School Sites	December 10, 2014		16/1	
Hernandez, Jason	After-School ISP	Various School Sites	December 10, 2014		16/1	
Hernandez, Norma	After-School ISP	Various School Sites	December 10, 2014		16/1	
Hernandez, Laura	After-School ISP	Various School Sites	December 10, 2014		16/1	
Herrera, Angela	After-School ISP	Various School Sites	December 10, 2014		16/1	
Hooyman, Gnanamani	After-School ISP	Various School Sites	December 10, 2014		16/1	
Huerta, Raul	After-School ISP	Various School Sites	December 10, 2014		16/1	
Infante, Eddy	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Iniguez, Jose	After-School ISP	Various School Sites	December 10, 2014		16/1	
Iribe, Virginia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Jaimes, Patty	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Johnson, Dashiel	After-School ISP	Various School Sites	December 10, 2014		16/1	
Jones, Raven	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Klioumis, Frantsesca	After-School ISP	Various School Sites	December 10, 2014		16/1	
Klioumis, Patty	After-School ISP	Various School Sites	December 10, 2014		16/1	
Kwong, Queenie	After-School ISP	Various School Sites	December 10, 2014		16/1	
Leal, Elsa	After-School ISP	Various School Sites	December 10, 2014		16/1	
Leav, Daitrang	After-School ISP	Various School Sites	December 10, 2014		16/1	
Leon, Benedita	After-School ISP	Various School Sites	December 10, 2014		16/1	
Leon, Erik	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - December 9, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Lopez, Angelica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Lopez, Michael	After-School ISP	Various School Sites	December 10, 2014		16/1	
Lucero, Julieta	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Macias, Susana	After-School ISP	Various School Sites	December 10, 2014		16/1	
Margo, Joelle	After-School ISP	Various School Sites	December 10, 2014		16/1	
Marshall, James	After-School ISP	Various School Sites	December 10, 2014		16/1	
Marshall, Jackson	After-School ISP	Various School Sites	December 10, 2014		16/1	
Martinez, Erika	After-School ISP	Various School Sites	December 10, 2014		16/1	
Matos, Josue	After-School ISP	Various School Sites	December 10, 2014		16/1	
Medina, Fabian	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Mejia, Maria Soledad	After-School ISP	Various School Sites	December 10, 2014		16/1	
Melgar, Vanessa	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - December 9, 2014**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Mena, Julian	After-School ISP	Various School Sites	December 10, 2014		16/1	
Mena-Miranda, Lupita	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Mendez, Carina	After-School ISP	Various School Sites	December 10, 2014		16/1	
Mendez, Lorena	After-School ISP	Various School Sites	December 10, 2014		16/1	
Mendez, Natalie	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Mendoza, Reyna	After-School ISP	Various School Sites	December 10, 2014		16/1	
Mercado, Graciela	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Merino, Mayra	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Moreno, Jacqueline	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Moreno, Maria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Moreno, Kristy	After-School ISP	Various School Sites	December 10, 2014		16/1	
Moseray, Magnus	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Muro, Jessica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Nguyen, Stephanie	After-School ISP	Various School Sites	December 10, 2014		16/1	
Ochoa, Jessica	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Ojeda, Patricia	Licensed Vocational Nurse	PSS	December 10, 2014		24/1	
Onchi, Ana	After-School ISP	Various School Sites	December 10, 2014		16/1	
Onchi, Victoria	After-School ISP	Various School Sites	December 10, 2014		16/1	
Ontiveros, Tara	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Oropeza Aceves, Martin	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Orozco, Maria Carmen	After-School ISP	Various School Sites	December 10, 2014		16/1	
Oseguera, Cynthia	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Palomino, Veronica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Paradise, Mariane	Site Clerk	Greenville	December 10, 2014		24/1	
Parga, Brianne	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Pedroza, Lisbeth	After-School ISP	Various School Sites	December 10, 2014		16/1	
Pena, Jose	After-School ISP	Various School Sites	December 10, 2014		16/1	
Perez, Esmeralda	After-School ISP	Various School Sites	December 10, 2014		16/1	
Perez-Carrillo, Carmen	After-School ISP	Various School Sites	December 10, 2014		16/1	
Pham, Ryan	After-School ISP	Various School Sites	December 10, 2014		16/1	
Phuong-Thoa, Thai	After-School ISP	Various School Sites	December 10, 2014		16/1	
Planes, Delia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Prause, Jessica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Quan, Nina	SSP Sp. Ed.	Esqueda	November 17, 2014		19/1	
Quintanilla, Ramon	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Rabadan, Joksan	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Ramirez, Verenice	After-School ISP	Various School Sites	December 10, 2014		16/1	
Resendez, Martha	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Restrepo, Norma	After-School ISP	Various School Sites	December 10, 2014		16/1	
Rico, Andreana	After-School ISP	Various School Sites	December 10, 2014		16/1	
Riddle, Jamee	After-School ISP	Various School Sites	December 10, 2014		16/1	
Rios, Andrea	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Rios, Mayra	After-School ISP	Various School Sites	December 10, 2014		16/1	
Rivera, Jessica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Rocha, Abraham	After-School ISP	Various School Sites	December 10, 2014		16/1	
Roman Antunez, Luz	After-School ISP	Various School Sites	December 10, 2014		16/1	
Rosales, Juanita	After-School ISP	Various School Sites	December 10, 2014		16/1	
Ruiz, Laura	After-School ISP	Various School Sites	December 10, 2014		16/1	
Ruiz, Julieta	After-School ISP	Various School Sites	December 10, 2014		16/1	
Saenz, Nydia	Site Clerk	Jefferson	December 10, 2014		24/1	
Saginario, Alyssa	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Sanchez, Carola	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Santiago, Richard	After-School ISP	Various School Sites	December 10, 2014		16/1	
Savchenko, Valentina	After-School ISP	Various School Sites	December 10, 2014		16/1	
Scherer, Andrew	After-School ISP	Various School Sites	December 10, 2014		16/1	
Serrano, Annel	After-School ISP	Various School Sites	December 10, 2014		16/1	
Serrato, Alma	After-School ISP	Various School Sites	December 10, 2014		16/1	
Serrato, Gudelia	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Silvas, Adrian	After-School ISP	Various School Sites	December 10, 2014		16/1	
Silva Muro, Jessica	After-School ISP	Various School Sites	December 10, 2014		16/1	
Sosa, Brenda	After-School ISP	Various School Sites	December 10, 2014		16/1	
Soto Carranza, Melissa	After-School ISP	Various School Sites	December 10, 2014		16/1	
Suarez, Neli	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Tapia, Sandra	After-School ISP	Various School Sites	December 10, 2014		16/1	
Tavares, Lydia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Torres, Samantha	After-School ISP	Various School Sites	December 10, 2014		16/1	
Torres, Thomas	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Ungar, Robert	After-School ISP	Various School Sites	December 10, 2014		16/1	
Valdovinos, Stephany	After-School ISP	Various School Sites	December 10, 2014		16/1	
Valencia, Carina	After-School ISP	Various School Sites	December 10, 2014		16/1	
Valverde, Guadalupe	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Vazquez, Elizabeth	After-School ISP	Various School Sites	December 10, 2014		16/1	
Vazquez, Samuel	After-School ISP	Various School Sites	December 10, 2014		16/1	
Vazquez, Silvia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Vega, Jaqueline	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENTS (Continuation)						
Vega, Guadalupe	After-School ISP	Various School Sites	December 10, 2014		16/1	
Velasquez, Enny	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Velazquez, Sally	After-School ISP	Various School Sites	December 10, 2014		16/1	
Villasenor, Patricia	After-School ISP	Various School Sites	December 10, 2014		16/1	
Wagner, Anna	After-School ISP	Various School Sites	December 10, 2014		16/1	
Wallace, Julian	After-School ISP	Various School Sites	December 10, 2014		16/1	
Woolsey, Thomas	After-School ISP	Various School Sites	December 10, 2014		16/1	
Zamora, Jesse	After-School Site Coordinator	Various School Sites	December 10, 2014		Flat Rate	
Zamorano, Alejandro	After-School ISP	Various School Sites	December 10, 2014		16/1	
Zaragoza, Joceline	After-School ISP	Various School Sites	December 10, 2014		16/1	
Zuniga, Gloria	After-School ISP	Various School Sites	December 10, 2014		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS						
Mendoza, Jorge	District Attendance Specialist	Charter/ Attendance	December 10, 2014		31/6	
Torres, Gloria	Fd. Svc. Spvr. HS	Segerstrom	December 10, 2014		31/5	
REAPPOINTMENTS						
Barnes, Christina	Library Media Tech.	Adams	December 10, 2014		25/6	Returned from 39 month reemployment
REAPPOINTMENTS (Continuation)						
Galvan, Loyda	Sr. Admin. Clerk	ECE	November 10, 2014		24/6	Returned from Leave of Absence
REASSIGNMENT (Change of work site)						
Herman, Sylvia	Attendance Tech.	Century	December 10, 2014		24/6	
TEMPORARY ASSIGNMENTS - Out of Class Compensation						
Alvarez, Mario	Plant Custodian Elem. Bldg. Svcs.		December 1, 2014	December 5, 2014	28/2	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)						
Bolaños Nieto, Alberto	Construction Admin. Tech.	Facilities Dept.	December 1, 2014	January 30, 2015	40/3	
Carino, Myna	Department Specialist	Bldg. Svcs.	October 31, 2014	November 21, 2014	28/6	
Cobian De Rubio, Margarita	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	October 9, 2014	December 31, 2014	15/6	
Cobian, Margarita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 9, 2014	December 31, 2014	13/6	
Espidio, Martha	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 22, 2014	November 13, 2014	13/6	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 1, 2014	December 31, 2014		
Guevara, Luz	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 17, 2014	January 30, 2015	13/6	
Hernandez, Kathleen	Facilities Planning Tech.	Facilities Dept.	December 1, 2014	January 30, 2015	30/2	
Hernandez, Maritza	Executive Secretary	Ed. Services Elementary Division	October 30, 2014	November 10, 2014	33/5	
Ibarra, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 4, 2014	December 3, 2014	13/6	
Mojica, Rita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 4, 2014	December 11, 2014	13/6	
Navarrete, Mario	Sr. Groundskeeper	Bldg. Svcs.	July 1, 2014	October 31, 2014	30/5	
Nguyen, Ha	ROP Operations Spec.	ROP	October 1, 2014	November 28, 2014	40/5	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)						
Ramirez, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 5, 2014	December 31, 2014	13/6	
Sanchez, Brenda	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	October 20, 2014	December 31, 2014	13/6	
Valencia-Lopez, Karina	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	November 4, 2014	December 3, 2014	13/6	
ACTIVITY SUPERVISORS						
Adame, Gloria	Activity Supervisor	Willard	November 14, 2014		10/1	
Gomez, Carmen	Activity Supervisor	Washington	November 14, 2014		10/1	
Hermosillo, Michelle	Activity Supervisor	Jefferson	November 14, 2014		10/1	
HOURLY APPOINTMENTS						
Jimenez, Ernie	Instructional Provider	Mendez	November 20, 2014		16/1	
Zermeno, Erick	Instructional Provider	Spurgeon	November 7, 2014		16/1	
SUBSTITUTES						
Aguilera, Diana	Clerical		November 20, 2014		20/1	
Gonzalez Soto, Jesus	Custodian		November 20, 2014		23/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - December 9, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
SHORT TERM ASSIGNMENT						
Corona, Greta	Sch. Off. Asst. Elem.	Mitchell	October 20, 2014	December 19, 2014	24/6 + Bil.	Extra hours needed at start and end of school year

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

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

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

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

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT
GIFTS RECOMMENDED FOR ACCEPTANCE - December 9, 2014

School:	Gift:	Amount:	Donor:	Used for:
Greenville Fundamental		\$800	Target corporation Take Charge of Education Program Ms. Laysha Ward President, Community Relations P.O. Box 59214 Minneapolis, MN	Instructional supplies
Lincoln Elementary		\$4,962	Lincoln PTA Mrs. Maria Sedano President Santa Ana	Field trip transportation
Lincoln Elementary		\$500	The Wheeler Living Trust Scott and Kim Wheeler Irvine	Instructional supplies and incentives
Martin Elementary		\$4,367	Orange County Canaan Presbyterian Church Sr. Pastor Inn Chul Kim Santa Ana	5 th grade Science Camp field trip
Monte Vista Elementary	12 computers	\$1,760	Orthopedic Specialty Institute Dr. Miguel Prieto Orange	Blended Learning
MacArthur Fundamental Intermediate		\$2000	Mrs. Janice Annetta and Mrs. Mylien Luong Santa Ana	Books for library
Godinez Fundamental High School		\$500	American Chemical Society Ms. Patti Galvan and Ms. Stephane Prosack Washington, D.C.	Science education resources

School:	Gift:	Amount:	Donor:	Used for:
Valley High School		\$565	Target Corporation Ms. Laysha Ward President, Community Relations P.O. Box 59214 Minneapolis, MN	Instructional supplies, food, incentives for staff, students, and volunteers
Valley High School		\$1,442	High School Inc. Academies Foundation Raimondo Pettit Group Torrance	Instructional supplies, food, incentives for staff, students, and volunteers
Educational Sevices	Panasonic KX-B630 Panaboard - widescreen electronic whiteboard	\$1,000	XP Power Ms. Dawn Lancaster Santa Ana	Staff development trainings and meetings
Educational Services		\$720	Mrs. Alexandra Ito Seal Beach	Raffle prizes and refreshements for staff development events
December 9, 2014 donations		\$18,616		
2014 Total donations	\$215,515	\$234,131		

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

DH:lr

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Sunshine Santa Ana Unified School District's Initial Bargaining Proposals to Re-open the Collective Bargaining Agreements with 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 Santa Ana Unified District’s 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 “sunshined” for public comment at a Board of Education meeting.

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a public hearing to “sunshine” the Santa Ana Unified District’s 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 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 Santa Ana Unified School District’s Initial Bargaining Proposals to Re-open the Collective Bargaining Agreements with Santa Ana Educators’ Association and California School Employees Association, Chapter 41

HEARING DATE: Tuesday, December 9, 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 Unified School District

Richard L. Miller, Ph.D., Superintendent

NEGOTIATIONS INTRODUCTIONS

It is undeniable that there is a wide gap between the educational outcomes achieved by students of color and/or students from disadvantaged backgrounds and the results achieved by students who are from non-minority or more affluent backgrounds. Statewide economically disadvantaged students show an 11.5% gap in English Language Arts and 9.2% in Mathematics. English learners show an even greater gap.

Eliminating the “achievement gap” is a **moral** imperative which the State of California has now **legally** obligated the Santa Ana Unified School District to eliminate. The legislation and regulations establishing the Local Control and Accountability Plans (LCAP) system specify the funding and accountability mechanisms to accomplish this goal. Simply put, the law requires that the District use its State funding, especially the additional funding it the District receives on account of the disadvantaged backgrounds of its students, to directly address achievement gap issues. Public School districts, through their LCAPs are given great flexibility so that each community can address its particular needs – and each school district is accountable for the effectiveness of its plans and the use of the extra monies the State provides.

This is a new paradigm/model of State funding and accountability. It requires the District to think, plan and act differently to achieve better educational outcomes on an immediate and ongoing basis.

Accordingly, the District has prepared this initial proposal to commence a discussion with the Santa Ana Educators’ Association and California School Employee Association and its local 41 on changes to the collective bargaining agreement(s) needed for the Santa Ana educational community to collaboratively eliminate the achievement gap at the Santa Ana Unified School District. The particular areas the District proposes for discussion at this time are set forth below:

**Initial Proposal
of
Santa Ana Unified School District's
Re-Openers for 2015-2016
With
Santa Ana Educators' Association
December 9, 2014**

Article VII: WAGES AND WAGE PROVISIONS

The District has an interest in improving compensation in light of the District's budget, goals, and LCAP priorities.

Article VIII: HOURS OF WORK

The District has an interest in increasing the amount of learning time teachers engage with students.

Article XI TRANSFER/REASSIGNMENT PROVISIONS

The District has an interest in greater flexibility to assign teachers based upon the educational needs of the students, school sites, and the District.

Article XV: EMPLOYEE BENEFITS

The District has an interest in improving employee benefits in light of the District's budget, goals, and LCAP priorities.

The District has an interest in updating contract language to remove outdated terms.

The District reserves the right to add, delete, or modify these proposals as determined through the negotiations process.

**Initial Proposal
of
Santa Ana Unified School District's
Re-Openers for 2015-2016
With
California School Employee Association (CSEA) and its Local 41
December 9, 2014**

Article 4.0 WAGES AND WAGE PROVISIONS

The District has an interest in improving compensation in light of the District's budget, goals, and LCAP priorities.

Article 9.0 EVALUATION PROCEDURES

The District has an interest in improving and clarifying the evaluation process.

Article 11.0 EMPLOYEE BENEFITS

The District has an interest in improving employee benefits in light of the District's budget, goals, and LCAP priorities.

Article 17.0 ASSOCIATIONAL RIGHTS

The District has an interest in reviewing the release time of classified employees for Associational business.

The District has an interest in updating contract language to remove outdated terms.

The District reserves the right to add, delete, or modify these proposals as determined through the negotiations process.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Annual Financial Audit Report for Fiscal Year 2013-14

ITEM: Presentation

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 present to the Board the District's annual financial audit report for fiscal year 2013-14. The District's independent auditors Vavrinek, Trine, Day & Co., LLP will present and provide an assessment of the District's financial condition and internal controls regarding both 2012-13 and 2013-14 audit findings.

RATIONALE:

The State requires each district to submit an Audited Financial Statement by December 15, 2014, for the preceding fiscal year which ended June 30, 2014.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



Santa Ana
Unified School District

2013-14 Year-End Audit

December 9, 2014

Presented by Vavrinek, Trine, Day & Co., LLP



What is being presented?

- Statement of Auditing Standards (SAS) 114 Letter
 - Communication with those charged with Governance
- Audited Financial Statements
 - Financial Statements
 - Internal controls and other compliance
 - Federal Awards
 - Compliance
 - State Awards
 - Compliance



SAS 114 Letter

- Intent is to communicate directly with those charged with governance the results of the audit:
 - Appropriate accounting policies
 - Significant estimates
 - Corrected and uncorrected misstatements
 - Management consultations with other auditors
 - Audit findings



SAS 114 Letter, continued

- Two specific components to the letter are not addressed within the audited financial statements:
 - Difficulties encountered during the course of the audit
 - Disagreements with management



What is an Audit?

- A process designed to provide “reasonable assurance” about whether the financial statements are free of material misstatement
- Auditor’s opinion – unqualified is highest assurance provided
- How do we get there?
 - Risk assessment
 - Understand and review internal controls
 - Perform tests of transactions using a sampling approach



Summary of Auditors' Results

- Page 90 within the audit report
- Financial statement
 - Auditor's opinion was unmodified
 - There were no significant deficiencies or material weaknesses in internal control reported
- Federal awards
 - Auditor's opinion was unmodified
 - 3 major Federal programs tested
 - No significant deficiencies noted



Summary of Auditors' Results, continued

- State award
 - Auditor's opinion was unmodified for all programs except Instructional Materials
- There were no current year audit adjustments to the financial statements
- Management letters comments beginning page 96



Schedule of Financial Trends

- Page 74 of the audit report
- Only place within the report where historical trends for the past three years and the subsequent 'budget' year are presented
- Important trends noted:
 - The fund balance for the General Fund decreased (deficit) in the 2013-14 year
 - And is also projected to decrease in the 2014-15 year



Schedule of Financial Trends, continued

- Available reserves reflect a decrease over the past two years (however, are at the State required percentage)
- Long-term debt has increased over the past two years
- Average daily attendance reflects a small decrease for this year (but continued declines are projected for 2014-15)



Santa Ana
Unified School District

Questions?

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Certification of First Interim Financial Status (Positive)

ITEM: Presentation

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

PREPARED BY: Tony Wold, Ed.D., Executive Director, Business Operations
Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the certification of the First Interim financial status “positive” report.

The Education Code Section 42130 requires district superintendents to prepare and submit two interim financial reports to governing boards. A certification by the Governing Board concerning the financial stability of the District is required to be submitted to the County Superintendent of Schools. Staff will present and provide the Board with the First Interim financial report and highlight major changes that have occurred since budget adoption and an update on the financial obligations for the remainder of the fiscal year.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



2014-15 FIRST INTERIM REPORT

(FINANCIAL INFORMATION AS OF OCTOBER 31, 2014)

DECEMBER 9, 2014

Stefanie Phillips, Ed.D.

Deputy Superintendent, Operations/CBO

TONIGHT'S GOALS

2

- **2014–15 First Interim Report – Positive Certification**
- **Major Changes Since Budget Adoption**
- **Process/Next Steps**

MAJOR CHANGES - REVENUE

3

REVENUE ADJUSTMENTS – 2014-15	\$ (in millions)
Current year GAP funding of 29.56% (was 28.05% at adoption)	\$1.7 million
2015 Unduplicated count 93.78% (average of 93.24% & 94.32%)	\$2.7 million
One-time, prior year repayment for past claims	\$3.46 million

REVENUE ADJUSTMENTS – 2015-16	\$ (in millions)
Reduction in GAP Funding Projection from 22% to 20.68% (DOF Projection)	(\$1.5 million)
Removal of ROP Revenue from OCDE (end of MOU)	(\$2.9 million)
Removal of QEIA Revenue (end of program)	(\$5.58 million)
Impact of declining enrollment in 2014–15 (589 students)	(\$8.1 million)

MAJOR CHANGES - EXPENDITURES

4

EXPENDITURE ADJUSTMENTS – 2015-16	\$ (in millions)
STRS rate increase	\$4.9 million
PERS rate increase	\$0.7 million
Ongoing and Major Maintenance (RRMA restored to 3%)	\$2.6 million
ROP contribution increase (due to decreased MOU revenue)	\$2.9 million
QEIA expenses and positions eliminated (end of program)	(\$5.58 million)
Special Education staffing (low-incident caseloads) increase	\$1.5 million
Anticipated costs for Affordable Care Act and AB1522 (Sick Leave)	\$2.5 million
Health and Welfare Costs increase	\$3.7 million
Estimated Step and Column increase	\$3.1 million

BOARD POLICY 3100 – Stabilization Arrangement

5

- **7% of General Fund expenditures set aside for economic stabilization**
 - ▣ To cover limited operating expenses during severe economic uncertainty, catastrophic losses, natural and man-made disasters, etc.
- **Implications of Prop 2**
 - ▣ If the State makes a deposit into their reserve (rainy day fund), Proposition 2 places a maximum amount on the District's reserves at **4%**
 - The State has not made any deposits; therefore, Board policy 3100 remains in effect at this time

2014-15 ENDING FUND BALANCE and MULTI-YEAR PROJECTION

6

- Due to LCFF state funding adjustments, the 2013-14 ending fund balance increased by approximately \$8 million (one-time)
- Stabilization Arrangement funding at the end of 2014-15 will be approximately \$6.8 million (one-time)
- The Multi-Year Projection (MYP) incorporates ongoing LCFF funding
 - Current budgeted gap funding for 2015-16 is 20.68% (DOF projection)
 - Changes in funding will be verified after the Governor's January Budget Proposal

NEXT STEPS – Budget

7

January 2015

Governor's January Budget Proposal



March 2015

LCAP Update to the Board and Second Interim Report



May 2015

LCAP Update to the Board



June 2015

LCAP and Budget

THANK YOU

8



AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Acceptance of Annual Financial Audit Report for Fiscal Year 2013-14

ITEM: Action

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 for the Board to accept the District's annual financial audit report for fiscal year 2013-14. The District's independent auditors Vavrinek, Trine, Day & Co., LLP will present and provide an assessment of the District's financial condition and internal controls regarding both 2012-13 and 2013-14 audit findings.

RATIONALE:

The State requires each district to submit an Audited Financial Statement by December 15, 2014, for the preceding fiscal year which ended June 30, 2014.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept the annual financial audit report for fiscal year 2013-14.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Certification of First Interim Financial Status (Positive)

ITEM: Action

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

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

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

RATIONALE:

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

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

Certify the District financial status as (Positive).

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Agreement with THINK Together, Inc., for Management of Extended Learning Program Services for 2014-15 School Year**

ITEM: **Action**

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 a new agreement with THINK Together, Inc., for the management of District extended learning program services at high schools receiving the 21st Century High School After-School Safety and Enrichment for Teens (ASSETs) program grant.

At its June 25, 2013, Board Meeting, the Board approved an agreement with THINK Together, Inc., for the management of District extended learning program services at elementary, intermediate, and high schools. In order for the District to continue its partnership with THINK Together, Inc., District administration proposes to enter into a new one-year agreement.

This new agreement will begin on December 10, 2014 and will expire on June 30, 2015.

RATIONALE:

Through this agreement, a partnership and shared management will exist for the purpose of providing comprehensive high-quality extended learning program services, including academic assistance, homework support, enrichment, and wellness activities at District high schools. The District will provide direction for the curriculum, work jointly to design programs, and THINK Together, Inc., will work to raise private matching funds. THINK Together, Inc., will provide the day-to-day management and supervision of the program. The academic support provided by the THINK Together staff shall support and align with the District's focus on the implementation of the Common Core State Standards and provide for a positive school climate that extends school-day learning, keeps students safe, and provides students with academic enrichment.

FUNDING:

21st Century High School ASSETs Program Grant

RECOMMENDATION:

Approve the agreement with THINK Together, Inc., for management of extended learning program services for the 2014-15 school year.

DM:sz

**AGREEMENT
BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT
AND THINK TOGETHER, INC.
FOR MANAGEMENT OF EXTENDED LEARNING
PROGRAM SERVICES**

I. PARTIES AND EFFECTIVE DATE

This Agreement (“AGREEMENT”) dated December 9, 2014 (the “Effective Date”) is entered into by and between the Santa Ana Unified School District (“SAUSD”), a California public school district, and THINK Together, Inc. (“THINK Together”), a California non-profit corporation. SAUSD and THINK Together are referred to herein as “Party” and collectively as the “Parties.”

II. PURPOSE

The Parties hereby establish a public/private partnership (hereinafter “the Program”) for the purpose of providing comprehensive high-quality extended learning program services, including academic assistance, homework support, enrichment, and wellness activities (hereinafter “Program Services”) at SAUSD high schools receiving federal funding as described below in Section III.E (hereinafter “Program Locations”).

III. AGREEMENT

In consideration of the mutual promises and conditions set forth below, the Parties hereby agree as follows:

A. Activities

Unless otherwise specified herein or as subsequently designated by SAUSD as herein provided, THINK Together shall be responsible for overseeing and coordinating the provision of Program Services at each Program Location. The academic support provided by the THINK Together staff shall support and align with SAUSD’s focus on the implementation of the Common Core State Standards and provide for a positive school climate that extends school day learning, keeps students safe, and provides students with academic enrichment. THINK Together will coordinate and deliver academic assistance, enrichment services, family literacy and physical activities required by the ASSETs program in consultation with and under the direction of District.

B. Application/Enrollment

All SAUSD students attending the funded schools may apply to participate in the Program. Unless otherwise authorized by SAUSD as herein provided, enrollment shall be limited to SAUSD students. Students enrolled in the Program shall not be charged any fee.

C. Funding

Baseline funding for the Program will be provided through After School Safety and Education for Teens (ASSETs) grants obtained from the California Department of Education (“CDE”) via the U.S. Department of Education (“USDOE”) 21st Century Community Learning Centers Program (“21st CCLC”). It is the intent of the Parties that such grants will be obtained in the name of SAUSD. This AGREEMENT does not obligate SAUSD to incur costs, except as expressly provided herein.

D. Policy

SAUSD shall set policy for the Program. Consistent with this AGREEMENT, such policies may include, but shall not be limited to, application procedures; enrollment levels and eligibility; staffing levels of SAUSD employees, THINK Together employees, and volunteers; training procedures; times, dates, and locations of Program activities; along with such other and further policies as SAUSD deems appropriate for management of the Program. SAUSD shall consult with THINK Together prior to final adoption of such policies.

E. Facilities

SAUSD agrees to provide THINK Together with access to and use of SAUSD facilities to the extent necessary for the safe operation of Program Services on the following high school campuses: Century, Godinez, Saddleback, Santa Ana, Segerstrom, and Valley. Use of the SAUSD facilities shall be governed by a Facilities Use Agreement between THINK Together and SAUSD, which shall be executed prior to commencement of the Program Services.

F. Equipment

THINK Together shall provide all materials, tools, instruments, and implements required for the delivery of Program Services at all Program Locations operated by THINK Together. However, SAUSD shall provide THINK Together staff with radios/“walkie-talkies” for emergency communication purposes in accordance with Section III.G.2, below.

G. Training/Coordination

THINK Together, including all full-time site coordinators where appropriate, shall:

1. Participate in all training sessions required by SAUSD.
2. THINK Together shall adhere to SAUSD school site emergency plans as prescribed by SAUSD in the event of any occurrence or emergency threatening student health or safety. THINK Together staff shall attend and participate in such training and emergency drills as are required by SAUSD in connection with such emergency plans. SAUSD shall distribute such safety plans to THINK Together site coordinators at each Program location. THINK Together staff shall

use communication equipment provided by SAUSD, such as radios/“walkie-talkies,” to transmit information in a timely manner to SAUSD police and emergency services personnel.

3. Coordinate with SAUSD nutritional services staff to receive, distribute, and track the provision of snacks to students participating in the Program. The cost of snacks shall not be covered by 21st CCLC funds, but rather by SAUSD’s National School Lunch Program grant, or other such funding identified by SAUSD.
4. Foster and maintain ongoing communication with SAUSD staff (including but not limited to teachers and principals) at each Program location regarding student needs and progress. Such communication shall include, but not be limited to, attendance at one-on-one and group meetings with SAUSD teachers during the school day.
5. Foster and maintain ongoing communication with SAUSD parents through: (1) annual parent orientation meetings at each Program Location (generally held in or about the month of August); (2) development and distribution of quarterly newsletters to parents of all students in the Program; and (3) hosting at least one parent night at each Program location (can be in conjunction with PTO meetings at that school site).
6. Recruit and train volunteers in order to lower student/adult ratios in the delivery of Program Services.
7. Attend and participate in monthly coordination and operations meetings, along with such other representatives as are designated by THINK Together and SAUSD.

H. Evaluation

THINK Together shall work with SAUSD to develop and implement a comprehensive annual Program evaluation plan, including but not limited to attendance and participation in regular meetings of an evaluation committee. The evaluation plan shall include, but not be limited to, attendance tracking, collection of parent, teacher, and student/participant surveys, and development of a survey database. The evaluation plan shall be developed and implemented in accordance with CDE and USDOE guidelines.

I. Accounting/Auditing

THINK Together shall adhere to proper management and fiscal accountability practices, including but not limited to utilization of an accrual method of accounting. SAUSD shall be entitled to access and review any and all THINK Together accounts, financial reports, tax returns, audits, budgets, and related documentation. THINK Together shall also be responsible for securing an annual independent audit, in full compliance with all applicable CDE and USDOE requirements.

THINK Together shall coordinate with District to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Complete all attendance and expenditure reports required by 21st CCLC grant and submit reports to District in advance of the prescribed due dates. Specifically:

- Provide monthly attendance and snack reports to District by the 15th day of the month for the previous month of programming.
- Provide quarterly expenditure reports to District by the 20th day of the month following the end of the fiscal year.
- Provide final, annual expenditure report to District by July 15 for the previous fiscal year.
- Provide annual evaluation reports in accordance with grant due dates.

SAUSD will provide the following services:

- Serve as the fiscal and administrative agent for the 21st CCLC grant, approve and submit all reports required by the grant in advance of the prescribed deadlines, and provide timely payment to THINK Together as prescribed in this Agreement.
- Provide THINK Together with complete copies of all attendance, expenditure and evaluation reports and pertinent grant-related communication within five work days of submission to CDE.
- Coordinate with THINK Together to obtain the academic and attendance data required for the preparation of annual evaluation reports.

J. Financial Sustainability/Fundraising

THINK Together shall support financially sustainable growth of Program Services by:

1. Working to obtain grant funds from state and federal agencies.
2. Working collaboratively with SAUSD to obtain funding from area business, service organizations, churches, foundations, and all other relevant sources.
3. Increasing community visibility of Program Services by working with local press, business groups, and by coordinating and/or assisting with community-based fundraising and/or volunteer events, in coordination and with the approval of SAUSD.

K. Community Partners

It is the intent of the Parties that the Program neither replace nor deter after-school programs currently operated or hereinafter instituted by community-based organizations (hereinafter “Community Partners”), including but not limited to the Boys and Girls Club of Santa Ana, Toyama Karate-Do, and Active Learning. Programs operated by such Community Partners

may be added as SAUSD funds permit. Provided, however, that SAUSD reserves all of its rights with respect to programs operated by Community Partners, including but not limited to the right to terminate such programs.

L. Employees/Staffing

1. THINK Together shall provide one (1) full-time site facilitator and one (1) full-time site coordinator to oversee each Program Location not otherwise staffed by SAUSD employees and/or Community Partners designated by SAUSD for that purpose, but only to the extent funds are allocated for this purpose in the annual budget (See Section III.M.).
2. The Parties shall maintain staff sufficient to ensure a 20 to 1 student-staff-ratio (exclusive of the site facilitator and site coordinator).
3. THINK Together shall serve as the sole employer of all employees required to staff Program Services. THINK Together shall train, supervise, and evaluate its employees. Provided, however, that THINK Together shall consult with the SAUSD principal at each Program Location, and shall consider the principal's recommendations for retaining or terminating the site facilitator and/or site coordinator at that Program Location.
4. SAUSD shall serve as the sole employer of all SAUSD employees required to staff Program Services, and shall exercise exclusive authority to supervise and evaluate its employees. THINK Together agrees to provide training and general direction and oversight to SAUSD employees.
5. THINK Together shall consult with school administrators to identify and employ credentialed teachers to deliver certain program activities.
6. Each Party shall comply with all applicable federal, state, and local laws and ordinances with respect to its employees.
7. THINK Together shall fingerprint each of its employees in accordance with the fingerprinting procedures set forth in Education Code § 45125.1. In the event THINK Together is notified by the Department of Justice or otherwise becomes aware that any employee of THINK Together performing services under this AGREEMENT or otherwise in contact with SAUSD students has been arrested or convicted of a violent or serious felony listed in Penal Code § 667.5(c) or Penal Code § 1192.7, respectively, or any other crime which may disqualify the individual from contact with SAUSD students, THINK Together shall immediately notify SAUSD and remove said employee from performing services under this AGREEMENT and from otherwise interacting with SAUSD students until such time as SAUSD authorizes, as herein provided, the employee to resume performing services under this AGREEMENT.
8. In the event SAUSD is notified by the Department of Justice or otherwise becomes aware that any employee of SAUSD performing services under this

AGREEMENT or otherwise in contact with SAUSD students has been arrested or convicted of a violent or serious felony listed in Penal Code § 667.5(c) or Penal Code § 1192.7, respectively, or any other crime which may disqualify the individual from contact with SAUSD students, SAUSD shall immediately notify THINK Together and remove said employee from performing services under this AGREEMENT and from otherwise interacting with SAUSD students until such time as SAUSD authorizes, as herein provided, the employee to resume performing services under this AGREEMENT.

M. Payment/Budget

1. THINK Together shall at least annually establish a budget for use of 21st CCLC grant funds, along all other funds raised by THINK Together and designated for use in connection with Program Services. Such budget shall be submitted to SAUSD, and the use of 21st CCLC Grant funds shall be approved or rejected by SAUSD in its reasonable discretion. In the event that SAUSD rejects the budget in good faith, THINK Together shall consult with SAUSD and adjust the budget. THINK Together shall resubmit the budget with adjustments until such budget is approved by SAUSD.
2. THINK Together shall not expend 21st CCLC Grant funds except in accordance with a budget approved by SAUSD.
3. THINK Together shall have discretion to budget and disperse private non-designated funds raised exclusively by THINK Together for general use.
4. Following approval by SAUSD of a budget for the relevant annual period, funds shall be disbursed as follows: SAUSD shall retain 5% of 21st CCLC Grant funds for indirect expenses; and shall disburse the balance of these funds to THINK Together on a monthly basis for the following purposes;
 - a. Payment to SAUSD of costs that would otherwise be incurred by SAUSD in any of the following categories: hiring SAUSD employees, other services rendered by SAUSD.
 - b. Sub-contracted services performed by Community Partners.
 - c. Personnel costs associated with full-time and part-time THINK Together employees delivering Program Services.
 - d. Operational costs associated with the purchase of materials, equipment, and services required to deliver Program Services assigned to THINK Together.
 - e. Direct service costs associated with staffing, training, coaching, staff development, curriculum development, and Administrative costs associated with human resource management, fiscal

management and program oversight, not to exceed the prescribed amounts allowable under 21st CCLC programs.

N. Sub-Contracting

THINK Together shall not subcontract or assign its duties under this AGREEMENT, unless authorized by SAUSD.

O. Insurance

Public Liability and Property Damage. THINK Together agrees to maintain in full force and effect throughout the duration of the AGREEMENT a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with THINK Together's use of the Facilities and performance of Program Services under this AGREEMENT. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

Automobile Liability. THINK Together also agrees to maintain in full force and effect with regard to any THINK Together-owned vehicles which THINK Together brings onto the Facilities a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the AGREEMENT.

Workers' Compensation. THINK Together shall also maintain, in full force and effect throughout the term of this AGREEMENT, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

Notice; Additional Named Insureds. All insurance required under this AGREEMENT shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. SAUSD, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

Insurance Endorsements. Concurrent with the execution of the AGREEMENT and prior to any use by THINK Together of the Facilities, THINK Together will provide SAUSD with an endorsement(s) verifying such insurance and the terms described herein.

P. Indemnification

THINK Together shall be responsible for, and SAUSD shall not be answerable or accountable in any manner except to the extent caused by SAUSD's negligence or other wrongdoing, for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of THINK Together, its agents, officers, employees, or resulting from THINK Together's activities at the Facilities. THINK Together shall indemnify and defend SAUSD, its directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and

all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with THINK Together's activities at the Facilities, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the negligence or willful misconduct of SAUSD, and in connection therewith:

1. Actions Filed. THINK Together shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
2. Judgments Rendered. THINK Together shall promptly pay any judgment rendered against THINK Together or SAUSD covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Facilities referred to herein and agrees to save and hold SAUSD harmless therefrom, except when such liability arises from the negligence or willful misconduct of SAUSD.
3. Costs and Expenses; Attorneys' Fees. In the event SAUSD is made a party to any action or proceeding filed or prosecuted against THINK Together for such damages or other claims arising out of the use of and operations at the Facilities referred to herein, THINK Together agrees to pay SAUSD any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees, except in cases where SAUSD is proved to have engaged in negligence or willful misconduct.

THINK Together further agrees to indemnify, defend, and hold harmless SAUSD, its directors, officers, and employees and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this AGREEMENT, including without limitation, SAUSD's authority to enter into this AGREEMENT and/or authority to grant THINK Together benefits under this AGREEMENT.

THINK Together further agrees to indemnify, defend, and hold harmless SAUSD, its directors, officers, and employees and each of them from any claim or cause of action arising out of or related to liability resulting from THINK Together's violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation including, without limitation, any applicable labor laws and/or regulations.

THINK Together further agrees to indemnify, defend, and hold harmless SAUSD, its directors, officers, and employees and each of them from any claim or cause of action arising out of or related to any personal property of THINK Together and/or its agents stored in the Facilities.

The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

P. Term/Termination

Unless earlier terminated as herein provided, this AGREEMENT shall remain in force through June 30, 2015, coterminous with the ASSETs grant awards. Notwithstanding the foregoing, SAUSD may, within its sole discretion, terminate this AGREEMENT and its public/private partnership with THINK Together with 90 days advanced written notice. In the event of a substantial loss of grant funding, either Party may suspend operation of this AGREEMENT, to an extent consistent with the amount of the lost funding.

Q. Notice/Authorization

1. Notices required to be given pursuant to this AGREEMENT shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express, or Overnight Express. Any notice given pursuant to this AGREEMENT shall be deemed given only upon receipt by the receiving Party. Provided, however, that any such notice shall be valid only if delivered to the person(s) designated in this Section.
2. Actions “otherwise authorized” or “otherwise designated” by a Party, as contemplated by this AGREEMENT shall be valid only if authorized in writing by the person designated in this Section.
3. Notice and authorization/designation pursuant to this Section shall be valid only if provided to and/or made by the following persons, or their designee. Provided, however, that a designee shall exercise only such authority as has been authorized in writing by the persons indicated below, with notice of such designation provided to the other Party in the manner herein provided:

a. For SAUSD:

Stefanie Phillips, Ed.D.
Deputy Superintendent, Operations, CBO (or successor)
1601 E. Chestnut Avenue
Santa Ana, CA 92701
714/558-5523 (office)
714/558-5601 (fax)

b. For THINK Together:

Randy Barth
Chief Executive Officer (or successor)
THINK Together
2100 E. Fourth Street, Suite 200
Santa Ana, CA 92705
714/543-3807, ext. 8122 (office)
714/543-3852 (fax)

R. Entire Agreement

This AGREEMENT contains the entire agreement between the parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid unless expressly agreed by the Parties in writing. This AGREEMENT shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the parties herein as set out above.

S. Enforceability

Should any provision of this AGREEMENT be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this AGREEMENT.

T. Further Documents

Each party will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be necessary in order to consummate this AGREEMENT.

U. Construction

The parties agree that each party has been represented by counsel; that counsel for each party has reviewed this AGREEMENT; and that any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any interpretation of this AGREEMENT or any amendments or exhibits thereto.

V. Counterparts

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

X. Authorization

The Parties understand that this AGREEMENT is not effective unless and until it is approved or ratified by the Board of Education of SAUSD at a public meeting.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be duly executed as of the Effective Date.

SANTA ANA UNIFIED SCHOOL DISTRICT

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

THINK TOGETHER

By: _____
Name: Randy Barth
Title: Chief Executive Officer

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Ratification of Approval of Submission for Continued Funding Application for California State Preschool Program for 2015-16 Program Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification to approve the submission for continued funding application for California State Preschool Program for the 2015-16 program year.

RATIONALE:

The submission of application for continued funding for the Preschool Programs will allow existing State Funded Preschool classrooms within the District to continue providing services to over 900 students.

FUNDING:

California Department of Education/Child Development Division: \$2,661,338

RECOMMENDATION:

Ratify the approval of the submission for continued funding application for California State Preschool Program for the 2015-16 program year.

Fiscal Year 2015–16 Continued Funding Application (EESD-3704)

Review these instructions prior to completion of the Fiscal Year 2015-16 Continued Funding Application (EESD-3704).

1. Fill out the application and required attachments completely.
2. Documents must be signed in **blue ink**, by the contractor's authorized representative.
3. Documents must be printed single-sided.
4. Mail or deliver one (1) original and two (2) copies of the application packet and all required attachments to the address below by **December 1, 2014, 5 p.m.**

Fiscal Year 2015–16 Continued Funding Application
Early Education and Support Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

If there are any questions regarding the application process, contact the Early Education and Support Field Services Consultant listed on the Consultant County Assignments Web page at <http://www.cde.ca.gov/sp/cd/ci/assignments.asp> or by phone at 916-322-6233.

Section I –Contractor Information		
Contractor Legal Name	Insert the legal name of the contractor. Must match the STD. 204 form. A. SANTA ANA UNIFIED SCHOOL DISTRICT	
Contractor “Doing Business As” (DBA)	Insert the DBA name, if applicable. Do not use DBA where Legal Name is requested. B.	
The county number, vendor number, and the Federal Identification Number are the same numbers used on the contractor’s Attendance and Fiscal Report for Child Development programs.		
County: Insert the two-digit county code C. ORANGE	Vendor Number: Enter the four-digit vendor number D. 6667	Federal Identification Number: Enter the Federal Identification Number E. 95-6002823
The information below must match the information in the Child Development Management Information System (CDMIS).		
Executive Director: F. Dr. Rick Miller, Ph.D.	Address: G. 1601 E. Chestnut Avenue	
City: H. Santa Ana	Zip Code: I. 92701	
Telephone Number: J. 714-558-5501	Fax Number: K. 714-558-5610	
E-mail Address: L. rick.miller@sausd.us		

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2015–16. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Center-Based and Family Child Care Home Programs

- California State Preschool Program (CSPP)
 - Full-Year Part-Year
- California Center-Based (CCTR)
 - Infant/Toddler
 - School-Age
 - Family Child Care Home Education Network (CCTR)
- Family Child Care Home Education Network (CFCC)
- Program for Special Needs Children (Handicapped) (CHAN)
- Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)

Alternative Payment Programs

- Alternative Payment Program (CAPP)
- CalWORKs Stage 2 (C2AP)
- CalWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- Resource and Referral (CRRP)

Section III – Governing Board of Directors Contact Information				
Contractor’s Legal Name Santa Ana Unified School District				Vendor Number 6667
Does the contractor have a Board of Directors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Complete contact information for the current year’s Governing Board of Directors, including name, title, telephone number, mailing address, and e-mail address.				
Governing Board Member’s Name	Title	Telephone Number	Mailing Address	E-mail Address
1. Audrey Yamagata – Noji, Ph.D.	President	714-558-5515	1601 E. Chestnut Ave., Santa Ana, CA 92701	Cynthia.gastelo@sausd.us
2. José Alfredo Hernández, J.D.	Vice President	714-558-5515	1601 E. Chestnut Ave., Santa Ana, CA 92701	Cynthia.gastelo@sausd.us
3. Rob Richardson	Clerk	714-558-5515	1601 E. Chestnut Ave., Santa Ana, CA 92701	Cynthia.gastelo@sausd.us
4. John Palacio	Member	714-558-5515	1601 E. Chestnut Ave., Santa Ana, CA 92701	Cynthia.gastelo@sausd.us
5. Cecilia “Ceci” Iglesias	Member	714-558-5515	1601 E. Chestnut Ave., Santa Ana, CA 92701	Cynthia.gastelo@sausd.us
6.				

Section IV – Allocation of Agency Funds

The purpose of this form is to track contract funds as budgeted by service county or service planning area. All agencies with the following contract types must complete this form: **CCTR, CHAN, CMIG, CFCC, and CSPP**. List all service counties utilizing the contract and show the percentage of total contract funds as spent by service county for FY 2013-14. Percentages must sum to 100 percent.

If your agency provides services only in the Headquartered (HQ) county, please list the agency name, vendor number, and headquartered county. Enter the contract number below and show 100 percent next to the HQ county listed below each contract type held by your agency.

Contractor Legal Name: Santa Ana Unified School District

Vendor Number: 6667 **HQ County:** Orange

<p>CONTRACT NUMBER CCTR 4009</p> <table border="0"> <tr> <td>County</td> <td style="text-align: right;">% of total</td> </tr> <tr> <td><u>Monterey</u></td> <td style="text-align: right;"><u>100%</u></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">100%</td> </tr> </table>	County	% of total	<u>Monterey</u>	<u>100%</u>	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	Total:	100%	<p>CONTRACT NUMBER <u>6667</u></p> <table border="0"> <tr> <td>County</td> <td style="text-align: right;">% of total</td> </tr> <tr> <td><u>Orange</u></td> <td style="text-align: right;"><u>100</u> %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">100%</td> </tr> </table>	County	% of total	<u>Orange</u>	<u>100</u> %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	Total:	100%	<p>CONTRACT NUMBER _____</p> <table border="0"> <tr> <td>County</td> <td style="text-align: right;">% of total</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">100%</td> </tr> </table>	County	% of total	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	Total:	100%
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Comments:

Agency Contact Keely Orlando Date 11/6/2014
 (Name)

E-mail keely.orlando@sausd.us

If you have any questions regarding this form, please contact Dan Shin, Child Development Fiscal Services Unit, at 916-323-7394 or by e-mail at Dshin@cde.ca.gov.

Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as contained in California *Education Code*; *California Code of Regulations*, Title 5; and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. Exceptions to this certification are persons employed as "Program Director" or "Site Supervisor" who possess' a current Early Education and Support Division (EESD) approved Staffing Qualifications Waiver.

I certify that the Personnel Roster has been submitted to the EESD.

Signature of Authorized Representative	A.
Contractor Legal Name	B. Santa Ana Unified School District
Date	C.

Section VII – Subcontract Certification			
Does the contractor subcontract for direct services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Fill in the boxes below regarding the direct service contract and subcontractor. Subcontracts for direct services must be audited in accordance with CDE Audit Guidelines and reported with the contractor's audit. Fill out this form for every subcontract.			
Subcontractor Legal Name		A.	
Does the Subcontractor also contract with the CDE? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Subcontract Dollar Amount	\$	Contract Type: CCTR <input type="checkbox"/> CSPP <input type="checkbox"/> CMIG <input type="checkbox"/>	
Site Name		Site Complete Address	Service County
1.			
2.			
3.			

I certify that the contractual arrangement(s) listed above are in adherence with the required subcontract provisions contained in the *California Code Regulations*, Title 5, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the direct service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately.

Contractor Legal Name	B.
Signature of Contractor's Authorized Representative:	C.
Date of Signature	D.

Section VIII – Required Attachments

All attachments must be filled out completely and attached to the application.

A. Fiscal Year 2015–16 Program Calendar (EESD–9730)

The Program Calendar (EESD–9730) form is required for all contract types and completed **separately for each contract**. The EESD–9730 form will automatically add the Minimum Days of Operation (MDO) when the dates are “Xed”. The instructions are as follows:

1. Click on the EESD–9730 form link at <http://www.cde.ca.gov/sp/cd/ci/documents/eesd9730progcal1516.xls>
2. On the top of the form; input the name of the contractor and Vendor Number. Click on the County box, select the county from the drop-down list. Click on the Contract Type box, select the contract type from the drop-down list.
3. Click on the date for the days of operation; enter an “X” for all days that the program will serve subsidized children during the FY 2015–16 contract period (Center-Based programs and Family Child Care Home Education Networks). Alternative Payment and Resource and Referral programs should mark the days the program office is open for business.
4. The total number of days marked with an “X” for each contract will constitute each contract's MDO.
5. Print the completed EESD–9730 form.
6. Provide justification for a reduction of days on the Program Narrative Change (EESD–3704A) form if the number of days shown on the EESD–9730 form falls below 246 or 175 (as applicable to the contract type) **and** the contractor proposes to operate for fewer days than its FY 2014–15 MDO. The link to the form is located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddfoms.asp>.

If the MDO changes during the fiscal year contract period, the contractor is to justify the revision by submitting revised EESD–9730 and EESD–3704A forms to the assigned EESD Field Services Consultant to obtain the necessary approval. The revised forms **must** be received electronically by the EESD Field Services Consultant by **June 30, 2016**. Link to the form located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddfoms.asp>.

B. Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

It is the contractor's responsibility to maintain complete and accurate information in CDMIS. In addition, the Contractor must certify under penalty of perjury that all information in CDMIS is complete and correct. Incomplete or inaccurate information in CDMIS can result in an audit finding at the state level and a finding of noncompliance.

Contractor super users can submit updates to information from within the CDMIS Web site by selecting the function, "Update Agency Information." Changes will be stored within the database until the assigned EESD Field Services Consultant can review and approve or deny them. Detailed instructions for each section are available within the CDMIS Web site. If you have questions about how to submit your changes, please call CDMIS staff at 916-445-1907. To review the information and submit changes, log on to the CDMIS Web site at: <https://www4.cde.ca.gov/cdmis/default.aspx>.

Once all the information has been reviewed and changes have been submitted, (regardless of whether the changes have been approved by the EESD Field Services Consultant or are still pending approval), **generate and print the "Agency Information Certification form."** To generate this form:

1. In CDMIS, scroll to the bottom of the "Update Agency Information" Web page.
2. Click the "Generate Certification form" link.
3. When the form is generated, print it using the browser's print function.
4. The contractor's representative must sign the form.

Note: The contractor's legal name and mailing address cannot be changed through this process. Contact your EESD Field Services Consultant for more information.

The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency.

C. Payee Data Record (STD. 204) (Non-public agencies only)

Non-public agencies **must download and complete** the State of California Payee Data Record (STD.204) form link at <http://www.cde.ca.gov/sp/cd/ci/documents/std204formeedsd.pdf>.

1. Complete sections 2 through 5.
2. Payee legal name and address must match the legal Name and address on the EESD-3704.
3. **Print** the document, sign, and date.

D. Secretary of State (Non-public agencies only)

Non-public agencies must be authorized to do business with the State of California. Search your agency name and **print** the results from the California Secretary of State Debra Bowen Web site at <http://kepler.sos.ca.gov/>.

Agency status must be "active" and the entity name must match the payee legal name on the STD. 204 and Contractor Legal Name on the EESD-3704. If the agency status is "inactive," contact your EESD Consultant immediately.

E. Verification of School District Name and Address

Verification of school district's legal name and address must include a printed verification from the following Web sites:

California Community Colleges or Community College Districts search the California Community College Chancellor's Web page at

<http://californiacommunitycolleges.cccco.edu/Districts.aspx>

Or

School Districts search the California School Directory Web page at

<http://www.cde.ca.gov/re/sd/index.asp>

F. Contractor Certification	
Under penalty of perjury, I certify the following: <ul style="list-style-type: none">• I am authorized by the Board of Directors or other governing authority to execute this Continued Funding Application.• I have supervisory authority.• All applicable program statutes and regulations will be adhered to.• The information contained in pages 1-12 of this Continued Funding Application are true and correct to the best of my knowledge.	
Authorized Representative Signature:	Date: 11/18/14
Name and Title of Authorized Representative: Dr. Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations	Telephone Number: 714-558-5826

Contractor Legal Name		Santa Ana Unified School District	
Vendor Number	6667	County Number	30
G. Continued Funding Application (EESD-3704) Checklist			
This checklist must be submitted with the EESD-3704 application.			
Page Number	Required Item Description	Check (✓) Box	
2	Section I - Contractor Information	<input checked="" type="checkbox"/>	
3	Section II - Contract Types	<input checked="" type="checkbox"/>	
4	Section III - Governing Board of Directors Contact Information	<input checked="" type="checkbox"/>	
5	Section IV – Allocation of Agency Funds	<input checked="" type="checkbox"/>	
6	Section V - Program Narrative Change	<input checked="" type="checkbox"/>	
7	Section VI - Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks)	<input checked="" type="checkbox"/>	
8	Section VII – Subcontract Certification		
9	Section VIII A. - Program Calendar (EESD-9730) (one for each contract type)	<input checked="" type="checkbox"/>	
10	Section VIII B. – Certification of Contractor Information in the Child Development Management System (CDMIS) Data Base	<input checked="" type="checkbox"/>	
11	Section VIII C. - State of California, Payee Data Record (STD.204) (non-public agencies only)	<input type="checkbox"/>	
11	Section VIII D. - Secretary of State search results (non-public agencies only)	<input type="checkbox"/>	
11	Section VIII E. - Verification of School District Name and Address search	<input checked="" type="checkbox"/>	
12	Section VIII F. – Contractor Certification	<input checked="" type="checkbox"/>	
13	Section VIII G. – Continued Funding Application Checklist	<input checked="" type="checkbox"/>	
Contact Name	Keely S. Orlando, Early Childhood Education Coordinator		
Contact Phone Number	714-431-7542		

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Adoption of Resolution No. 14/15-3036 – Acceptance of Findings of Annual and Five-Year Reportable Developer Fees Report for Fiscal Year 2013-14

ITEM: Action

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

PREPARED BY: Jessica Mears, Facilities Planner

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3036 to accept the findings of Annual and Five-Year Reportable Developer Fees Report for Fiscal Year 2013-14 as per Government Code Sections 66001 and 66006, which require that the District shall make available to the public certain information and adopt prescribed findings relative to statutory and alternative school facility fees collected (“Reportable Fees”) on an annual basis. The report entitled Annual and Five-Year Reportable Developer Fees Report for Fiscal Year 2013-14 (“Report”) contains information and findings related to Reportable Fees received, expended, or to be expended in connection with school facilities to accommodate additional students from new development if funded or partially funded with those fees.

Pursuant to Government Code Section 66006, the District posted notice in the District’s regular posting locations of the time and place of the Board meeting where the Report would be considered for adoption, and published notice in the *OC Register*, a general circulation publication within the District’s boundaries. The Report (Attachment A) was made available for public review not less than 15 days prior to the Board of Education meeting.

RATIONALE:

This Board of Education agenda item and the Report meet the reporting requirements of Government Code Section 66006.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 14/15-3036 to accept the findings of the Annual and Five-Year Reportable Fees Report for Fiscal Year 2013-14 in compliance with Government Code Sections 66001 and 66006.

1 RESOLUTION NO. 14/15-3036

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Findings of the Annual and Five-Year Reportable Developer Fees Report for Fiscal
6 Year 2013-2014 in Compliance with Government Code Sections 66006 and 66001

7 WHEREAS, the Santa Ana Unified School District ("District") has received and
8 expended statutory and/or alternative school facilities fees ("Reportable Fees")
9 for the construction of the District's school facilities in order to accommodate
10 students from new development; and
11

12 WHEREAS, pursuant to Government Code Section 66006(a), the District has
13 established and maintained a separate capital facilities account for the
14 Reportable Fees ("Reportable Fees Account"); and
15

16 WHEREAS, pursuant to Government Code Section 66006(a), the Reportable Fees
17 have been deposited into the Reportable Fees Account in order to avoid any
18 commingling of the Reportable Fees with other revenues and funds of the District,
19 except for temporary investments, and has expended the Reportable Fees, along with
20 any interest income earned, solely for the purpose(s) for which the Reportable
21 Fees were originally collected; and
22

23 WHEREAS, Government Code Section 66006(b)(1) provides that the District
24 shall make a written report containing certain required information available to
25 the public within one hundred eighty (180) days after the last day of each fiscal
26 year; and
27

28 WHEREAS, Government Code Section 66006(b)(2) requires that the Board of
29 Education of the District ("Board") review the information made available to the
30 public, including the report entitled "Annual and Five-Year Reportable Developer
31 Fees Report for Fiscal Year 2013-2014" ("Report") at the next regularly scheduled
32 public meeting, at least fifteen (15) days after the Report was made available to
33 the public; and
34

35 WHEREAS, the Report contains the requisite information and proposed findings
36 concerning the collection and expenditure of Reportable Fees pursuant to
37 Government Code Sections 66006 and 66001; and
38

39 WHEREAS, Government Code Section 66001(d) provides that for the fifth fiscal
40 year following the first deposit into the Reportable Fees Account, and every five
41 years thereafter, the District shall make findings with respect to the portion of
42 the Reportable Fees Account that remains unexpended; and
43

44 WHEREAS, the District has complied with all of the foregoing provisions.
45

46 NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL
47 DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:
48

49 Section 1. The Board finds and determines that the foregoing recitals and
50 determinations are correct.
51

52 Section 2. Pursuant to Government Code Section 66006(a), the District has
53 established and maintained a Reportable Fees Account during Fiscal Year 2013-2014.

54
55 Section 3. Pursuant to Government Code Section 66006(a), the Reportable
56 Fees collected during Fiscal Year 2013-2014 have been deposited into the
57 Reportable Fees Account in order to avoid any commingling of the Reportable Fees
58 with other revenues and funds of the District, except for temporary investments,
59 and has expended the Reportable Fees, along with any interest income earned,
60 solely for the purpose(s) for which the Reportable Fees were originally collected.
61

62 Section 4. Pursuant to Government Code Section 66006(b)(1), the District
63 made the Report available to the public within one hundred eighty (180) days after
64 the last day of Fiscal Year 2013-2014.
65

66 Section 5. Pursuant to Government Code Section 66006(b)(1), the Board
67 reviewed the Report at the next regularly scheduled public meeting at least
68 fifteen (15) days after the Report was made available to the public.
69

70 Section 6. Pursuant to Government Code Sections 66006(b)(1) and (2), the
71 Board reviewed the Report that is incorporated by this reference and contains the
72 following information:
73

- 74 (A) A brief description of the type of Reportable Fees in the Reportable
75 Fees Account;
- 76 (B) The amount of the Reportable Fees;
- 77 (C) The beginning and ending balance of the Reportable Fees Account;
- 78 (D) The amount of Reportable Fees collected and the interest earned;
- 79 (E) An identification of each Project on which Reportable Fees were expended
80 and the amount of the expenditures on each Project, including the total
81 percentage of the cost of the Project that was funded with Reportable Fees;
- 82 (F) An identification of an approximate date by which the construction of
83 the Project will commence if the District determines that sufficient funds
84 have been collected to complete financing on an incomplete Project, as
85 identified in Section 66001(a)(2), and the Project remains incomplete;
- 86 (G) A description of each interfund transfer or loan made from the
87 Reportable Fees Account, including the Project on which the transferred or
88 loaned Reportable Fees will be expended, and, in the case of an interfund
89 loan, the date on which the loan will be repaid, and the rate of interest
90 that the Reportable Fees Account will receive on the loan; and
- 91 (H) The amount of refunds made pursuant to Section 66001(e) and any
92 allocations pursuant to Section 66001(f).
93

94 Section 7. Pursuant to Government Code Section 66006(b)(2), Notice was
95 mailed at least fifteen (15) days prior to the Board meeting, to any interested
96 party who filed a written request with the District for mailed Notice of the Board
97 meeting.
98

99 Section 8. The District posted Notice in the District's regular posting
100 locations and published Notice in a newspaper of general circulation within the
101 District's boundaries.
102

103 Section 9. Pursuant to Government Code Section 66001(d), the Board reviewed
104 the Report which is incorporated by this reference and contains the following
105 proposed findings:
106

- 107 (1) Identification of the purposes to which the Reportable Fees are to be
108 put;
- 109 (2) Demonstration of a reasonable relationship between the Reportable Fees
110 and the purpose for which they are charged;

111 (3) Identification of all sources and amounts of funding anticipated to
112 complete incomplete Projects of the District; and
113 (4) Designation of the approximate dates on which the funding referred to in
114 paragraph (3) is expected to be deposited into the respective District
115 account(s).
116

117 Section 10. When findings are required by Government Code Section 66001(d),
118 these findings shall be made at the same time as the findings as that information
119 required by Government Code Section 66006(b).
120

121 Section 11. Pursuant to Government Code Section 66001(e) and (f), the
122 District shall make certain findings when sufficient Reportable Fees have been
123 collected to complete the financing of incomplete Projects, and the Projects
124 remain incomplete.
125

126 Section 12. The Board determines that the District is in compliance with
127 Government Code Section 66000, et seq., regarding the receipt, deposit,
128 investment, expenditure and/or refund of Reportable Fees received and expended
129 relative to Projects for Fiscal Year 2013-2014.
130

131 Section 13. The Board determines that no refunds and allocations of
132 Reportable Fees, as required by Government Code Sections 66001(e) and
133 66006(b) (1) (H), are deemed payable at this time for Fiscal Year 2013-2014.
134

135 The foregoing resolution was considered, passed, and adopted by this Board at its
136 regular meeting of December 9, 2014.
137

138
139
140 _____
141 President of the Governing Board for the Santa
142 Ana Unified School District
143

144 Upon motion of Member _____ and duly seconded, the foregoing
145 Resolution was adopted by the following vote:

146 AYES:

147 NOES:

148 ABSENT

149
150 STATE OF CALIFORNIA)
151) ss:
152 COUNTY OF _____)
153
154
155

156 I, _____, Clerk of the Board of Education of the Santa Ana
157 Unified School District of Orange County, California, hereby certify that the
158 above and foregoing Resolution was duly adopted by the said Board at a regular
159 meeting thereof held on the 9th day of December, 2014 and passed by a vote of
160 _____ of said Board.

161
162
163 _____
164 Clerk of the Board of Education of the Santa
165 Ana Unified School District, State of
166 California
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AGENDA ITEM BACKUP SHEET

December 9, 2014

Board Meeting

TITLE: Authorization to Award Contracts for Bid Packages 6, 9, and 12 at Mitchell Child Development Center Under Modernization Program

ITEM: Action

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

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award contracts for Bid Packages 6, 9, and 12 at Mitchell Child Development Center.

RATIONALE:

At its October 22, 2013 meeting, the Board authorized staff to obtain bids for Bid Packages 2-18 at Mitchell Child Development Center. Legal advertisements of notice calling for bids were placed in the *Orange County Register* on October 3 and 10, 2014. The construction manager, architect, and staff are in agreement that the listed contractors represent the lowest responsive bidders. This bid amount is within budget.

Bid Package:	Contractor:	Description:	Bid Amount:
6	Best Contracting Services	Roofing, Sheet Metal, Metal Panels, Roof Accessories	\$438,780
9	Queen City Glass Co.	Glazing, Solar Film	\$90,340
12	Continental Flooring Inc.	Flooring	\$191,721
	Total		\$720,841

FUNDING:

Critically Overcrowded Schools Savings: \$720,841

RECOMMENDATION:

Authorize staff to award contracts for Bid Packages 6, 9 and 12 at Mitchell Child Development Center under Modernization Program.

Mitchell Child Development Center (Phase 1)

Bid Package 6 Roofing, Sheet Metal, Metal Panels, Roof Accessories

Bidder Name	Base Bid Amount
Best Contracting Services	\$438,780
Danny Letner, Inc. DBA Letner Roofing, Co.	\$715,000

Mitchell Child Development Center (Phase 1)

Bid Package 9 Glazing, Solar Film

Bidder Name	Base Bid Amount
Queen City Glass Co.	\$90,340
E&R Glass Contractors	\$128,400

Mitchell Child Development Center (Phase 1)

Bid Package 12 - Flooring

Bidder Name	Base Bid Amount
Continental Flooring, Inc.	\$191,721
JJJ Floor Covering, Inc.	\$202,565
Floor Tech America, Inc.	\$206,565
Donald M Hoover Flooring	\$207,910



SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 06

DSA Application Number: 04-111558 & 04-112171

BID FORM

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids ("Notice") and in the corresponding document entitled "Information for Bidders" ("Information for Bidders"), each of which was issued by the Santa Ana Unified School District ("District") in connection with the Project. This Bid Form must be submitted to the "Place of Bid Receipt" and by the "Bid Submission Deadline" specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the Information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form ("Bidder") is as follows:

Name: Best Contracting Services, Inc.

- Type of Entity (check one): Corporation
 General partnership
 Limited partnership
 Limited liability partnership
 Limited liability company
 Individual
 Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (check one)

California Other (specify): _____

Addendum No. dated _____, 20 ;

Addendum No. dated _____, 20 ;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

6. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item::

The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.).

7.3 **Noncollusion Affidavit.** The properly executed and notarized noncollusion affidavit required by Public Contract Code Section 7106 is attached.

8. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within five (5) "Business Days" (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- Agreement – Section 00500,
- Faithful Performance Bond – Section 00610
- Payment Bond – Section 00611,
- Disabled Veterans Business Enterprise Participation Certification– Section 00416,
- Certificate of Insurance – Section 00435
- Workers' Compensation Insurance Certificate – Section 00436,
- Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00437,
- Drug Free Workplace Certification – Section 00454,
- All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "Notice to Proceed" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

9. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

10. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interest in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

Moji Tabazadeh, President

Sean Tabazadeh, CEO/Secretary/RMO

Fatemeh Tabazadeh, Treasurer

(Attach additional sheets if necessary)

11. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Agreement, without further acknowledgement by the Bidder or the District.

12. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.

13. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. **Financial Information.** If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.

15. **Warranty Regarding Completion Date.** The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00500 – Agreement.

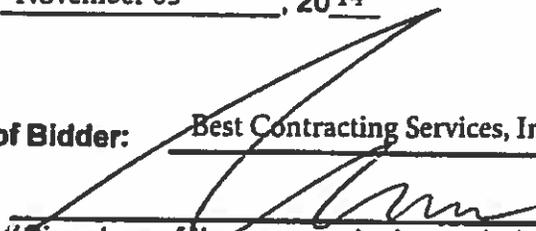
16. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead,

administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Dated: November 05, 2014

Name of Bidder: Best Contracting Services, Inc.

By: 

(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: Sean Tabazadeh
(Printed name here)

Title: CEO/Secretary
(i.e., President, General Partner, etc.)

THIS BOND SHALL BE FILED WITH THE REGISTRAR OF CONTRACTORS
STATE OF CALIFORNIA
CONTRACTORS STATE LICENSE BOARD

SURETY CODE G83
BOND NO 12049899
LICENSE NO 456263
OR
APP FEE NO _____

Contractor's Bond

(BUSINESS AND PROFESSIONS CODE SECTIONS 7071.5-7071.11)

The premium on this bond is \$ 313.00 for the term Three Years

KNOW ALL BY THESE PRESENTS That Best Contracting Services, Inc.

whose address for service is 19027 S. Hamilton Avenue Gardena CA 90248
STREET ADDRESS CITY STATE ZIP CODE

as Principal, and The Guarantee Company of North America USA
NAME OF SURETY

a corporation organized under the laws of Michigan
and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto the State of California, for the penal sum of Twelve Thousand Five Hundred Dollars (\$12,500) for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The provisions of Sections 7071.6 and 7071.8, *Business and Professions Code*, require that the Principal file or have on file with the Registrar a bond issued by an admitted surety in the sum of \$12,500 and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, The conditions of the foregoing obligation are that if the Principal shall comply with and be subject to the provisions of Division 3, Chapter 9 (commencing with Section 7000) of the Business and Professions Code, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED HOWEVER, This bond is issued subject to the following express conditions:

1. This bond may be cancelled by the Surety in accordance with the provisions of Sections 996.310 et seq. of the *Code of Civil Procedure*.
2. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which license is granted and each and every succeeding license period or periods for which said Principal may be licensed, after which liability hereunder shall cease except as to any liability or indebtedness therefore incurred or accrued hereunder.
3. The limitation of the liability of the surety and the conditions of the bond are as set forth in Sections 7071.5, 7071.6 and 7071.11, *Business and Professions Code* and any person claiming against said bond may bring an action in a proper court on this bond for the amount of the damage he may suffer as a result of such acts or omissions by the Principal except that such action must be brought within two (2) years after the expiration of the license period during which the act or omission occurred, or within two (2) years of the date of license of active licensee was inactivated, canceled or revoked, whichever occurs first, except provided further that a claim for fringe benefits shall be brought within six (6) months after the date the fringe benefit delinquencies were discovered, and any civil action thereon shall be filed within two (2) years after the date the fringe benefit contributions were due.
4. This bond is executed by the Surety to comply with the provisions of Division 3, Chapter 9, (commencing with Section 7000) of the *Business and Professions Code* and of Chapter 2, Title 14, Part 2 (commencing with Section 995 010) of the *Code of Civil Procedure* and said bond shall be subject to all of the terms and provisions thereof.
5. This bond to become effective March 28, 2008
DATE

The Guarantee Company of North America USA 1800 Sutter Street, Ste 735, Concord, CA 94520
NAME OF SURETY ADDRESS FOR SERVICE

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney

Executed in Irvine, California on 03/28/08, under the laws of the State of California.
CITY AND STATE DATE

Certificate of Authority # 08305
Signature of Attorney-in-Fact 
Printed or Typed Name of Attorney-in-Fact William Syrkin
Address of Attorney-in-Fact 5530 Trabuco Road, Irvine, CA 92620
Telephone Number of Attorney-in-Fact (949) 857-4500





THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Matthew C. Welty
Millennium Corporate Solutions, Inc.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen Dullard
Stephen Dullard, Vice President

Randall Musselman
Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28th day of March, 2008



Randall Musselman
Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

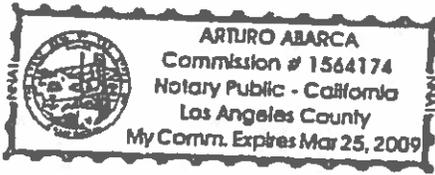
On 03/28/08
Date

before me, Arturo Abarca, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon the District's request, the Surety will provide the District with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the District is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Any claims under this bond may be addressed to the Surety at the following address:

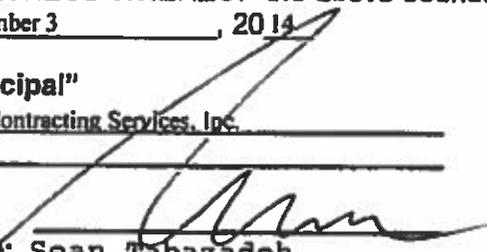
The Guarantee Company of North America USA
1800 Sutter Street, Suite 880
Concord, CA 94520

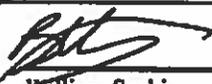
Attention: Kevin Chambers
Telephone No.: (925) 566 - 6040
Fax No.: (925) 566 - 6045
E-mail Address: kchambers@gcna.com

IN WITNESS WHEREOF the above-bounded parties have executed this instrument on
November 3, 2014

"Principal"
Best Contracting Services, Inc.

"Surety"
The Guarantee Company of North America USA

By: 
Name: Sean Tabazadeh
Title: CEO/Secretary

By: 
Name: William Syrkin
Title: Attorney-in-Fact

By: _____
Name: _____
Title: _____

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the District) that the Surety's signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/03/2014 before me, R. Haas-Bates, Notary Public

Date

Here Insert Name and Title of the Officer

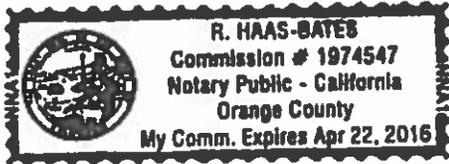
personally appeared William Syrkin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature R. Haas-Bates

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 11/03/2014

Number of Pages: Two (2)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

The Guarantee Company of North America USA

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Patricia Ann Bauer, Richard Leroy Adair
Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1 To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2 To revoke, at any time, any such Attorney-in-fact and revoke the authority given except as provided below
- 3 In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA, that the seal affixed to said instrument is the Corporate Seal of said Company, that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of November, 2014

Randall Musselman

Randall Musselman, Secretary



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Bld Pack: # 06

DSA Application Number: 04-111558 & 04-112171

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*) and any amendments thereto, each bidder submitting a bid as a general or prime contractor on the project identified above shall set forth below the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed in connection with the project, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid; In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If a bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent (0.5%) of the bidder's total bid, then the bidder shall be deemed to have agreed that the bidder is fully qualified to perform that portion, and that the bidder alone shall perform that portion. Violation of this provision (including without limitation the procurement of subcontractors for the project if no subcontractor is specified herein) can result in the District invoking any available remedies, including without limitation the remedies of Public Contract Code Sections 4110 and 4111, and District hereby reserves any and all rights in this regard.

The bidder should use the form attached on the following page to designate its subcontractors for the project. To the extent that additional space is needed, the bidder should complete and attach additional copies of that form. In addition to information necessary to identify the subcontractors, each page of that form should include the bidder's name, the bid number, the project number, the project title, and the school name.

Alternates. Each page of that form should also indicate whether the designation of contractors pertains to the bidder's base bid or (if the project involves alternate bids) an alternate bid; if the designation pertains to an alternate bid, the alternate bid number should also be specified.

[Form on the Next Page]



SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 06

DSA Application Number: 04-111558 & 04-112171

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
 (Public Contract Code section 7106)

The undersigned declares:

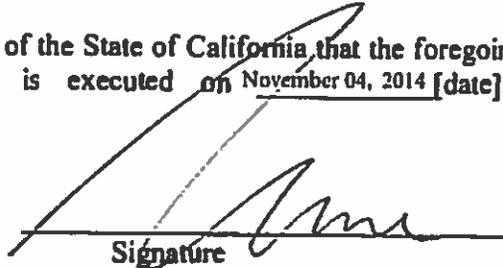
I am the CEO/Secretary of Best Contracting Services, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 04, 2014 [date], at Gardena [city], California [state].

* See Attached Notary *



 Signature

Sean Tabazadeh , CEO/Secretary

 Print Name

ACKNOWLEDGMENT

State of California
County of Los Angeles)

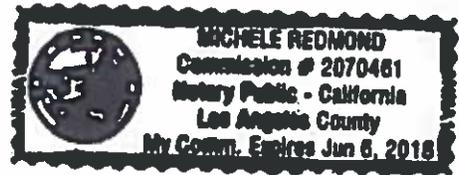
On 11/04/2014 before me, Michele Redmond, Notary Public
(insert name and title of the officer)

personally appeared Sean Tabazadeh
who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 09

DSA Application Number: 04-111558 & 04-112171

BID FORM

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids ("Notice") and in the corresponding document entitled "Information for Bidders" ("Information for Bidders"), each of which was issued by the Santa Ana Unified School District ("District") in connection with the Project. This Bid Form must be submitted to the "Place of Bid Receipt" and by the "Bid Submission Deadline" specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form ("Bidder") is as follows:

Name: Queen City Glass Co.

- Type of Entity (check one): Corporation
 General partnership
 Limited partnership
 Limited liability partnership
 Limited liability company
 Individual
 Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (check one)

California Other (specify): _____

Bidder's Street Address: 42210 Roick Drive, Suite 6
Temecula, CA 92590

Attention: Katie Mertins, Estimator

Bidder's Mailing Address: 42210 Roick Drive, Suite 6
Temecula, CA 92590

Attention: Katie Mertins, Estimator

Bidder's Telephone Number: (951) 719 - 3300

Bidder's Fax Number: (951) 719 - 3331

Bidder's e-mail address: katie@queencityglass.com

Bidder's California State Contractor's License Number: 289252

Class of Bidder's California State Contractor's License: C-17

Name under which Bidder does business (if different from Bidder's legal name):

1. **Submission of Bid.** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "Agreement" (as that term is defined in the Information for Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

2. **Bid Price.** As used in this Bid Form, the Bidder's "Bid Price" is Ninety Thousand Three Hundred Forty Dollars and No Cents (\$90,340.00). If the "Plans and Specifications" or other "Project Documents" (as those terms are defined in the Information for Bidders) call for a base bid and one or more additive or deductive alternate bids, then that Bid Price shall be deemed the "Base Bid" and the following bid prices shall be deemed the "Alternate Bids":

Alternate Bid No. 1 as identified at Page N/A, Section , Item of the Plans and Specifications: _____ Dollars and _____ Cents (\$ _____)

Alternate Bid No. 2 as identified at Page , Section , Item of the Plans and Specifications: _____ Dollars and _____ Cents (\$ _____)

Alternate Bid No. 3 as identified at Page , Section , Item of the Plans and Specifications: _____ Dollars and _____ Cents (\$ _____)

Alternate Bid No. 4 as identified at Page _____, Section _____, Item _____ of the Plans and Specifications: _____ Dollars and _____ Cents (\$ _____)

(Attach additional sheets if necessary to specify more alternate bids)

3. **Representations of Bidder In Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to the District that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

3.1 **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.

3.2 **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.

3.3 **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "Agreement" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.

3.4 **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by the District in connection with the Project which modify and are included as a part of the Project Documents:

Addendum No. 1 dated _____ 4/14 _____, 2014 ;

Addendum No. 2 dated _____ 4/17 _____, 2014 ;

Addendum No. 3 dated 5/16, 2014;

Addendum No. 4 dated 6/3, 2014;

SEE ATTACHED

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

6. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item::

XX The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

 The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

 The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

3.4 Addenda - Continued:

Addendum No. 5 dated 6/9/14

Addendum No. 6 dated 7/21/14

Addendum No. 7 dated 7/28/14

Addendum No. 8 dated 8/15/14

Addendum No. 9 dated 8/28/14

Addendum No. 10 dated 8/29/14

Addendum No. 11 dated 9/3/14

Addendum No. 12 dated 10/3/14

Addendum No. 13 dated 10/28/14

with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*).

7.3 **Noncollusion Affidavit.** The properly executed and notarized noncollusion affidavit required by Public Contract Code Section 7106 is attached.

8. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within five (5) "Business Days" (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- Agreement – Section 00500,
- Faithful Performance Bond – Section 00610
- Payment Bond – Section 00611,
- Disabled Veterans Business Enterprise Participation Certification– Section 00416,
- Certificate of Insurance – Section 00435
- Workers' Compensation Insurance Certificate – Section 00436,
- Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00437,
- Drug Free Workplace Certification – Section 00454,
- All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "Notice to Proceed" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

9. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

10. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interest in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

Erin Whiting, President

Joseph D. Dennis, III, Vice President

Lucile K. Dennis, Secretary/Treasurer

(Attach additional sheets if necessary)

11. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Agreement, without further acknowledgement by the Bidder or the District.

12. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.

13. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. **Financial Information.** If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.

15. **Warranty Regarding Completion Date.** The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00500 – Agreement.

16. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead,

administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Dated: November 4, 2014

Name of Bidder: Queen City Glass Co.

By: 
(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: Erin Whiting
(Printed name here)

Title: President
(i.e., President, General Partner, etc.)



SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 9

DSA Application Number: 04-111558 & 04-112171

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
 (Public Contract Code section 7106)

The undersigned declares:

I am the President of Queen City Glass Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/4/2014 [date], at Temecula [city], CA [state].

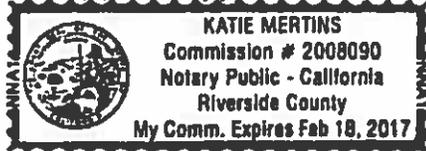

 Signature

Erin Whiting, President
 Print Name

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 4th
day of November, 2014, by Erin Whiting

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Katie Mertens



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Bid Pack: # 9

DSA Application Number: 04-111558 & 04-112171

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*) and any amendments thereto, each bidder submitting a bid as a general or prime contractor on the project identified above shall set forth below the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed in connection with the project, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid; In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If a bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent (0.5%) of the bidder's total bid, then the bidder shall be deemed to have agreed that the bidder is fully qualified to perform that portion, and that the bidder alone shall perform that portion. Violation of this provision (including without limitation the procurement of subcontractors for the project if no subcontractor is specified herein) can result in the District invoking any available remedies, including without limitation the remedies of Public Contract Code Sections 4110 and 4111, and District hereby reserves any and all rights in this regard.

The bidder should use the form attached on the following page to designate its subcontractors for the project. To the extent that additional space is needed, the bidder should complete and attach additional copies of that form. In addition to information necessary to identify the subcontractors, each page of that form should include the bidder's name, the bid number, the project number, the project title, and the school name.

Alternates. Each page of that form should also indicate whether the designation of contractors pertains to the bidder's base bid or (if the project involves alternate bids) an alternate bid; if the designation pertains to an alternate bid, the alternate bid number should also be specified.

[Form on the Next Page]



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Bid Pack: # 09

DSA Application Number: 04-111558 & 04-112171

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Queen City Glass Co.
_____ as Principal (hereinafter called
the "Principal") and The Guarantee Company of North America USA
_____ as Surety, (hereinafter called the "Surety") are held and firmly bound unto the
SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter called the "District") in the
penal sum of
Ten percent of amount bid _____ Dollars (\$ 10% _____).

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid dated November 4, 2014, for the construction of:

Mitchell Child Development Center
Bid Package #09 - Glazing

PROJECT NO. DSA Application Number: 04-111558 & 04-112171

NOW THEREFORE, if the District accepts the Principal's bid, and if within five (5) business days (i.e. days on which the District is opened for business) thereafter the Principal enters into a written contract with the District in accordance with the bid as accepted, and if by no later than said fifth (5th) business day the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the prompt payment of labor and material furnished in connection with that contract, or in the event of the failure of the Principal to enter into such contract and to give such bonds, if the Principal shall pay to the District within ten (10) business days after the District's request the difference between the amount specified in the bid and the amount for which District may in good faith contract with another party to perform the work covered by the bid, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract as indicated herein.

Forfeiture of this bond shall not preclude District from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any

of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon the District's request, the Surety will provide the District with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the District is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Any claims under this bond may be addressed to the Surety at the following address:

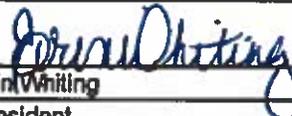
The Guarantee Company of North America USA
1800 Sutter Street, Ste 880
Concord, CA 94520

Attention: Kevin Chambers
Telephone No.: (925) 566 - 6040
Fax No.: (925) 566 - 6045
E-mail Address: kchambers@gcna.com

IN WITNESS WHEREOF the above-bounded parties have executed this instrument on September 22, 2014.

"Principal"
Queen City Glass Co.

"Surety"
The Guarantee Company of North America USA

By: 
Name: Erin Whiting
Title: President

By: 
Name: Rebecca Ann Haas-Bates
Title: Attorney-in-Fact

By: _____
Name: _____
Title: _____

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the District) that the Surety's signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange

On 09/22/2014

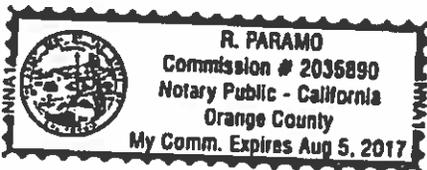
Date

before me, R. Paramo, Notary Public

Here Insert Name and Title of the Officer

personally appeared Rebecca Ann Haas-Bates

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: R. Paramo

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 09/22/2014

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Ann Haas-Bates

- Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

The Guarantee Company of North America USA

Signer is Representing: _____



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Patricia Ann Bauer, Richard Leroy Adair
 Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 8 03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003 The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA, that the seal affixed to said instrument is the Corporate Seal of said Company, that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of September, 2014

Randall Musselman

Randall Musselman, Secretary

ACKNOWLEDGMENT

State of California
County of Riverside

On November 3, 2014 before me, Katie Mertins, Notary Public
(insert name and title of the officer)

personally appeared Erin Whiting
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katie Mertins (Seal)





SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 12

DSA Application Number: 04-111558 & 04-112171

BID FORM

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids ("Notice") and in the corresponding document entitled "Information for Bidders" ("Information for Bidders"), each of which was issued by the Santa Ana Unified School District ("District") in connection with the Project. This Bid Form must be submitted to the "Place of Bid Receipt" and by the "Bid Submission Deadline" specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the Information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the Information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form ("Bidder") is as follows:

Name: CONTINENTAL FLOORING INC

- Type of Entity (check one): Corporation
 General partnership
 Limited partnership
 Limited liability partnership
 Limited liability company
 Individual
 Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (check one)

California Other (specify): _____

Bidder's Street Address: 10763 BELL CT.
RANCHO CUYAMONGA, CA 91730

Attention: TODD DISTELRATH

Bidder's Mailing Address: 10763 BELL CT.
RANCHO CUYAMONGA CA 91730

Attention: TODD DISTELRATH

Bidder's Telephone Number: (909) 941 - 8305

Bidder's Fax Number: (909) 941 - 7669

Bidder's e-mail address: tde@flooring.com

Bidder's California State Contractor's License Number: 571581

Class of Bidder's California State Contractor's License: CA

Name under which Bidder does business (if different from Bidder's legal name):

1. **Submission of Bid.** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "Agreement" (as that term is defined in the Information for Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

2. **Bid Price.** As used in this Bid Form, the Bidder's "Bid Price" is ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED Dollars ~~and~~ TWENTY ONE Cents (\$ 191,721.00). If the "Plans and Specifications" or other "Project Documents" (as those terms are defined in the Information for Bidders) call for a base bid and one or more additive or deductive alternate bids, then that Bid Price shall be deemed the "Base Bid" and the following bid prices shall be deemed the "Alternate Bids":

Alternate Bid No. 1 as identified at Page _____, Section _____, Item _____ of the Plans and Specifications: N/A
Dollars and _____ Cents (\$ _____)

Alternate Bid No. 2 as identified at Page _____, Section _____, Item _____ of the Plans and Specifications: N/A
Dollars and _____ Cents (\$ _____)

Alternate Bid No. 3 as identified at Page _____, Section _____, Item _____ of the Plans and Specifications: N/A
Dollars and _____ Cents (\$ _____)

Alternate Bid No. 4 as identified at Page _____, Section _____, Item _____ of the
Plans and Specifications: N/A
Dollars and _____ Cents (\$ _____)

(Attach additional sheets if necessary to specify more alternate bids)

3. **Representations of Bidder in Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to the District that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

- 3.1 **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.
- 3.2 **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.
- 3.3 **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "Agreement" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.
- 3.4 **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by the District in connection with the Project which modify and are included as a part of the Project Documents:

Addendum No. 1 dated 4/14, 2014;

Addendum No. 2 dated 4/17, 2014;

Addendum No. 3 dated 5/16, 2014;

Addendum No. 4 dated 10/3, 2014;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

6. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item::

The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

Addendum No. 5 dated 6/9, 2014;
Addendum No. 6 dated 7/21, 2014

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

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Addendum No. 1 dated 7/28, 2014;

Addendum No. 8 dated 8/15, 2014;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

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The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

Addendum No. 9 dated 8/28, 2014;

Addendum No. 10 dated 8/29, 2014;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

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The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

Addendum No. 11 dated 9/3, 2014;

Addendum No. 12 dated 10/3, 2014;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

6. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item::

The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

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Addendum No. 13 dated 10/28, 2014;
Addendum No. _____ dated _____, 20____;

(Attach additional sheets if necessary to describe additional Addenda Issued by the District)

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" Identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

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The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

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7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*).

7.3 **Noncollusion Affidavit.** The properly executed and notarized noncollusion affidavit required by Public Contract Code Section 7106 is attached.

8. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within five (5) "Business Days" (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- Agreement – Section 00500,
- Faithful Performance Bond – Section 00610
- Payment Bond – Section 00611,
- Disabled Veterans Business Enterprise Participation Certification– Section 00416,
- Certificate of Insurance – Section 00435
- Workers' Compensation Insurance Certificate – Section 00436,
- Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00437,
- Drug Free Workplace Certification – Section 00454,
- All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "Notice to Proceed" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

9. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

10. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interest in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

TODD DISTELBATH - PRESIDENT
BRIAN RUFF - VICE PRESIDENT

(Attach additional sheets if necessary)

11. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Agreement, without further acknowledgement by the Bidder or the District.
12. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.
13. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
14. **Financial Information.** If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.
15. **Warranty Regarding Completion Date.** The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00500 – Agreement.
16. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead,

administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Dated: 11/3, 2014

Name of Bidder: CONTINENTAL FLOORING INC.

By: [Signature]
(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: TODD DISTELPATH
(Printed name here)

Title: PRESIDENT
(i.e., President, General Partner, etc.)



SANTA ANA UNIFIED SCHOOL DISTRICT
 1601 East Chestnut Avenue
 Santa Ana, California 92701-6322
 (714) 480-5355

Bid Pack: # 12

DSA Application Number: 04-111558 & 04-112171

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
 (Public Contract Code section 7106)

The undersigned declares:

I am the PRESIDENT of CONTINENTAL FLOORING INC. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/3/14 [date], at BANKITO [city], CA [state].
Continental



 Signature

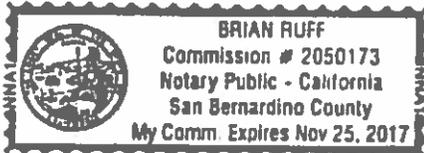
TOOD DISTELBACH

 Print Name PRESIDENT

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 3rd
day of November, 2014, by Todd Distelrath

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Todd Distelrath", written over a horizontal line.



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Bid Pack: # 12

DSA Application Number: 04-111558 & 04-112171

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*) and any amendments thereto, each bidder submitting a bid as a general or prime contractor on the project identified above shall set forth below the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed in connection with the project, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid; In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If a bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent (0.5%) of the bidder's total bid, then the bidder shall be deemed to have agreed that the bidder is fully qualified to perform that portion, and that the bidder alone shall perform that portion. Violation of this provision (including without limitation the procurement of subcontractors for the project if no subcontractor is specified herein) can result in the District invoking any available remedies, including without limitation the remedies of Public Contract Code Sections 4110 and 4111, and District hereby reserves any and all rights in this regard.

The bidder should use the form attached on the following page to designate its subcontractors for the project. To the extent that additional space is needed, the bidder should complete and attach additional copies of that form. In addition to information necessary to identify the subcontractors, each page of that form should include the bidder's name, the bid number, the project number, the project title, and the school name.

Alternates. Each page of that form should also indicate whether the designation of contractors pertains to the bidder's base bid or (if the project involves alternate bids) an alternate bid; if the designation pertains to an alternate bid, the alternate bid number should also be specified.

[Form on the Next Page]

Name of Bidder: CONTINENTAL FLOORING INC

Bid No: _____ Project No.: _____ Project Title: HIGH SCHOOL School: _____

This Designation Pertains to (Check one): Base Bid Alternate Bid No. _____

Portion of Work to be Performed by Subcontractor	Name of Subcontractor	License No.	Location
NONE			

Contractor: CONTINENTAL FLOORING INC

By: [Signature]

Name: TODD DISTELKAMP

Title: PRESIDENT



SANTA ANA UNIFIED SCHOOL DISTRICT
1601 East Chestnut Avenue
Santa Ana, California 92701-6322
(714) 480-5355

Bld Pack: # 12-Flooring

DSA Application Number: 04-111558 & 04-112171

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Continental Flooring, Inc.
_____ as Principal (hereinafter called
the "Principal") and Washington International Insurance Company
_____ as Surety, (hereinafter called the "Surety") are held and firmly bound unto the
SANTA ANA UNIFIED SCHOOL DISTRICT (hereinafter called the "District") in the
penal sum of
Ten Percent of the Bid Amount - - - - - Dollars (\$ 10% of the Bid),

lawful money of the United States of America, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and
successors, jointly and severally, firmly by these presents. The condition of this
obligation is such that whereas the Principal has submitted the accompanying Bid dated
Sep. 4th, 2014, for the construction of:

Mitchell Child Development Center
Bld Package #12 - Flooring

PROJECT NO. _____

NOW THEREFORE, if the District accepts the Principal's bid, and if within five (5)
business days (i.e. days on which the District is opened for business) thereafter the
Principal enters into a written contract with the District in accordance with the bid as
accepted, and if by no later than said fifth (5th) business day the Principal shall give the
required bonds with good and sufficient sureties for the faithful performance and proper
fulfillment of such contract, and for the prompt payment of labor and material furnished
in connection with that contract, or in the event of the failure of the Principal to enter into
such contract and to give such bonds, if the Principal shall pay to the District within ten
(10) business days after the District's request the difference between the amount
specified in the bid and the amount for which District may in good faith contract with
another party to perform the work covered by the bid, then the above obligation shall be
void and of no effect, otherwise it shall remain in full force and effect. The full payment
of the sum stated above shall be due immediately if Principal fails to execute the
Contract as indicated herein.

Forfeiture of this bond shall not preclude District from seeking any or all other remedies
provided by law to cover losses sustained as a result of the Principal's failure to do any

SANTA ANA UNIFIED SCHOOL DISTRICT
Mitchell Child Development Center New Building Addition and Sitework

BID BOND
SECTION 00411-1

of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon the District's request, the Surety will provide the District with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the District is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Any claims under this bond may be addressed to the Surety at the following address:

Washington International Insurance Company
6 Hutton Centre Dr., Suite 850
Santa Ana, CA 92707

Attention: Vu Ho
Telephone No.: (714) 550-7799
Fax No.: (714) 550-7798
E-mail Address: Vu_Ho@swissre.com

IN WITNESS WHEREOF the above-bounded parties have executed this instrument on August 27th, 2014.

"Principal"
Continental Flooring, Inc.

By: 
Name: TODD DISTELBACH
Title: PRESIDENT

"Surety"
Washington International Insurance Company

By: 
Name: D. J. Picard
Title: Attorney-in-Fact

By: _____
Name: _____
Title: _____

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the District) that the Surety's signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On August 27, 2014 before me, Susan E. Morales, Notary Public

personally appeared D.J. Picard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Susan E. Morales
Signature of Notary Public



Place Notary Seal Above

OPTIONAL Susan E. Morales, Notary Public

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: August 27, 2014

Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: D.J. Picard

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

Washington International
Insurance Company

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

D.J. PICARD, TODD M. ROHM, CATHY S. KENNEDY,

BEATA A. SENSI and CHERYL L. THOMAS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

55

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of AUGUST, 2014.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

ACKNOWLEDGMENT

State of California
County of San Bernardino)

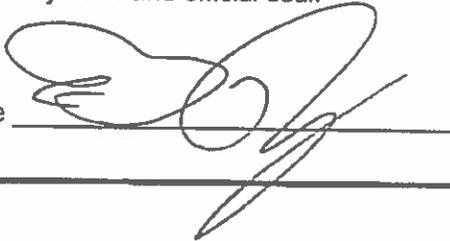
On November 3, 2014 before me, Brian Ruff, Notary Public
(insert name and title of the officer)

personally appeared Todd Distelrath
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

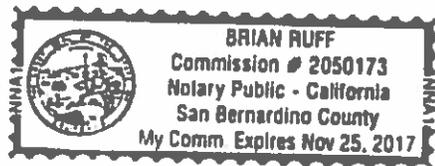
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



AGENDA ITEM BACK UP SHEET
December 9, 2014

Board Meeting

TITLE: Adoption of Resolution 14/15-3037 - Authorizing the Purchase of Musco Sports Lighting Products Directly From Musco Lighting for Century High School and the SAUSD Sports Complex Project, as Authorized by Resolution 14/15-3033

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 adoption of Resolution No. 14/15-3037 to authorize the purchase of Musco sports lighting products directly from Musco Lighting for Century High School and the SAUSD Sports Complex project. On October 14, 2014, the Board passed Resolution No. 14/15-3033 authorizing the Fourth Amendment to Standardize District Facility Components ("Resolution"). That Resolution specifically provides that the District may directly purchase specific products identified in the Resolution as the only acceptable products for use on District public works projects. Musco sports lighting products were specifically identified in the Resolution as authorized products for direct purchase by the District.

RATIONALE:

Purchasing Musco Lighting products directly from the product manufacturer, Musco Lighting, would give the District the lowest prices and terms for these products. Public Contract Code section 20111 states that a school district is required to competitively bid any purchase of equipment with a contract value over \$84,100 or any procurement of public works with a contract value over \$15,000. However, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694 (See also Los Angeles Dredging Company v. City of Long Beach (1930) 2 Cal. 348; Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

Musco Lighting has confirmed in writing to District staff that it will not sell Musco sports lighting products to any other vendor or contractor for a price lower than the price Musco Lighting is selling those products to the District. Musco Lighting has also confirmed in writing that its pricing excludes third party markup and profit, assuring the District that it is receiving the lowest pricing and terms from Musco Lighting (see correspondence from Musco Lighting attached to the Resolution). Publicly bidding the procurement and installation of Musco Lighting products from third party vendors for Century High School and the SAUSD Sports Complex Project would be futile and would not produce pricing or terms advantages for the District.

FUNDING:

State School Facility Program/Measure G:	Century High School	\$1,081,900
10% for unforeseen conditions		\$108,190
Capital Facilities Fund:	SAUSD Sports Complex	\$565,000
10% for unforeseen conditions		\$56,500
Total		<u>\$1,811,590</u>

RECOMMENDATION:

Adopt Resolution No. 14/15-3037 to authorize the purchase of Musco sports lighting products directly from Musco Lighting for Century High School and the SAUSD Sports Complex Project, as authorized by Resolution No. 14/15-3033.

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RESOLUTION NO. 14/15-3037
BOARD OF EDUCATION
SANTA ANA UNIFIED SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

RESOLUTION AUTHORIZING THE PURCHASE OF MUSCO SPORTS LIGHTING PRODUCTS
DIRECTLY FROM MUSCO LIGHTING FOR CENTURY HIGH SCHOOL AND THE SAUSD SPORTS COMPLEX
PROJECT, AS AUTHORIZED BY RESOLUTION 14/15-3033

WHEREAS, On October 14, 2014, this Board passed Resolution 14/15-3033 authorizing the Fourth Amendment to Standardize District Facility Components ("Resolution").

WHEREAS, the Resolution specifically provides that the District may directly purchase specific products identified in the Resolution as the only acceptable products for use on District public works projects.

WHEREAS, Musco sports lighting products were specifically identified in the Resolution as authorized products for direct purchase by the District.

WHEREAS, Musco Lighting has confirmed in writing to District staff that it will not sell Musco sports lighting products to any other vendor or contractor for a price lower than the price Musco Lighting is selling those products to the District.

WHEREAS, Musco Lighting has also confirmed in writing to District staff that its pricing excludes third party markup and profit, assuring the District that it is receiving the lowest pricing and terms from Musco Lighting, as indicated in the attached correspondence attached hereto as Exhibit "A".

WHEREAS, Public Contract Code section 20111 states that a school district is required to competitively bid any purchase of equipment with a contract value over \$84,100 or any procurement of public works with a contract value over \$15,000; and

WHEREAS, notwithstanding Public Contract Code section 20111, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694 (See also Los Angeles Dredging Company v. City of Long Beach (1930) 2 Cal. 348; Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

WHEREAS, publicly bidding the procurement of Musco sports lighting products will not affect the final result of bidding because the best possible price and terms are directly from the manufacturer of the Musco Lighting products; and

WHEREAS, publicly bidding the procurement of Musco sports lighting products from third-party vendors will not produce an advantage to the District.

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

1. That the foregoing recitals are true.
2. For the reasons stated above, public bidding for Musco sports lighting products from third-party vendors would not produce an advantage to the District and it

1 would be incongruous, futile, and unavailing to publicly bid for the Musco
2 sports lighting products from third-party vendors for Century High School and
3 the SAUSD Sports Complex Project.
4

- 5 3. Publicly bidding the procurement of Musco sports lighting products from third-
6 party vendors will not affect the final results of bidding for the Musco sports
7 lighting products because the best possible price and terms are directly from
8 the manufacturer, Musco Lighting.
9
- 10 4. That the District's Superintendent, or the Superintendent's designee, is
11 authorized pursuant to this Resolution to take any action that is necessary to
12 complete the procedures necessary to carry out, give effect to, and comply with
13 the terms and intent of this Resolution.
14
15

16 PASSED AND ADOPTED, by the Governing Board on December 9, 2014 upon motion of
17 member _____ and duly seconded, the foregoing Resolution was adopted by
18 the following vote:

19
20
21 AYES:
22 NOES:
23 ABSENT
24
25

26 STATE OF CALIFORNIA)
27) ss:
28 COUNTY OF Orange)
29
30

31 I, _____ President of the Board of Education of the Santa Ana Unified
32 School District of Orange County, California, hereby certify that the above and
33 foregoing Resolution was duly adopted by the said Board at a regular meeting
34 thereof held on December 9, 2014, and passed by a vote of _____ of said
35 Board.
36
37

38
39
40 _____
41 President of the Governing Board for the Santa Ana
42 Unified School District
43

44 I, _____ Clerk of the Board of Education of the Santa Ana Unified School
45 District of Orange County, California, hereby certify that the above and foregoing
46 Resolution was duly adopted by the said Board at a regular meeting thereof held on
47 the 9th day of December 2014, and passed by a vote of _____ of said Board.
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50 _____
51 Clerk of the Board of Education of the Santa Ana
52 Unified School District
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Exhibit "A"

[Attach November 19, 2014, Letter from Musco Lighting to District]



11/19/2014

Todd Butcher
Director of Construction
1601 East Chestnut Ave
Santa Ana, California 92701

Re: SAUSD Sports Complex

Dear Todd:

Thank you for the opportunity to work directly with Santa Ana Unified School District towards completing another successful sports lighting project, similar to previous projects at Santa Ana Valley High School Pool, Godinez Fundamental High School, Segerstrom High School Pool, and Willard Intermediate School. **Working directly with Musco ensures the District receives the lowest available pricing for the Musco Sports Lighting products.** A sole source purchase allows the District to purchase the product they want, at factory-direct pricing, and avoid the multiple layers of pricing mark-ups standard on a public-bid project. It is, without a doubt, the most cost-effective way to purchase Musco products.

We are pleased to present Musco's Light-Structure Green™ system for your lighting project. Light-Structure Green is the result of over 35 years of technology innovation and over \$10 million of research and capital investment; providing significant advantages for your budget and for the environment. The following is a list of the key values and features that are unique to Musco's Light-Structure Green system, and the patents that support those features.

1. Luminaire Efficiency and Smart Lamp™ Technology

- a. **Constant Light Levels** – Smart Lamp operating system provides constant light levels over the life of the lamp with a series of timed power adjustments. This is supported by Patent Group 2 in the chart below.
- b. **Energy Efficiency – Reduces energy consumption by half**
Light-Structure Green requires 40% fewer fixtures than prior technology systems, resulting in a reduced energy consumption over the life of the system. Additional energy savings are provided by Musco's Control-Link® control system. This is supported by Patent Group 3 in the chart below.
- c. **Spill Light Control – Cuts off site spill light by 50%**
Over 2000 photometric patterns and our advanced visor system provide minimal spill light, customized for each project. Spill light is cut by 50% over Musco's prior industry leading Total Light Control™ spill and glare control system. Side shift beam control allows light beams to be adjusted within the luminaire horizontally as well as vertically, allowing Musco to custom fit the light to the corners. This is supported by Patent Group 3.
- d. **Extended Lamp Life** – Lamp life for our 1500-watt Z-Lamp is extended from 3000 hours to 5000 hours. Musco's geared leveling mechanism also operates the lamp arc tube in the energy advantageous horizontal position. This is supported by Patent Groups 2 & 4.

2. Musco Constant 25™ Warranty & Maintenance Program

- a. **100% Routine Maintenance Included for 25 Years** – All routine maintenance, including group lamp replacements, is provided by Musco for 25 years. This is a business practice, while not patented, is unique to Musco.
- b. **Guaranteed Constant Light Levels** – Average constant light levels are guaranteed for 25 years to the original design criteria. This is supported by Patent Groups 2, 3 & 4.
- c. **Monitoring and Control Services** – Musco monitors the performance of your lighting system, including on/off status, hours of usage and lamp outages. If a fixtures outage that affects playability is detected, we will contact you and dispatch repair technicians. On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax or email. Regular usage reports will be sent to you and are always available on Control-Link Central's web site. This is supported by Patent Group 5.
- d. **Controls and Lighting Services Team** – Musco has over 70 team members dedicated to operating and maintaining your sports lighting system. Control-Link Central is staffed 24/7, and they have experience with controlling nearly 6 million hours of lighting worldwide. Our Lighting Services Team travels 1 million miles, inspecting over 2300 fields a year. No other manufacturer provides this level of experience and expertise. Again, this is a business practice, that while not patented, is unique to Musco.

3. Durability

A diecast aluminum reflector housing and enhanced knuckle cone provide increased durability. Designed to withstand 150mph winds. This is supported by Patent Group 3.

The Light-Structure Green lighting system with Control-Link® controls, as designed for above referenced project, is covered by the following United States patents:

#	Patent	Coverage
1	D411096, D567422, D567432, D567433, D571033, D573752, D574098, D577149, D593883, D664290	Aesthetic features of the Light-Structure Green system including the luminaire, reflector, visor, lamp cone, crossarm and beam alignment device
2	7176635, 7452108, 7527393, 7675251, 7736024, 7843144, 7848079, 8002431, 8098024, 8251767	Smart Lamp® control system to adjust power to lamp to maintain constant lumens, multi-capacitor design; geared lamp tilt correction to automatically maintain horizontal arc tube position; prevention of outgassing of components inside luminaire
3	6036338, 6203176, 7547118, 7600901, 7740381, 7789540, 7798680, 7862213, 7874055, 8007137, 8177396, 8206011, 8490267	Luminaire features including: highly reflective segments factory assembled in die cast reflector frame, lamp socket rotation to correctly position lamp arc tube, and visor with reflective strips; factory aiming
4	7797117, 8300219,	Lamp testing; composite light on field due to precision of factory aiming of luminaires on poles and field alignment of poles to single landmark at field location
5	6681110, 7209958, 7778635	Control-Link control and monitoring system
6	Foreign patents issued and pending	

I trust this information outlines the unique characteristics of Musco and the Light-Structure Green system for your project. If you have questions or need additional information, please contact me.

Sincerely,

Mike Marchetti
Project Manager
Musco Sports Lighting, LLC
Phone: 949-754-0503 x6111
Email: mike.marchetti@musco.com

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Approval of New Job Description: Energy Manager

ITEM: Action

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the job description: Energy Manager. This position will report to Assistant Superintendent of Facilities and Governmental Relations and/or designee. This position is responsible for designing, implementing, coordinating, and monitoring the District's energy management program and ensuring compliance with Proposition 39 funding.

RATIONALE:

The District is receiving Proposition 39 funding for Energy Management and this position is required to ensure compliance with that funding and to provide direction and leadership in district initiatives to "go green" and capture energy savings. The position will be responsible for leading the implementation process for identifying alternative energy sources, consumption and general energy conservation measures aimed at reducing the District's carbon footprint and reducing ongoing energy costs through efficient utilization and awareness of energy sources.

Funding for this position is from the Proposition 39 grants and will not impact the overall District budget. This position is part of a realignment of positions within the operations division.

FUNDING:

Proposition 39 Funds: Classified Management Salary Schedule Grade 31: \$7,635 - \$8,835

RECOMMENDATION:

Approve the new job description of Energy Manager.



SANTA ANA UNIFIED SCHOOL DISTRICT

ENERGY MANAGER

JOB SUMMARY:

Under the general direction of an Assistant Superintendent of Facilities and Governmental Relations and/or designee. This position is responsible for designing, implementing, coordinating, and monitoring the District's energy management program; also responsible for recommending, developing, and implementing processes for alternative energy sources, consumption and general energy conservation measures; will promote and modify District's energy consumption through efficient utilization and awareness of energy sources.

REPRESENTATIVE DUTIES:

- Develop and implement the District's energy management program; establish accountability for energy consumption throughout the school district; serve as District representative at management-level meetings, seminars, and conferences relating to energy use and conservation. **E**
- Advise, assist, and make recommendations on alternate energy sources, consumption and general energy conservation measures. **E**
- Develop and maintain contact with federal and state agencies and monitor state and national energy policy trends. **E**
- Provide input on contractual support activities (capital projects) related to energy management and the purchase of any products that affect energy consumption. **E**
- Monitor federal energy conservation grants received by the district; maintain related records and data as necessary; provide energy and water consumption reports as required. **E**
- Coordinate usage of facilities and insure proper space utilization consistent with energy conservation. **E**
- Implement week day, week end, holiday, and summer shutdown checklists for District buildings; direct night setback program for District buildings on week nights, weekends, holidays, and summer recess. **E**
- Perform regular "walk through" audits of all District facilities to ensure operating efficiency, optimum educational environment and compliance with the District's energy policy. **E**

ENERGY MANAGER (CONTINUED)

REPRESENTATIVE DUTIES: (Continued)

- Work with custodial staff to ensure efficient energy usage throughout the year. **E**
- Organize district-wide meter reading program. **E**
- Ensure the District is on proper utility rate schedule and verify billing; and participate in energy rebate programs offered. **E**
- Establish a program to promote energy conservation through positive feedback to all levels of the District and involve personnel and students in taking ownership for the success of the program. **E**
- Coordinate the installation, programming, updating and/or repairs of computerized energy management systems; maintain wiring and installation diagrams of systems; ensure operating efficiency; instruct building and maintenance staff on proper operation of the systems and equipment. **E**
- Prepare and present reports on the status and success of the program. **E**
- Work some evenings, weekends, and holidays. **E**
- Drive a vehicle to and from District locations. **E**
- Perform related functions as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Sound organizational, time management and leadership skills.
- School district organization, operations, policies, and objectives.
- Pertinent federal, state, and local laws, codes and regulations.
- Principles and practices of organization, administration and personnel management, including supervision training and performance evaluation.
- Principles and practices of budget preparation and administration.
- Energy management systems, conservation practices, applications and policies.
- Computer use and applications related to area of specialization.
- Practices, procedures, techniques and strategies for determining operational effectiveness.
- Coordinate the preparation and administration of a program budget.
- Selecting, supervising, training and evaluating assigned staff.

ENERGY MANAGER (CONTINUED)

KNOWLEDGE AND ABILITIES: (Continued)

Knowledge of: (Continued)

- Effectively analyze and interpret data, apply and communicate applicable federal, state and local policies, procedures, laws and regulations.
- Interpersonal skills using tact, patience and courtesy.

Ability to:

- Exercise leadership through the use of organization, supervisory, and interpersonal skills.
- Establish and maintain cooperative professional working relationships.
- Understand and carry out oral and written directions.
- Plan, organize and administer a comprehensive conservation program.
- Analyze and interpret technical data and communicate it to non-technical individuals.
- Demonstrate effective team-building and diplomacy skills.
- Train and evaluate staff.
- Prepare and present oral and written reports and findings and maintain a variety of files and records.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Meet schedules and time lines; plan and organize work.
- Effectively represent the school district to the community

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited college or university with major course work in business or public administration or a related field and three (3) years of increasingly responsible experience in energy conservation or environmental studies, preferably in a school district or other public agency.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

ENERGY MANAGER (CONTINUED)

WORKING CONDITIONS:

Environment:

- Construction and facilities and office environment.
- Driving a vehicle to conduct work.

Physical Abilities:

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

Hazards:

- Working at heights.

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

Board Approved:

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Approval of Santa Ana Unified School District's 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 approval of the Santa Ana Unified School District's initial bargaining proposals to re-open the Collective Bargaining Agreements with Santa Ana Educators' Association (SAEA) and California School Employees Association, Chapter 41 (CSEA). This is in accordance with Government Code Section 3547.

RATIONALE:

Under provision of the Government Code referenced above, the proposal must be "sunshined" for public comment followed by the acceptance of the initial bargaining proposal.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Santa Ana Unified School District's initial bargaining proposals to re-open the Collective Bargaining Agreements with Santa Ana Educators' Association (SAEA) and California School Employees Association, Chapter 41 (CSEA).


MAM:nr



Santa Ana Unified School District

Richard L. Miller, Ph.D., Superintendent

NEGOTIATIONS INTRODUCTIONS

It is undeniable that there is a wide gap between the educational outcomes achieved by students of color and/or students from disadvantaged backgrounds and the results achieved by students who are from non-minority or more affluent backgrounds. Statewide economically disadvantaged students show an 11.5% gap in English Language Arts and 9.2% in Mathematics. English learners show an even greater gap.

Eliminating the “achievement gap” is a **moral** imperative which the State of California has now **legally** obligated the Santa Ana Unified School District to eliminate. The legislation and regulations establishing the Local Control and Accountability Plans (LCAP) system specify the funding and accountability mechanisms to accomplish this goal. Simply put, the law requires that the District use its State funding, especially the additional funding it the District receives on account of the disadvantaged backgrounds of its students, to directly address achievement gap issues. Public School districts, through their LCAPs are given great flexibility so that each community can address its particular needs – and each school district is accountable for the effectiveness of its plans and the use of the extra monies the State provides.

This is a new paradigm/model of State funding and accountability. It requires the District to think, plan and act differently to achieve better educational outcomes on an immediate and ongoing basis.

Accordingly, the District has prepared this initial proposal to commence a discussion with the Santa Ana Educators’ Association and California School Employee Association and its local 41 on changes to the collective bargaining agreement(s) needed for the Santa Ana educational community to collaboratively eliminate the achievement gap at the Santa Ana Unified School District. The particular areas the District proposes for discussion at this time are set forth below:

**Initial Proposal
of
Santa Ana Unified School District's
Re-Openers for 2015-2016
With
Santa Ana Educators' Association
December 9, 2014**

Article VII: WAGES AND WAGE PROVISIONS

The District has an interest in improving compensation in light of the District's budget, goals, and LCAP priorities.

Article VIII: HOURS OF WORK

The District has an interest in increasing the amount of learning time teachers engage with students.

Article XI TRANSFER/REASSIGNMENT PROVISIONS

The District has an interest in greater flexibility to assign teachers based upon the educational needs of the students, school sites, and the District.

Article XV: EMPLOYEE BENEFITS

The District has an interest in improving employee benefits in light of the District's budget, goals, and LCAP priorities.

The District has an interest in updating contract language to remove outdated terms.

The District reserves the right to add, delete, or modify these proposals as determined through the negotiations process.

**Initial Proposal
of
Santa Ana Unified School District's
Re-Openers for 2015-2016
With
California School Employee Association (CSEA) and its Local 41
December 9, 2014**

Article 4.0 WAGES AND WAGE PROVISIONS

The District has an interest in improving compensation in light of the District's budget, goals, and LCAP priorities.

Article 9.0 EVALUATION PROCEDURES

The District has an interest in improving and clarifying the evaluation process.

Article 11.0 EMPLOYEE BENEFITS

The District has an interest in improving employee benefits in light of the District's budget, goals, and LCAP priorities.

Article 17.0 ASSOCIATIONAL RIGHTS

The District has an interest in reviewing the release time of classified employees for Associational business.

The District has an interest in updating contract language to remove outdated terms.

The District reserves the right to add, delete, or modify these proposals as determined through the negotiations process.

**AGENDA ITEM BACKUP SHEET
December 9, 2014**

Board Meeting

TITLE: **Ratification of Collective Bargaining Agreement with Santa Ana School Police Officers Association (SASPOA) for 2014-16 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Collective Bargaining Agreement with the Santa Ana School Police Officers Association (SASPOA) for the 2014-16 school year.

The agreement culminates a lengthy process that allowed both parties to address many contractual language concerns as listed in the attached agreement.

RATIONALE:

Under the provisions of Government Code Section 3457.5, local educational agencies are required to publicly disclose the provisions of all collective bargaining agreement before entering into a written agreement and.

FUNDING:

General Fund

RECOMMENDATION:

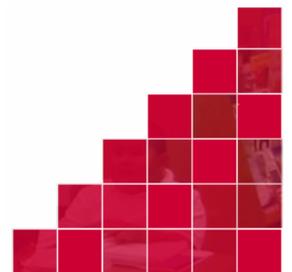
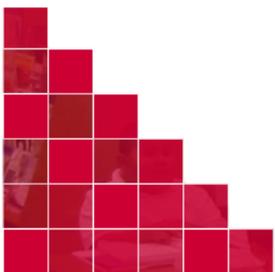
Ratify the Collective Bargaining Agreement with the Santa Ana School Police Officers Association (SASPOA) for the 2014-16 school year.



Santa Ana
Unified School District

Santa Ana School Police Officers Association (SASPOA)

December 9, 2014





Santa Ana

Unified School District

- The Journey
- 2 years involving the District and PERB
- 1st ever Collective Bargaining Agreement
-Wages & Working Conditions



Santa Ana

Unified School District

WAGES:

Salary:

6% salary increase broken down into POST incentives

- Basic 4%, Intermediate 8% and Advanced 12%.

Stipends:

- Field Training Officer
- Hazard Duty
- Investigator

Shift Differential:

- Graveyard
- Weekends



WORKING CONDITIONS:

- 24/7 Shop (12 hour and 10 hour shifts)
- Equipment
- Leaves (Sick, Personal Necessity, Labor Code 4850)
- Vacations/Holidays
- Probationary Status
- Evaluations



Santa Ana

Unified School District

WORKING CONDITIONS:

- Grievances
- Health & Welfare
- Retirement
- Discipline
- Layoff/Reemployment



Santa Ana
Unified School District

- Questions/Comments?

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

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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 officers 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"/>				
b. Communicates effectively with students, staff and the general public	<input type="checkbox"/>				
c. Maintains effective working relationships with co-workers and supervisors	<input type="checkbox"/>				
d. Exhibits sincere interest / concern for problems and viewpoints of others	<input type="checkbox"/>				
e. Establishes contacts within the district community to foster mutual trust and respect	<input type="checkbox"/>				
f. Is aware of and addresses issues that lead to deterioration of trust and respect in the community	<input type="checkbox"/>				
g. Recognizes visible signs of disorder and takes appropriate steps to correct situations	<input type="checkbox"/>				
h. Projects a positive, professional attitude in the daily performance of duties	<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"/>				
b. Is effective at deterring criminal activity by routine and regular site checks	<input type="checkbox"/>				
c. Shares information with officers assigned to their area on other shifts	<input type="checkbox"/>				
d. Utilizes a wide variety of resources to develop strategies for problem solving	<input type="checkbox"/>				
e. Develops resources to deal with related problems within their assigned area	<input type="checkbox"/>				
f. Recognizes and utilizes enforcement as a problem solving tool	<input type="checkbox"/>				
g. Maintains acceptable and productive levels of field activity that impact crime levels	<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"/>				

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"/>				
b. Physical fitness as required for current work assignment	<input type="checkbox"/>				
c. Knowledge of laws and relevant case decisions	<input type="checkbox"/>				
d. Knowledge of and compliance with District and Department policies, procedures and regulations	<input type="checkbox"/>				
e. Attendance / punctuality	<input type="checkbox"/>				
f. Care, use, and maintenance of assigned equipment, including firearms	<input type="checkbox"/>				
g. Time management (response to calls / return to "in-service" status)	<input type="checkbox"/>				
h. Critical thinking and decision making. Proper use of discretion.	<input type="checkbox"/>				
i. Communication skills (effective and competent use of radio and MDC)	<input type="checkbox"/>				
j. Displays enthusiasm and interest in serving the greater school community	<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"/>				
b. Vehicle operation skills (emergency calls for service)	<input type="checkbox"/>				
c. Ability to control and coordinate resources at emergency scenes	<input type="checkbox"/>				
d. Ability to exhibit calm, tactful, deliberate demeanor at emergency scenes	<input type="checkbox"/>				
e. Tactical abilities (safe placement of supporting officers and resources at routine and/or emergency scenes)	<input type="checkbox"/>				
f. Demonstrates proper officer safety techniques / tactics during suspect contacts when necessary	<input type="checkbox"/>				
g. Exercises care and control of prisoners when necessary	<input type="checkbox"/>				
h. Thoroughly investigates all crimes and incidents, documents and processes evidence as required	<input type="checkbox"/>				
i. Prepares clear, concise, and accurate reports for department and court use	<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"/>				
k. Relates traffic enforcement activities to location and time	<input type="checkbox"/>				
l. Work product is completed and submitted on time	<input type="checkbox"/>				
m. Appropriately uses "On Duty" time for performance of expected and assigned duties	<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.

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: **Appointment of Representative to Delegate Assembly for California School Boards Association Region 15**

ITEM: **Action**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board appointment of a representative to the California School Boards Association (CSBA) 2015-2017 Delegate Assembly for Region 15. There are two Delegate Assembly meetings each year, one in May and the other in December. The CSBA Delegate Assembly sets the general policy direction for the Association. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff.

RATIONALE:

Instructions for appointing representatives to the CSBA Delegate Assembly states that voting must be by official action of the Board. Mr. Richardson and Ms. Iglesias are the District's current representatives. Mr. Richardson's term ends in 2015. Ms. Iglesias's term ends on March 31, 2016, therefore the Board is requested to either reappoint Mr. Richardson or appoint a new delegate.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the appointment of _____ as representative to the Delegate Assembly of the California School Boards Association, to serve a two-year term from April 1, 2015 through March 31, 2017.

/cg

AGENDA ITEM BACKUP SHEET
December 9, 2014

Board Meeting

TITLE: Board Policy (BP) 5030 – Student Wellness
 (Revised: For Adoption)

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 adoption of the revised Board Policy 5030 – Student Wellness.

At its November 18, 2014, Board Meeting, the Board approved the first reading of the revised 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:

Adoption of revised Board Policy 5030 – Student Wellness.

DM:RO:sz

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 5030

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. 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. 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 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 appoint a school health council or other committee consisting of representatives of the above groups. The council or committee will also include

district administrators, 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/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

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, Grades K-12.

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. 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).

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.

Physical Education and Physical Activity

All students in grades K-12 shall be provided opportunities to be physically active on a 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.

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. 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, coupons or incentive programs, free give-away, 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 standard

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.

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 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.

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 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.

Legal Reference:

EDUCATION CODE

33350-33354	CDE responsibilities re: physical education
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	Course of study, grades 1-6
51220	Course of study, grades 7-12
51222	Physical education
51223	Physical education, elementary schools
51795-51796.5	School instructional gardens
51880-51921	Comprehensive health education

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

UNITED STATES CODE, TITLE 42

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

CODE OF FEDERAL REGULATIONS, TITLE 7

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

AGENDA ITEM BACKUP SHEET
December 9, 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