Santa Ana Unified School District Board of Education

Board Meeting Agenda

Tuesday, March 10, 2015 6:00 p.m.

Board Room

1601 E. Chestnut Avenue Santa Ana



Cecilia "Ceci" Iglesias Vice President John Palacio President Rick Miller, Ph.D. Secretary / Superintendent

Rob Richardson Member Valerie Amezcua Clerk José Alfredo Hernández, J.D. Member

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

Mission Statement

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

BOARD OF EDUCATION MEETING INFORMATION

Role of the Board

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

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

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

Board Meeting Documentation

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

Public Comments at Board Meetings

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

Individual speakers are allowed <u>three minutes</u> 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 MARCH 10, 2015 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 DISCIPLINE/DISMISSAL/RELEASE PUBLIC EMPLOYEE APPOINTMENT: Early Learning Specialist PUBLIC EMPLOYMENT: Assistant Superintendent, Business 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

HIGH SCHOOL STUDENT AMBASSADORS

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

• Chavez – Fallin Akbari; Saddleback – Giselle Cervantes; Segerstrom – Geovanna Medel; Valley – Leilani McDaniel

RECOGNITIONS / ACKNOWLEDGMENTS

 Anthony Solis, 3rd Grade Student at Pio Pico Elementary School, Named Recipient of Association of California School Administrators Region 17 Every Student Succeeding Award Blake Smith, Valley High School Teacher, Represented the Angels at the 2014 All Star Game in Minnesota

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 Regular Board Minutes February 24, 2015
- 1.2 Orange County Department of Education Second Quarter Site Review Report on Williams Settlement Legislation for Fiscal Year 2014-15
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 Gifts, Grants, and Bequests
- 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 Ethnic Studies Course for High School Students
- 1.6 Approval of Ratification of Consultant Agreement between Dr. Anthony P. Mazzaferro and Special Projects for February 25, 2015 through March 4, 2015
- 1.7 Approval of Consultant Agreement between Panjive Steel Drum Entertainment and Carr Intermediate School for April 1, 2015

- 1.8 Approval of Memorandum of Understanding with Imagine Learning for 2014-15 School Year
- 1.9 Ratification of Approval of Agreement between Padres Unidos and Garfield Elementary School for 2014-15 School Year
- 1.10 Adoption of Current K-5 Curriculum for Physical Education Course of Study
- 1.11 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of February 11, 2015 through February 23, 2015
- 1.12 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.13 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.14 Approval of Consultant Agreement for Training in New Reclassification Procedures for Students with Disabilities for 2014-15 School Year
- 1.15 Approval of Consultant Agreement for Mental Health Counseling Services for 2014-15 School Year
- 1.16 Approval of Consultant Agreement for Mental Health Counseling Services for 2014-15 School Year
- 1.17 Ratification of Memorandum of Understanding Increase with California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for 2013-14 School Year
- 1.18 Approval of Memorandum of Understanding with the California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for 2014-15 School Year
- 1.19 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of February 11, 2015 through February 24, 2015
- 1.20 Ratification of Expenditure Summary and Warrant Listing for Period of February 11, 2015 through February 24, 2015
- 1.21 Authorization to Utilize Western States Contracting Alliance Price Agreement for Cellular Services Districtwide with Verizon Wireless, Under E-Rate for 2015-16 Fiscal Year

- 1.22 Authorization to Award Contract for Managed Internet Services Districtwide to Foothills Education and Technology Partnership, Under E-Rate
- 1.23 Approval of Internet Service Agreement with Orange County Superintendent of Schools for Fiscal Year 2015–16
- 1.24 Approval of Consultant Agreement with Leadership Laboratories, Inc., for Period of March 11, 2015 through June 30, 2015
- 1.25 Approval of Consultant Agreement Increase for Rayburn Corporation
- 1.26 Approval to Substitute Subcontractor for Bid Package No. 1 New Building and Sitework Lath & Plaster, Drywall, and Painting at Wilson Elementary School Under Overcrowding Relief Grant Program
- 1.27 Acceptance of Completion of Contract for Bid Package No. 1 Replacement of Fencing at Monte Vista Elementary School
- 1.28 Acceptance of Completion of Contract for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Monte Vista Elementary School
- 1.29 Approval of Revised Job Description: Director of Certificated Personnel
- 1.30 Approval of Revised Job Description: Executive Director of Human Resources
- 1.31 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

PRESENTATIONS

• District Wide Parent Engagement Strategies

REGULAR AGENDA - ACTION ITEMS

- 2.0 Certification of Second Interim Financial Status (Positive)
- 3.0 Authorization to Award Contract for Wide Area Network Services Districtwide to Sunesys, Inc., Under E-Rate
- 4.0 Authorization to Renew Contract for Various Telecommunication and Internet Access Services Districtwide with AT&T, Under E-Rate for 2015-16 Fiscal Year
- 5.0 Authorization to Award Contract for Installation of Structured Cabling System and Network Equipment to Federal Technology Solutions, Inc., Under E-Rate Districtwide
- 6.0 Approval of the Agreement to Indemnify, Waive, and Release Successor Agency to the Former Community Redevelopment Agency of the City of Santa Ana Regarding Retro-Active Pass-Through Obligations
- 7.0 Approval of Consultant Agreement with American Mechanical Plumbing Engineering
- 8.0 Authorization to Award Contract for Bid Package 504 New Construction Two-Story Classroom Building at Saddleback High School Under Emergency Repair Program
- 9.0 Approval of New Job Description: Coordinator of Technology Integration Services

NEW AND REVISION OF EXISTING BOARD POLICIES

The Board may direct the revision of any regulation which it finds inconsistent with Board policy. (Board Bylaw 9312)

10.0 Board Policy (BP) 6145.2 – Athletics Competition (Revised: First Reading)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on <u>Tuesday</u>, <u>March 24, 2015</u>, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Anthony Solis, 3rd Grade Student at Pio Pico Elementary School,

Named Recipient of Association of California School Administrators

Region 17 Every Student Succeeding Award

ITEM: Recognition

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize Anthony Solis, 3rd grade student at Pio Pico Elementary School, for receiving the Association of California School Administrators (ACSA) Region 17 Every Student Succeeding Award.

RATIONALE:

ACSA's Every Student Succeeding program honors students who exceed high expectations and the educators who support them along the way. The purpose of this award is to honor students at all grade levels who have succeeded, against all odds, beyond expectations or simply won the hearts of the administrators and other educators who helped them achieve their goals. One student from each region is honored.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Anthony Solis, 3rd grade student at Pio Pico Elementary School, Named Recipient of ACSA Region 17 Every Student Succeeding Award.

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Blake Smith, Valley High School Teacher, Represented the Angels at

the 2014 All Star Game in Minnesota

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 Blake Smith, Valley High School teacher, for being selected to represent the Angels at the 2014 All Star Game on July 15, 2014 at Target Field in Minnesota.

RATIONALE:

Teachers are classroom all-stars that make a difference in the lives of students and their communities. Blake Smith works to improve the lives of everyone around him and ensures students have the same opportunities as others around them. For his commitment to the students of the Santa Ana Unified School District, Blake Smith should be recognized and celebrated for his great accomplishment.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize Blake Smith, Valley High School teacher, for being selected to represent the Angels at the 2014 All Star Game on July 15, 2014 at Target Field in Minnesota.

JA/dp

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

MINUTES

REGULAR MEETING SANTA ANA BOARD OF EDUCATION

February 24, 2015

CALL TO ORDER

The meeting was called to order at 4:58 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua and Mr. Richardson.

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

CLOSED SESSION PRESENTATIONS

Mr. Palacio asked those wishing to address the Board in matters pertaining to Closed Session to step to the lectern.

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 4:58 p.m. to consider student discipline, personnel matters, and negotiations.

Ms. Iglesias arrived at 5:05 p.m., during Closed Session.

Mr. Hernández arrived at 5:25 p.m., during Closed Session.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:04 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Damian Cortez, fifth-grade student at Pio Pico Elementary School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

Coordinator of	Student Ach	ievement.			
Moved:	Palacio	Iglesias	Amezcua	Richardson X	Hernández
Seconded:	Palacio	Iglesias <u>X</u>	Amezcua	Richardson	Hernández
Ayes:	Palacio X	Iglesias X	Amezcua X	Richardson X	Hernández
Noes:	Palacio	Iglesias	Amezcua	Richardson	Hernández
Final Vote:	Ayes4_ No	es <u> </u>	Absent _	_1	
By a vote of position of Le			tion to appo	oint Kelli R.	Levanger to the
Moved:	Palacio	Iglesias	Amezcua	Richardson X	Hernández
Seconded:	Palacio	Iglesias	Amezcua X	Richardson	Hernández
Ayes:	Palacio <u>X</u>	Iglesias X	Amezcua X	RichardsonX	Hernández X
Noes:	Palacio	Iglesias	Amezcua	Richardson	Hernández
Final Vote:	Ayes5_ No	es0_ Abstain	Absent _		

By a vote of 4-0, the Board took action to appoint Wes Kriesel to the position of

HIGH SCHOOL STUDENT AMBASSADORS

Century - Susana Munguia; Godinez - Paloma Dueñas; Griset Academy - Denyse Paredes; Middle College - Pablo Jimenez; Santa Ana - Hanna Galvan

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

RECOGNITIONS / ACKNOWLEDGMENTS

Orange County Law Enforcement Explorer Advisor Association (OCLEEAA) - Police Explorer Graduation

 $\mbox{\rm Dr. Hector Rodriguez,}$ Chief of School Police recognized SAUSD students who graduated from the Explorer program.

Certificated Employee of the Month for February 2015, Marleen Wallstedt

Mrs. Longacre, Jackson Elementary Principal introduced Ms. Marleen Wallstedt. Ms. Wallstedt was selected as the Certificated Employee of the month of February because of her high expectations and ability to effectively teach all students, regardless of challenges they have endured before landing in her class.

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Classified Employee of the Month for February 2015, Marco Melgar

Mrs. Longacre, Jackson Elementary Principal introduced Mr. Marco Melgar. Mr. Melgar was selected as the Classified Employee of the month of February because of the quality of his work in maintaining a safe, clean, and orderly campus.

Coach Jeffrey Watts of Segerstrom High School Received 500th Win in His Coaching History with the Segerstrom Varsity Girls' Basketball Team

Mr. McCulloch, Segerstrom High School Principal introduced Mr. Jeffrey Watts who was acknowledged for the success of his $500^{\rm th}$ win.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report with a brief update on the continued LCAP All Eyes on Learning Parent meetings. He thanked the Santa Ana Public Schools Foundation for facilitating a field trip for 450 students to Cinemark Century Stadium 25 in Orange to see the movie *Spare Parts*. Dr. Miller mentioned that the Santa Ana High School Jazz Ensemble performed for educational leaders at the Education Research and Development Institute Conference in Newport Beach. He concluded his report by announcing Read Across America Day on Monday, March 2, 2015.

PUBLIC PRESENTATIONS

Mario Cervantes and Paul Zive addressed the Board related to Class Size Reduction at Willard Intermediate School.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.4 <u>Approval of Consultant Agreement</u> between Kaplan K12 Learning Services, LLC and Saddleback High School for February 25, 2015 through May 31, 2015
- $\frac{\text{Authorization to Utilize}}{\text{NexusIS, Inc., for Purchase of Networking Equipment Supplies Districtwide}}$
- 1.13 <u>Authorization to Utilize</u> California Multiple Award Schedule Contract with Xerox, Inc., for the Lease of High Speed Duplication Equipment for Publications

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

- 1.1 Approval of Regular Board Minutes February 10, 2015
- 1.2 <u>Acceptance of Gifts</u> in Accordance with Board Policy 3290 Gifts, Grants, and Bequests

- 1.3 <u>Approval of Extended Field Trip(s)</u> in Accordance with Board Policy (BP) 6153 School- Sponsored Trips and Administrative Regulation (AR) 6153.1 Extended School-Sponsored Trips
- 1.5 Approval of Memorandum of Understanding with WestEd and S.D. Bechtel, Jr. Foundation for Evaluation and Technical Assistance of Math in Common
- 1.6 <u>Approval/Ratification of Listing</u> of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of January 28, 2015 through February 10, 2015
- 1.7 <u>Approval of Expulsion of Students</u> for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.8 <u>Approval of Master Contracts</u> and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.9 <u>Ratification of Purchase Order</u> Summary and Listing of Orders \$25,000 and Over for Period of January 28, 2015 through February 10, 2015
- 1.10 Ratification of Expenditure Summary and Warrant Listing for Period of January 28, 2015 through February 10, 2015
- 1.11 Approval of Disposal of Used Vehicles
- 1.14 <u>Adoption of Resolution</u> 14/15-3046 Proclaiming March 2 6, 2015, as National School Breakfast Week
- 1.15 <u>Approval of Personnel Calendar</u> Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves
- 1.16 Approval of Revised Job Description: Assistant Director of Information Technology
- 1.17 <u>Adoption of Resolution</u> No. 14/15-3044 Authorization of a Board Members' Absence from Board Meetings

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

1.4 <u>Approval of Consultant Agreement</u> between Kaplan K12 Learning Services, LLC and Saddleback High School for February 25, 2015 through May 31, 2015

It was moved by Mr. Hernández, seconded by Ms. Iglesias, and carried 5-0, to approve the consultant agreement between Kaplan K12 Learning Services, LLC and Saddleback High School for February 25, 2015 through May 31, 2015.

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1.12 <u>Authorization to Utilize</u> California Multiple Award Schedule Contract with NexusIS, Inc., for Purchase of Networking Equipment Supplies Districtwide

It was moved by Mr. Hernández, seconded by Ms. Amezcua, and carried 5-0, to authorize staff to utilize the California Multiple Award Schedule Contract No. 3-09-70-0163AE with NexusIS, Inc., for the purchase of network equipment and supplies.

1.13 <u>Authorization to Utilize</u> California Multiple Award Schedule Contract with Xerox, Inc., for the Lease of High Speed Duplication Equipment for Publications

It was moved by Mr. Hernández, seconded by Ms. Amezcua, and carried 5-0, to authorize staff to utilize the California Multiple Award Schedule Contract No. 3-01-36-0030A with Xerox, Inc., for the lease of high speed duplication equipment for Publications.

PRESENTATIONS

California Office to Reform Education Overview

Dr. Rodriguez, Assistant Superintendent, Teaching and Learning provided an overview of continual accountability on both the academic and social emotional needs of students and flexibility of funding to support key priorities.

<u>University of California/California State University Minimum Course A-G</u>
Requirements

Ms. Miller, Assistant Superintendent, Secondary Education provided information on graduation requirements.

REGULAR AGENDA - ACTION ITEMS

2.0 REQUEST FOR WAIVER OF NO CHILD LEFT BEHIND REQUIREMENTS THROUGH THE US DEPARTMENT OF EDUCATION AND THROUGH ASSOCIATION WITH OTHER CALIFORNIA OFFICE TO REFORM EDUCATION DISTRICTS

It was moved by Ms. Amezcua, seconded by Mr. Hernández, and carried 5-0, to affirm their prior request of the U.S. Department of Education to renew the waiver of the NCLB requirements for the 2015-18 school years.

3.0 APPROVAL OF ADVANCED PLACEMENT COMPUTER SCIENCE A COURSE FOR HIGH SCHOOL STUDENTS

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve the Advanced Placement Computer Science A course for high school students.

- 4.0 APPROVAL OF ETHNIC STUDIES COURSE FOR HIGH SCHOOL STUDENTS
 - It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 3-2, Ms. Amezcua and Mr. Hernández dissenting, to table this item until March 10, 2015.
- 5.0 APPROVAL OF SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATH CODING COURSE FOR INTERMEDIATE SCHOOL STUDENTS
 - It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 5-0, to approve the Science, Technology, Engineering, Art, and Math Coding course for intermediate school students.
- 6.0 APPROVAL OF SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATH DIGITAL MEDIA COURSE FOR INTERMEDIATE SCHOOL STUDENTS
 - It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 5-0, to approve the Science, Technology, Engineering, Art, and Math Digital Media course for intermediate school students.
- 7.0 APPROVAL OF SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATH SOFTWARE APPLICATIONS GOOGLE/MICROSOFT CERTIFICATION COURSE FOR INTERMEDIATE SCHOOL STUDENTS
 - It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 5-0, to approve the Science, Technology, Engineering, Art, and Math Software Applications Google/Microsoft Certification course for intermediate school students.
- 8.0 APPROVAL OF SUBMISSION OF PART II 2014-15 CONSOLIDATED APPLICATION FOR FUNDS TO CALIFORNIA STATE DEPARTMENT OF EDUCATION
 - It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, the approval for submission to the California State Department of Education the 2014-15 Consolidated Application (ConApp), Part II for funding categorical aid programs.
- 9.0 APPROVAL OF FINAL SCHOOLWIDE SINGLE PLANS FOR STUDENT ACHIEVEMENT FOR 2014-15 SCHOOL YEAR
 - It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-0, Ms. Iglesias not present, to approve the final School-wide Single Plans for Student Achievement for the 2014-15 school year.
- 10.0 AUTHORIZATION TO AWARD A CONTRACT FOR PURCHASE OF REFRIGERATED DELIVERY TRUCKS FOR NUTRITION SERVICES TO INLAND KENWORTH US, INC.
 - It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 4-0, Ms. Iglesias not present, to authorize staff to award a contract for the purchase of six refrigerated delivery trucks to Inland Kenworth US, Inc., pursuant to Bid No. 12-15.

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11.0 APPROVAL OF THE AGREEMENT TO INDEMNIFY, WAIVE, AND RELEASE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SANTA ANA REGARDING RETRO-ACTIVE PASS-THROUGH OBLIGATIONS

It was moved by Mr. Richardson, seconded by Mr. Hernández, and carried 4-0, Ms. Iglesias not present, to table this item until March 10, 2015.

12.0 APPROVAL TO APPOINT THE SAUSD ASSISTANT SUPERINTENDENT-SCHOOL PERFORMANCE AND CULTURE AND APPROVAL OF EMPLOYMENT AGREEMENT

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to approve the recommendation of Lucinda Pueblos, Assistant Superintendent, School Performance and Culture and approve the employment agreement with SAUSD.

13.0 APPROVAL OF 2015 REPRESENTATIVES TO DELEGATE ASSEMBLY FOR CALIFORNIA SCHOOL BOARDS ASSOCIATION REGION 15

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 5-0, to approve representatives Bonnie Castrey-Huntington Beach Union HSD, Jeff Cole-Anaheim City School District, Robert A. Singer-Fullerton Jt. Union HSD, and Dolores Winchell-Saddleback Valley USD to the Delegate Assembly for California School Boards Association (CSBA) Region 15.

14.0 BOARD POLICY 3100 - BUDGET

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to adopt the revised existing Board Policy 3100 - Budget.

BOARD AND STAFF REPORTS/ACTIVITIES

Ms. Iglesias

• Attended the Valley High School Talent Show.

Mr. Palacio

- Attended the 2015 Winter Explorer Academy Graduation on Monday, February;
- Announced his participation in Read Across America Day at Heroes Elementary School, Monday March 2, 2015;
- Excited to announce that the Godinez Fundamental High School Boys Varsity Basketball team beat El Toro High School, 50 to 42 at the CIF playoff game this evening.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned by Mr. Richardson at 8:50 p.m. in memory of Henry Segerstrom.

The next Regular Meeting will be held on Tuesday, March 10, 2015, at 6:00 p.m.

ATTEST:

Rick Miller, Ph.D.

Secretary

Santa Ana Board of Education

RESOLUTION NO. 14/15-3046

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Proclamation Declaring National School Breakfast Week - March 2-6, 2015

WHEREAS, the School Breakfast Program has served our nation admirably since it was permanently established in 1989; and

WHEREAS the School Breakfast Program is dedicated to the health and well-being of our nation's children; and

WHEREAS the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

WHEREAS Nutrition Services is dedicated to supporting education by serving healthy meals to the students of Santa Ana; and

NOW THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's Board of Education declares March 2-6, 2015, as "NATIONAL SCHOOL BREAKFAST WEEK" and devote this week to the recognition of the dedicated and hardworking people who make the School Breakfast Program a reality in their community schools, and I encourage all residents of the City of Santa Ana to become aware of the solid foundation for learning provided by a nutritious School Breakfast.

Upon motion of Member <u>Richardson</u> and duly seconded, the foregoing Resolution was adopted by the following vote:

 ${\tt AYES:}$ John Palacio, Cecilia Iglesias, Valerie Amezcua, Jose A. Hernandez, ${\tt NOES:}$ - and Rob Richardson

ABSENT: -

STATE OF CALIFORNIA)) SS: COUNTY OF ORANGE) I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 24th day of February, 2015, and passed by a vote of 5-0 said Board. IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of February, 2015. hn Palacio, President of the Board of Education Santa Ana Unified School District Cecilia Iglesias, Vice President of the Board of Education Santa Ana Unified School District

CERTIFICATED PERSONNEL CALENDAR Board Meeting - February 24, 2015 Personnel Calendar

RETIREMENTS K-12 Curriculum Retirement - 20 Barden, Judith Coordinator BTSA Instruction/Staff June 19, 2015 Pears Bluel, Karen Teacher Valley June 19, 2015 Retirement - 29 Bruns, Rodney Teacher Carr June 19, 2015 Pears Dreng, Karen Teacher Willard June 19, 2015 Pears Dreng, Karen Teacher Willard June 19, 2015 Pears Eberhardt, Jolaine Nurse Services Retirement - 14 Pears Fortunato, Deborah Teacher Muir June 19, 2015 Pears Hamacek, Jerry Program Specialist Special Education June 19, 2015 Retirement - 36 Kusiak, Vivian Teacher Monte Vista June 30, 2015 Retirement - 38 Lopez-O'Rourke, Rosa Psychological June 19, 2015 Retirement - 38 Reed, Diane Counselor Godinez June 19, 2015 Retirement - 37 Reed, Diane Counselor Godinez June 19, 2015 Retirement - 36	NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
K-12 Curriculum Coordinator BTSA Instruction/Staff June 30, 2015 Induction Program Development June 19, 2015 Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Orah Teacher Muir June 19, 2015 Program Specialist Special Education June 30, 2015 We, Rosa Psychological June 19, 2015 Re, Rosa Psychological June 19, 2015 Counselor Godinez June 19, 2015 Teacher Morfadden June 19, 2015 Teacher Diamond June 19, 2015	RETIREMENTS					
Induction Program Development June 30, 2015 Teacher Valley June 19, 2015 Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Services June 19, 2015 Nurse Services June 19, 2015 Norah Mounter Vista June 19, 2015 Name Specialist Special Education June 19, 2015 Ne, Rosa Psychological June 19, 2015 Re, Rosa Psychological June 19, 2015 Re, Rosa McFadden June 19, 2015 Re, Rosa Godinez June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015		Coordinator BTSA	K-12 Curriculum Instruction/Staff			Retirement - 20
Teacher Valley June 19, 2015 Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Pupil Support June 19, 2015 Oorah Teacher Muir June 19, 2015 Program Specialist Special Education June 30, 2015 Re, Rosa Psychologist Services June 19, 2015 Re, Rosa Psychologist Services June 19, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015	Barden, Judith	Induction Program	Development	June 30, 2015		years
Teacher Valley June 19, 2015 Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Teacher Willard June 19, 2015 Services June 19, 2015 Services June 19, 2015 Muir June 19, 2015 Program Specialist Special Education June 30, 2015 Re, Rosa Psychological June 19, 2015 Psychological June 19, 2015 Re, Rosa Psychological June 19, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 29
Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Services June 19, 2015 Nurse Services June 19, 2015 Program Specialist Special Education June 30, 2015 Re, Rosa Psychological June 30, 2015 Re, Rosa Psychological June 30, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015	Bluel, Karen	Teacher	Valley	June 19, 2015		years
Teacher Carr June 19, 2015 Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Services June 19, 2015 Muir June 19, 2015 Program Specialist Special Education June 30, 2015 Re, Rosa Psychologist Services June 19, 2015 Re, Rosa Psychologist Services June 19, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 41
Teacher Willard June 19, 2015 Pupil Support June 19, 2015 Jorah Teacher Muir June 19, 2015 Program Specialist Special Education June 30, 2015 Monte Vista June 19, 2015 Psychological June 19, 2015 Re, Rosa Psychologist Services June 19, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015	Bruns, Rodney	Teacher	Carr	June 19, 2015		years
Teacher Willard June 19, 2015 aine Nurse Services June 19, 2015 oorah Teacher Muir June 19, 2015 y Program Specialist Special Education June 30, 2015 the Rosa Psychological June 30, 2015 Re, Rosa Psychologist Services June 19, 2015 Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 28
ine Nurse Services June 19, 2015 orah Teacher Muir June 19, 2015 y Program Specialist Special Education June 30, 2015 h Teacher Monte Vista June 19, 2015 ke, Rosa Psychologist Services June 19, 2015 ne Teacher McFadden June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015	Dreng, Karen	Teacher	Willard	June 19, 2015		years
aineNurseServicesJune 19, 2015sorahTeacherMuirJune 19, 2015yProgram SpecialistSpecial EducationJune 30, 2015nTeacherMonte VistaJune 19, 2015ke, RosaPsychologicalJune 30, 2015neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015			Pupil Support			Retirement - 14
y Program Specialist Special Education June 19, 2015 Teacher Monte Vista June 19, 2015 Re, Rosa Psychologist Services June 19, 2015 Re Counselor Godinez June 19, 2015 Teacher McFadden June 19, 2015 Teacher Diamond June 19, 2015	Eberhardt, Jolaine	Nurse	Services	June 19, 2015		years
y Program Specialist Special Education June 30, 2015 1 Teacher Monte Vista June 19, 2015 Re, Rosa Psychologist Services June 19, 2015 ne Teacher McFadden June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 36
yProgram SpecialistSpecial EducationJune 30, 2015nTeacherMonte VistaJune 19, 2015ke, RosaPsychologicalJune 30, 2015neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015	Fortunato, Deborah	Teacher	Muir	June 19, 2015		years
yProgram SpecialistSpecial EducationJune 30, 20151TeacherMonte VistaJune 19, 2015ke, RosaPsychologicalJune 30, 2015neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015						Retirement - 32
Teacher Monte Vista June 19, 2015 Psychological June 30, 2015 ne Teacher McFadden June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015	Hamacek, Jerry	Program Specialist	Special Education	June 30, 2015		years
Teacher Monte Vista June 19, 2015 Psychological June 30, 2015 ne Teacher McFadden June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 38
ke, Rosa Psychological June 30, 2015 ne Teacher McFadden June 19, 2015 Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015	Kusiak, Vivian	Teacher	Monte Vista	June 19, 2015		years
ke, RosaPsychologistServicesJune 30, 2015neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015			Psychological			Retirement - 38
neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015	Lopez-O'Rourke, Rosa	Psychologist	Services	June 30, 2015		years
neTeacherMcFaddenJune 19, 2015CounselorGodinezJune 19, 2015TeacherDiamondJune 19, 2015						Retirement - 27
Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015	Natale, Adrienne	Teacher	McFadden	June 19, 2015		years
Counselor Godinez June 19, 2015 Teacher Diamond June 19, 2015						Retirement - 36
Teacher Diamond June 19, 2015	Reed, Diane	Counselor	Godinez	June 19, 2015		years
Teacher Diamond June 19, 2015						Retirement - 28
	Riley, Claudia	Teacher	Diamond	June 19, 2015		years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR Board Meeting - February 24, 2015 Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS (Continued)	tinued)				
Shera-Lander Joan	Pevchologist	Psychological Services	June 10 2015		Retirement - 27
Swift. Meredith	Teacher	Greenville	June 19 2015	THE THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED ADDRESS OF THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND	Retirement - 30
Tkach, Diane	Teacher	Greenville	June 19, 2015		Retirement - 18
RESIGNATIONS					
Bickham, Karen	Teacher	Sierra	June 19, 2015		Personal - 1 year
Calore Sorah	Torot.	Woshington	1.00 01 01		Family responsibilities - 1
Carole, Saran	Loadiici	w asimigrom	June 19, 2015		Returning to school.
					family responsibilities - 1
Craycroft, Cheryl	Teacher	Santiago	June 19, 2015		year
Diaz Millan, Ana	Teacher	Lincoln	June 19, 2015		Other - 2 years
Gardea, Jesenia	Teacher	Heninger	June 19, 2015		Personal - 2 years
Koopman, Lynsey	Teacher	Edison	June 19, 2015	The state of the s	Personal - 3 years
					Family
					responsibilities - 2
Oliver, Lisa	Teacher	Segerstrom	June 19, 2015		years
Ruvalcaba, Jorge	Teacher	Spurgon	June 19, 2015		Personal - 2 years
Ventuleth, Whitney	Teacher	Sierra	June 19, 2015		Personal - 2 years

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR Board Meeting - February 24, 2015 Personnel Calendar

NAME	POSITION	SITE	EFF. DATE EN	END DATE	COMMENTS
RESIGNATIONS (Continued)	tinued)				
Yu, Jane	Teacher	Mitchell	February 9, 2015		Returning to school, personal - 4 years
NEW HIRES/RE-HIRES	Š				
Tripp, Daryl	Teacher	McFadden	February 12, 2015		New Hire - Temporary 44920
LEAVE (21 duty days or more) - Withc	r more) - Without	out Pay and Without Benefits	enefits		
Ibanez, Amanda	Teacher	Godinez	February 6, 2015 June 19, 2015	ne 19, 2015	Child Care
Parrish, Brenda	Teacher	Alternative Education	August 27, 2015 June 17, 2016	ne 17, 2016	Child Care
39-MONTH REEMPLOYMENT	YMENT				
Goldberg-Patton, Andrea	Teacher	Thorpe	February 11, 2015 May 11, 2018	ay 11, 2018	
Post, Robin	Teacher	Madison	February 5, 2015 May 5, 2018	ay 5, 2018	
EXTRA DUTY 2014-15					
Bluel, Karen	Teacher	Valley	February 2, 2015 June 19, 2015	ne 19, 2015	Extra Period
Crewe, Dominic	Teacher	Valley	February 2, 2015 June 19, 2015	ne 19, 2015	Extra Period
Shimasaki, Darren	Teacher	Valley	February 2, 2015 June 19, 2015	ne 19, 2015	Extra Period

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR Board Meeting - February 24, 2015 Personnel Calendar

	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
TY 2014-15	EXTRA DUTY 2014-15 (Continued)				
	Teacher	Valley	February 2, 2015 June 19, 2015	June 19, 2015	Extra Period
TY 2014-15	EXTRA DUTY 2014-15 (CORRECTION)				
McCabe, Rosemarie	Teacher	Sierra	September 2, 2014 June 19, 2015	June 19, 2015	Extra Period
FALL SPORTS 2014-15					
Lammers, Frederick	Head Coach	Valley	2014-15		Water Polo (Boys)
WINTER SPORTS 2014-15	4-15				
	Assistant Coach	Saddleback	2014-15		Wrestling (Boys)
1 to 1 to 2 to 2 to 2 to 2 to 2 to 2 to				2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
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Mark A. McKinney, Associate Superintendent, Human Resources

AGENDA ITEM REQUESTS CERTIFICATED 2014-15

	CI-+107	S		
TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Advanced Placement (AP) Tutoring				
(Correction previously approved July 22,			From \$13,600 to	
2014)	Santa Ana	Title I	\$23,600	September 2, 2014
After School Intervention	Spurgeon	Core-Title I	\$40,500	February 25, 2015
After School Tutoring	Harvey	Title I	\$16,320	February 25, 2015
After School Tutoring - Certificated	Diamond	Title I	\$5,000	February 25, 2015
	English Learner			
After School Vietnamese Heritage Language	Programs and Student			
Program	Achievement	Title I	\$8,100	February 25, 2015
Chapman University: Supervisor				
Instructor/Clinical Instructor (Ratification)	Special Education	Special Education	\$313	September 1, 2014
	English Learner			
District Writing Assessment Scorers Grades	Programs and Student			
6-12 Retired Teachers	Achievement	Title I	\$3,600	February 25, 2015
	Early Childhood			
Early Childhood Education	Education	State	\$5,000	February 25, 2015
	Early Childhood			
Early Childhood Education Program	Education	Proposition 10	\$31,345	February 26, 2015
Intervention Planning	Spurgeon	Core-Title I	\$5,300	February 25, 2015
	Testing Center,			
RTC Kindergarten Spring Spanish Testing -	English Learner			
Short Term Certificated Substitutes	Programs	LCAP	\$16,000	March 1, 2015
Saturday Science, Social Studies and Art				
Academy Program Planning (Ratification)	Mendez	Title I	\$5,000	January 28, 2015
	Learning Innovation			
Technology Planning	with Technology	Two-Way Digital	\$7,000	February 25, 2015
		3		,

Board Meeting February 24, 2015

Personnel Calendar Board Meeting - February 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Alvarado, Tulia	Sr. Fd. Svc. Wkr.	Sierra	December 1, 2014			15 years
Сантом Debra	Transportation Scheduler	Transportation Dent	April 24 2015			26 years, 10
nion (mormo	To imposite of		11 21, 2013			35 years 10
Jimenez, Patricia	Sch. Off. Mgr. Elem.	Hoover	June 30, 2015			nonths
Noda Pilar	Secretary	DSG	Tune 30, 2015			18 years, 7
room, rim	Door court y		Julio 20, 2012			24 -11-17
Pimentel, Patricia	Activity Supervisor	Heroes	October 7, 2015			24 years, / months
RESIGNATIONS						
					7	2 years, 4
						months/To Sub.
						Teach for
Muñoz, Liliana	SSP Sp. Ed.	Jefferson	January 30, 2015			SAUSD
						Personal - 1
Quiroz, Dianne	Instr. Asst. Sev. Dis.	Muir	February 4, 2015			year, 4 months
						Personal - 1
Rabadan, Joksan	After School IP	Jefferson	January 30, 2015			month
						Personal - 1
Simon, Anabel	After School IP	Harvey	February 6, 2015			month
	-	-				

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 24, 2015

NAME OF STREET	POSITION	CITE	TEE DATE	END DATE	CALADV	CONTINUENTE
INTERNIT	NOTIFICATION	2115	EFF. DATE	END DATE	DALANI	COMMENTS
ABSENCES (3 to 20 duty days) - Without Pay	duty days) - Without	Pay				
	Speech Language			1 :		
Galvan, Andrea	Pathology Assistant	Remington	February 19, 2015	May 14, 2015		Personal
Montoya, Corina	Teacher Aide	ECE	February 24, 2015	March 23, 2015		Personal
LEAVE (21 duty days or more) - Without Pay	s or more) - Without	Pay				
						Correction of
Serrano, Maria	Head Start Teacher	Child Dev.	January 28, 2015	May 8, 2015		Date
PROBATIONARY APPOINTMENTS	PPOINTMENTS					
		Various				
Acevedo, Stephanie	After School IP	School Sites	February 3, 2015		16/1	
Acevedo-Perez, Julio	Site Coordinator	Davis	February 9, 2015		\$25	
Aviles, Frankie	Custodian	Bldg. Svcs.	January 28, 2015		23/1 + Diff.	
Bahena, Miguel	After School IP	Santiago	January 8, 2015		16/1	
Colli, Victor	SSP Sp. Ed.	Godinez	February 3, 2015		19/1	
		Various				
Curiel, Alexander	After School IP	School Sites	February 9, 2015		16/1	
<u>.</u>	-	Various			,	
Diaz, Elizabeth	After School IP	School Sites	February 4, 2015		16/1	
		Various				
Diaz Ponce, Bianca	After School IP	School Sites	February 2, 2015		16/1	
Guadarrama Valencia,						
Guadalupe	Custodian	Bldg. Svcs.	January 28, 2015		23/1	
					The second secon	-

Mark A. McKinney, Associate Superintendent, Human Resources

Board Meeting - February 24, 2015

Personnel Calendar

NAME	NOITING	CITE	FEE DATE	END DATE	CALADV	COMMENTS
TARATE	NOTHEO!	2112	Err. Date	END DATE	SALANI	COMMENTS
PROBATIONARY A	APPOINTMENTS (Co	Continuation)				
Guerrero, Elideth	Teacher Aide	Child Dev.	February 11, 2015		10/1	
	Occupational					
Henderson, Cheryl	Therapist	Speech Dept.	Speech Dept. February 20, 2015		56/1	
Hernandez, Lilian	Preschool Teacher	ECE	February 9, 2015		IIC/I	
		Various			100	
Navarro, Breann	After School IP	School Sites	February 9, 2015		16/1	
Orizabal, Elizabeth	Preschool Teacher	ECE	February 17, 2015		IIIC/1	
Osomio Vazquez,						
Raymundo	Custodian	Bldg. Svcs.	January 28, 2015		23/1	
		Various				
Rivera, Jessica	After School IP	School Sites	January 3, 2015		16/1	
Rodriguez-Sandoval,						
Guadalupe	Preschool Teacher	ECE	February 9, 2015		IIIB/1	
		Various				
Singsay, Jennie	After School IP	School Sites	February 2, 2015		16/1	
		Various				
Serna Laris, Nancy	After School IP	School Sites	February 9, 2015		16/1	
PROMOTIONAL APPOINTMENT	PPOINTMENT					
Schneider Kathleen	Department Specialist	PSS	Fehruary 25, 2015		28/1	
			area (an familia)			

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RECLASSIFICATION	N					
						From Manager
						of Network
						Computer
						Services to
						Assistant
						Director,
						Technology
						Innovation
	Asst. Dir., Tech.	Technology				Services -
	Innovation Services -	Innovation				Network
Chavez, Robert	Network Support	Services	February 11, 2015		Level 38/3	Support
REASSIGNMENTS	REASSIGNMENTS (Change of work site)					
Chavez Montero						From McFadden to
Jesus	After School IP	King	January 28, 2015			King
						From Willard to
Perez, Donna	Instr. Asst Sev. Dis.	McFadden	December 15, 2014			McFadden
TEMPORARY ASSI	TEMPORARY ASSIGNMENTS - Out of Class Compensation	Class Compen	sation			
400						
Alvarado, Angelica	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	February 2, 2015	March 31 2015	13/6	
C			Toront I in the	17101 (1) 10 10	0.01	

Mark A. McKinney, Associate Superintendent, Human Resources

Board Meeting - February 24, 2015

Personnel Calendar

ASSIGNMENTS - Out Construction Adm lberto Tech. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning teen Tech. Sch. Off. Asst. Sec Fd. Svc. Spvr. Ele Fd. Svc. Spvr. Ele Fd. Svc. Spvr. Ele Activity Supervise Activity Supervise Activity Supervise Activity Supervise		of Class Compensation (Continuation) in. Facilities Dept. February 1, 2015 Nutrition Svcs. January 5, 2015 Nutrition Svcs. February 2, 2015 Nutrition Svcs. February 1, 2015 Svcs. February 1, 2015 February 1, 2015	February 27, 2015 January 7, 2015 February 20, 2015 March 31, 2015	40/3 13/6 24/6 13/6	
Alberto Tech. Alberto Tech. alba Sr. Fd. Svc. Wkr. Registrar Inter. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning		sation (Continuation February 1, 2015 January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	February 27, 2015 January 7, 2015 February 20, 2015 March 31, 2015	40/3 13/6 24/6 13/6	
Alberto Tech. alba Sr. Fd. Svc. Wkr. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. Ted. Svc. Spvr. Elem. Activity Supervisor and Activity Supervisor	nin.	February 1, 2015 January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	February 27, 2015 January 7, 2015 February 20, 2015 March 31, 2015	40/3 13/6 24/6 13/6	
Alberto Tech. alba Sr. Fd. Svc. Wkr. la Sr. Fd. Svc. Wkr. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. Facilities Planning thleen Tech. Facilities Planning Tech. Facilities Planning Tech. Activity Supervisor Activity Supervisor and Activity Supervisor	nin.	February 1, 2015 January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	February 27, 2015 January 7, 2015 February 20, 2015 March 31, 2015	40/3 13/6 24/6 13/6	
Alberto Tech. alba Sr. Fd. Svc. Wkr. Registrar Inter. ia Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. sth Sch. Off. Asst. Sec. ia Fd. Svc. Spvr. Elem. Ted. Svc. Spvr. Elem. Activity Supervisor and Activity Supervisor		February 1, 2015 January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	February 27, 2015 January 7, 2015 February 20, 2015 March 31, 2015	40/3 13/6 24/6 13/6	
alba Sr. Fd. Svc. Wkr. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. Facilities Planning Facilities P		January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	January 7, 2015 February 20, 2015 March 31, 2015 March 31, 2015	13/6 24/6 13/6	
alba Sr. Fd. Svc. Wkr. Registrar Inter. Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. Sch. Off. Asst. Sec. A Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. Activity Supervisor and Activity Supervisor		January 5, 2015 January 28, 2015 February 2, 2015 February 1, 2015	January 7, 2015 February 20, 2015 March 31, 2015 March 31, 2015	13/6 24/6 13/6	
ia Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. ath Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. Activity Supervisor and Activity Supervisor		January 28, 2015 February 2, 2015 February 1, 2015	February 20, 2015 March 31, 2015 March 31, 2015	24/6	
ia Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning thleen Tech. sth Sch. Off. Asst. Sec. a Fd. Svc. Spvr. Elem. PFd. Svc. Spvr. Elem. Activity Supervisor and Activity Supervisor		February 2, 2015 February 1, 2015	March 31, 2015 March 31, 2015	13/6	
Sr. Fd. Svc. Wkr. Sr. Fd. Svc. Wkr. Facilities Planning leen Tech. Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. Activity Supervisor Activity Supervisor		February 2, 2015 February 1, 2015	March 31, 2015 March 31, 2015	13/6	
Sr. Fd. Svc. Wkr. Facilities Planning athleen Tech. Sch. Off. Asst. Sec. ia Fd. Svc. Spvr. Elem. ACTIVITY Supervisor fland Activity Supervisor		February 1, 2015	March 31, 2015		
Sr. Fd. Svc. Wkr. Facilities Planning athleen Tech. Joeth Sch. Off. Asst. Sec. Ida Fd. Svc. Spvr. Elem. SUPERVISORS Activity Supervisor Iland Activity Supervisor		February 1, 2015	March 31, 2015		
Facilities Planning Tech. Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. VISORS Activity Supervisor Activity Supervisor	Ī			13/6	
Tech. Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. VISORS Activity Supervisor Activity Supervisor	g Facilities				
Sch. Off. Asst. Sec. Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. Activity Supervisor Activity Supervisor	Dept.	February 1, 2015	February 27, 2015	30/3	
Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. PERVISORS Activity Supervisor d Activity Supervisor	ec. Century	February 2, 2015	February 27, 2015	24/5	
Fd. Svc. Spvr. Elem. Fd. Svc. Spvr. Elem. PERVISORS Activity Supervisor d Activity Supervisor	Nutrition				
Fd. Svc. Spvr. Elem. PERVISORS Activity Supervisor nd Activity Supervisor	em. Svcs.	January 2, 2015	March 31, 2015	15/5	
Fd. Svc. Spvr. Elem. IPERVISORS Activity Supervisor nd Activity Supervisor	Nutrition				
PERVISORS Activity Supervisor d Activity Supervisor	em. Svcs.	January 26, 2015	February 27, 2015	15/6	
PERVISORS Activity Supervisor d Activity Supervisor					
Activity Supervisor d Activity Supervisor					
Activity Supervisor d Activity Supervisor					
d Activity Supervisor	sor Segerstrom	February 9, 2015		10/1	
		February 12, 2015		10/1	
Caceres, Maritza Activity Supervisor Jef	sor Jefferson	February 9, 2015		10/1	
Casillas, Blanca Activity Supervisor Sa	sor Santiago	February 9, 2015		10/1	
Jimenez, Stephanie Activity Supervisor Mı	sor Muir	February 9, 2015		10/1	
Lopez, Rocio Activity Supervisor Vii	sor Villa	February 9, 2015		10/1	

Mark A. McKinney, Associate Superintendent, Human Resources

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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - February 24, 2015

Doald Meeting - renthaly 44, 4013	ual y 24, 2013					
NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ACTIVITY SUPERVISORS (Continual	TSORS (Continuation)					
Luna, Reyna	Activity Supervisor	Carver	February 9, 2015		10/1	
Munoz, Maria	Activity Supervisor	Heroes	February 25, 2015		10/1	
Navarro Pinonez,						
Gonzalo	Activity Supervisor	Washington	February 9, 2015		10/1	
SUBSTITUTES						
	Alarm					
Grimshaw, Danielle	Monitor/Dispatcher		February 6, 2015		22/1	Ē
Lenhoff, Deborah	Payroll Specialist		February 9, 2015		37/6	
Lopez, Priscilla	Clerical		February 9, 2015		20/1	
Nguyen-Tran, Hollie	Clerical		February 9, 2015		20/1	
Razon, Anthony	SLPA		February 2, 2015		19/1	
Rodriguez, Janet	Clerical		January 20, 2015		20/1	
Rodriguez, Jose	Maintenance Worker		January 20, 2015		23/1	
Saucedo, Enrique	Custodian		January 20, 2015		23/1	
Stamegna, Nicole	Clerical		February 9, 2015		20/1	
100 A MAGENT HACTIO						
SHOKI TEKM ASSIGNMENT	GNMENT					
	Student Records					Not to exceed
Marquez, Omar	Technician	PSS	February 25, 2015	June 30, 2015	31/6	40 hours

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
				;		
ATHLETIC SPECIALIST	ALIST					
	Asst. Basketball					
Aguilar, Maurice	Coach (Boys)	Santa Ana	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Amezcua, Carlos	(Boys)	Saddleback	November 24, 2014		\$20.38	
	Asst. Basketball					
Andrade, Aida	Coach (Girls)	Valley	November 24, 2014		\$18.98	
	Asst. Wrestling					
Apodaca, Donald	Coach (Boys)	Segerstrom	November 24, 2014		\$18.98	
	Asst. Basketball					
Barnes, Calvin Jr.	Coach (Girls)	Santa Ana	November 24, 2014		\$18.98	
	Asst. Basketball					
Benitez, Ulises	Coach (Boys)	Valley	November 24, 2014		\$18.98	
	Asst. Wrestling					
Bitun, Rialou	Coach (Girls)	Santa Ana	November 24, 2014		\$20.38	
	Asst. Basketball					
Calderon, Gabriel	Coach (Boys)	Saddleback	November 24, 2014		\$18.98	
Carrillo, Ricardo	Asst. Soccer Coach	Valley	November 24, 2014		\$18.98	
	Asst. Wrestling					
Casarez, Ariel	Coach	Valley	November 24, 2014		\$18.98	
	Asst. Wrestling					
Chavez, Israel	Coach	Segerstrom	November 24, 2014		\$18.98	
	Asst. Wrestling					
Cisneros, Edgar	Coach (Boys)	Santa Ana	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Cornejo, Edwin	(Girls)	Segerstrom	November 24, 2014		\$20.38	

Mark A. McKinney, Associate Superintendent, Human Resources

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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

AME POSITION SITE EFF. DATE END DATE			
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ATHLETIC SPECIALIST (Continuation)				T ATT TOTAL	
ATHLETIC SPECIAL					
Þ	JST (Continuation)				
-	Head Coach Soccer				
Cruz, Joel	(Girls)	Santa Ana	November 24, 2014	\$25.47	
7	Asst. Waterpolo				
Cruz, Maer	Coach (Girls)	Santa Ana	November 24, 2014	\$18.98	
7	Asst. Soccer Coach				
Deaquino, Roberto	(Boys)	Valley	November 24, 2014	\$18.98	
7	Asst. Soccer Coach				
Flores, Ricardo ((Boys)	Valley	November 24, 2014	\$18.98	
7	Asst. Soccer Coach				
Fonseca, Reyna	(Girls)	Santa Ana	November 24, 2014	\$18.98	
1	Asst. Soccer Coach				
Fonseca, Yesenia ((Girls)	Santa Ana	November 24, 2014	\$18.98	
7	Asst. Basketball				
Fulford, Tracy	Coach (Boys)	Segerstrom	November 24, 2014	\$20.38	
7	Asst. Basketball				
Fulford, Tracy	Coach (Girls)	Segerstrom	November 24, 2014	\$20.38	
7	Asst. Wrestling				
Gallegos, Cesar	Coach (Boys)	Valley	November 24, 2014	\$18.98	
1	Head Coach				
Garcia, Art	Wrestling (Boys)	Saddleback	November 24, 2014	\$23.73	
7	Asst. Basketball				
Gardener, Prentice (Coach (Girls)	Santa Ana	November 12, 2014	\$18.98	
7	Asst. Basketball				
Gibson, Derrion	Coach (Boys)	Saddleback	November 24, 2014	\$18.98	
Godinez, Rodolfo Jr.	Asst. Soccer Coach	Saddleback	November 24, 2014	\$18.98	

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - February 24.

Board Meeting - February 24, 2015

NAME	NOITION	SITE	FFF DATE	TAU UNT	CALADV	COMMENTS
ATHLETIC SPECIALIST (Continuation)	LIST (Continuation)					
	Asst. Waterpolo					
Gonzalez, Francisco	Coach (Girls)	Saddleback	November 24, 2014		\$18.98	
Gonzalez Sanchez,	Asst. Soccer Coach					
Roberto	(Boys)	Santa Ana	November 24, 2014		\$18.98	
Gutierrez, Danny	Asst. Cross Country	Santa Ana	August 25, 2014		\$18.98	
	Asst. Basketball					
Hall, Troy	Coach (Boys)	Santa Ana	November 24, 2014		\$18.98	
	Head Coach					
Heiland, Danielle	Waterpolo (Boys)	Santa Ana	November 24, 2014		\$23.73	
	Asst. Wrestling					
Hernandez, Luis	Coach (Girls)	Santa Ana	November 24, 2014		\$18.98	
	Asst. Basketball					
Herrera, Manny	Coach	Saddleback	November 24, 2014		\$18.98	
Huynh, Tommy	Asst. Soccer Coach	Valley	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Izquierdo, Cynthia	(Boys)	Segerstrom	November 24, 2014		\$18.98	
Jacobo, Sonia	Asst. Soccer Coach	Saddleback	November 24, 2014		\$18.98	
	Asst. Wrestling					
Justo, Rodolfo	Coach	Godinez	November 24, 2014		\$18.98	
	Asst. Wrestling					
Justo, Sesar	Coach	Godinez	November 24, 2014		\$18.98	
	Asst. Basketball					
Lara, Daniel	Coach	Saddleback	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Levin, Daniel	(Boys)	Segerstrom	November 24, 2014	34	\$18.98	

Mark A. McKinney, Associate Superintendent, Human Resources

Board Meeting - February 24, 2015

Personnel Calendar

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuation)	LIST (Continuation)					
	Head Coach Soccer					
Lopez, David	(Girls)	Saddleback	November 24, 2014		\$25.47	
	Asst. Basketball					
Lopez, Martel	Coach	Santa Ana	November 18, 2014		\$18.98	
	Asst. Waterpolo					
Luviano, Genesis	Coach (Boys)	Valley	October 13, 2014		\$18.98	
	Asst. Waterpolo					
Luviano, Genesis	Coach (Girls)	Valley	November 24, 2014		\$18.98	
Maldonado,	Asst. Basketball					
Christopher	Coach (Boys)	Valley	November 24, 2014		\$18.98	
	Asst. Basketball					
Martin, Roberto	Coach	Valley	November 24, 2014		\$18.98	
	Head Coach					
Martinez, Freddy	Basketball (Girls)	Saddleback	November 24, 2014		\$23.73	
Martinez, Yobany	Head Coach Soccer	Valley	November 24, 2014		\$25.47	
	Asst. Basketball					
Morley, Christopher	Coach (Boys)	Saddleback	October 10, 2014		\$18.98	
	Head Coach Soccer					
Nava, Imelda	(Girls)	Segerstrom	November 24, 2014		\$23.73	
	Asst. Basketball					
Navarro, Charles	Coach (Boys)	Saddleback	November 24, 2014		\$18.98	
	Asst. Basketball					
Nunez, Alvaro	Coach (Girls)	Valley	November 24, 2014		\$20.38	
Perkins, Andrew	Asst. Football Coach	Valley	September 24, 2014		\$23.73	

Mark A. McKinney, Associate Superintendent, Human Resources

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CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar Board Meeting - February 24, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST (Continuati	LIST (Continuation)					
	Asst. Soccer Coach					
Pineda, Jesus	(Boys)	Valley	November 24, 2014		\$18.98	
Ramires, Enrrique	Asst. Soccer Coach	Segerstrom	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Rea, Francisco	(Boys)	Santa Ana	November 24, 2014		\$18.98	
	Asst. Waterpolo					
Robles, Gillian	Coach	Segerstrom	December 8, 2014		\$18.98	
Rodriguez Escobedo,	Asst. Basketball					
Ana	Coach (Girls)	Valley	November 24, 2014		\$18.98	
Silva, Miguel	Asst. Soccer Coach	Santa Ana	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Silvas, Alfonso	(Boys)	Segerstrom	November 24, 2014		\$18.98	
	Head Coach					
Simonds, Joel	Basketball (Boys)	Saddleback	November 24, 2014		\$23.73	
	Asst. Wrestling					
Tenorio, Rafael	Coach	Santa Ana	November 18, 2014		\$18.98	
	Asst. Basketball					
Truong, Hai	Coach (Girls)	Saddleback	November 24, 2014		\$18.98	
	Asst. Soccer Coach					
Zuniga, Eric	(Boys)	Saddleback	November 24, 2014		\$18.98	
Zuniga-Magno, Oscar	Asst. Soccer Coach	Saddleback	November 24, 2014		\$20.38	

Mark A. McKinney, Associate Superintendent, Human Resources

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AGENDA ITEMS REQUESTS CLASSIFIED 2014-15 School Year

	2014-15 School Year	ear	Mi
TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED EFFECTIVE and a second
	Learning Innovation with		s
Child Care/Parent Tech Academy	Technology	Two-Way Digital	\$530 February 25, 2015
Classified Extra Duty - Parent Education	Diamond	Title I	
Clerical Support	Heninger	General Funds	
Cultural Enrichment Field Trip	Segerstrom	Title I	\$3,900 February 25, 2015
Extra Duty - Best Practices for Behavior Trainings (Ratification)	Support Services	Special Education	\$200 March 26, 2014
	MAA/Pupil Support		
Extra Duty - Classified	Services	MAA/Medi-Cal	\$1,000 February 25, 2015
Parent Literacy Conference	King	Title I	\$800 February 25, 2015
Parent Meetings for Gifted Students - Childcare	GATE	Title I	\$1,000 February 25, 2015
	Educational Services -		
Parent Meetings for Gifted Students - Translation	GATE	GATE Unrestricted	\$1,000 February 25, 2015
	Registration and Testing		
RTC Kinder Spring Spanish Testing - Short Term	Center, EL Programs		
Classified Subs	Department	LCAP	\$5,900 March 1, 2015
Student Supervision In Computer Labs	Washington	Title I	\$4,000 February 25, 2015
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			d)

Board Meeting February 24, 2015



SANTA ANA UNIFIED SCHOOL DISTRICT

ASSISTANT DIRECTOR OF INNOVATION SERVICES – INFORMATION TECHNOLOGY SUPPORT

JOB SUMMARY:

Under the direction of the Director of Technology Innovation Services and/or designee is responsible for providing leadership in the planning, development, implementation, and administration of information technology and services to support instructional, student services, administrative, and operational programs and services district wide, including administrative and educational computing systems, technical support services, computer software and hardware acquisition, computer system design and installation. Effectively direct, manage, coordinate, and supervise the Technology Innovation operations district-wide; formulate, interpret and administer policy and procedures.

REPRESENTATIVE DUTIES:

- Provide information technology leadership to support instructional, student services, administrative, and operational programs and services district wide. E
- Foster collaboration across functional areas to identify, develop and promote superior information technology solutions to improve the excellence and continuity of District-wide programs and services to ensure student access and success. **E**
- Lead to provide exceptional customer service and end-user support for application systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. E
- Assist in providing planning, organize, control, and direct District-wide operations and activities of the District Technology Innovation Services including the development, design, operation, analysis, modification, maintenance, and repair technology systems, software, databases, applications and security; assure optimal allocation of information technology systems, resources and personnel; assure related activities comply with established standards, requirements, laws, codes, rules, regulations, policies and procedures. E
- Coordinate with District administrators to define information goals, establish priorities, and establish a system of controls. E
- Coordinate and direct resources, personnel, communications, programs, fiscal functions and projects to meet District-wide technology needs and ensure smooth and efficient technology activities; direct the design, development and implementation of Department programs, projects, functions, services, goals, objectives, systems and activities, establish and maintain Department timelines and priorities. E

Minutes FASSISTANT DIRECTOR OF INNOVATION SERVICES – INFORMATION TECHNOLOGY SUPPORT (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Monitor and analyze District-wide information, technology programs, systems, functions, and activities related to application support including: student records, student attendance, personnel, payroll, warehouse, accounting/general ledger, and purchasing systems for financial and operational efficiency and effectiveness; respond to administrative input concerning Department needs; direct the development and implementation of policies, procedures and programs to enhance the financial and operational efficiency and effectiveness of the District. E
- Assist in providing planning, organize, control and direct the design, set-up, development and modification of computer, telecommunication and network systems, District websites, multimedia technology, hardware, software, databases, applications, and security; ensure proper investigation, troubleshooting, diagnosis and repair of system, hardware, software, network, website, telecommunication system and multimedia equipment malfunctions. E
- Monitor, analyze and identify District-wide information technology needs including system
 and equipment acquisition and replacement requirements; research, analyze and maintain
 current knowledge of new and emerging technologies to identify opportunities to enhance
 District-wide operations and meet technology needs; review and authorize proposals for
 service, system, equipment and software purchases. E
- Provide input into the development and preparation the annual preliminary budget of the District Technology Innovation Services; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations. **E**
- Direct the definition, design, development, and testing of new and revised information systems. **E**
- Provide leadership and direction for complex application systems projects and programs from design and development to implementation and completion. E
- Define requirements and plans for project lifecycle deployment. E
- Implement effective change management strategies to ensure District-wide project benefits and goals are realized. Efficiently identify and solve project issues. E
- Implement third party package software and modify programs to meet user needs while maintaining control and integrity of the District database. E
- Plan, organize, control and direct District-wide technology functions to facilitate and enhance the collection, management, manipulation, reporting and distribution of computerized data used for analysis; direct the programming, design, development, upgrading and implementation of new and existing software, databases and applications. E

REPRESENTATIVE DUTIES: (continued)

- Assist in providing coordinating and directing District activities, communications and information between administrators, staff, vendors, service providers, contractors, information technology users, outside agencies and various local, state and federal agencies; direct activities, personnel and projects to ensure proper and timely resolution to information technology issues, problems, malfunctions and conflicts. E
- Assist in providing a comprehensive training program for District staff as new technology and applications systems are developed. E
- Plan, organize, control and direct user training, help desk and support functions related to the operation and efficient use of information technology systems and applications. E
- Advise and provide technical information and assistance to the Deputy Superintendent of Educational Services and other administrators regarding Department projects, activities, needs and issues; participate in the formulation and development of pertinent policies, procedures and programs. E
- Provide supervision and administrative support to assigned staff. E
- Coordinate installation services for both hardware and software issues, including student and administrative devices and associated equipment. **E**
- Ensure adequate resources and personnel to meet District-wide computer system and information technology needs; coordinate and direct related procurement and purchasing functions; develop and negotiate contracts and agreements; initiate personnel transactions, as appropriate; estimate time, staff and resource requirements for District-wide operations and projects; calculate and prepare cost estimates. E
- Provide technical expertise to administrators, personnel, outside agencies and the public
 concerning department operations and activities; respond to inquiries, resolve issues and
 conflicts and provide detailed and technical information concerning related projects,
 services, systems, laws, codes, standards, requirements, goals, objectives, rules,
 regulations, policies and procedures. E
- Attend and conduct a variety of meetings, as assigned; attend and participate in various technology committees, conferences, seminars, and in-services; prepare and deliver oral presentations concerning information technology systems, plans and equipment. **E**

Minutes FASSISTANT DIRECTOR OF INNOVATION SERVICES – INFORMATION TECHNOLOGY SUPPORT (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Supervise and evaluate the performance of assigned personnel; interview and select employees; make staffing recommendations and initiate disciplinary procedures, as needed. Direct and coordinate subordinate work assignments and review work to ensure compliance with established standards, requirements and procedures; ensure employee understanding of established requirements; participate in the development of staffing and operational analysis of assigned area. E
- Perform other related duties as assigned.

KNOWLEDGE AND ABILITES:

Knowledge of:

- Information technology systems and integration to support educational and administrative functions; including but not limited to enterprise software systems, computer hardware and software, data and communication systems, networks, and instructional technology delivery systems.
- Security standards and protocols.
- Current principles, practices, and standards of planning and project management.
- Budget preparation, control and cost/benefit analysis.
- Documentation standards and procedures.
- Data reporting and statistical analysis.
- Principles of leadership, management and supervision.
- City and community.
- Social, cultural and linguistic diversity of District, city and community.

Ability to:

- Assist to manage a District-wide information technology department including development, monitoring, installation, and maintenance of related systems, applications, and assigned personnel.
- Assist to develop proposals, budget forecasts, cost benefit analysis, and project planning.
- Analyze and prioritize complex information technology issues and develop effective course of action.
- Assist to ensure compliance with state, and federal laws and regulations and District policies and procedures.
- Communicate clearly, concisely and effectively both orally and in writing with diverse constituencies.
- Demonstrate competent understanding and expertise of information technology, project management, personnel productivity and operations.
- Effectively plan, develop, implement, and evaluate programs and services for area of assignment.

KNOWLEDGE AND ABILITES: (continue)

Ability to: (continue)

- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
- Evaluate emerging technologies and make recommendations relating to their use across District sites.
- Interface with user groups to determine and develop solutions to information technology needs.
- Perform systems analysis and programming.
- Manage a department servicing a diverse group of users.
- Motivate and lead employees.
- Manage the development and maintenance of software systems.
- Supervise and organize work flow, including the establishment and measurement of goals and objectives.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

A Bachelor's degree in computer science, information systems, business administration, accounting or other related field of study and minimum of five years' of increasingly responsible management experience in computer applications, infrastructure and systems, operations technical support, project management in a supervisory position experience managing a large, complex enterprise level technology organization.

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment.
- Noise from equipment operation.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information.
- Seeing to view a computer monitor and read variety of materials.
- Sitting for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard.
- Lifting or moving objects, normally not exceeding forty (40) pounds.

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

Board Approved: 2/24/15 (9/05)

1 RESOLUTION NO. 14/15-3044 2 BOARD OF EDUCATION 3 SANTA ANA UNIFIED SCHOOL DISTRICT 4 ORANGE COUNTY, CALIFORNIA 5 Certification of a Board Member's Absences from Board Meetings 6 Rob Richardson 7 WHEREAS, Education Code Section 35120(c) states that "a Board Member may be 8 paid for any meeting when absent if the Board by resolution duly adopted and 9 included in its minutes finds that at the time of the meeting he or she was 10 absent as deemed acceptable by the Board; " and 11 WHEREAS, The Board of Education does find that Board Member Rob Richardson 12 was absent from Board meetings held on January 13 and January 27, 2015. 13 NOW, THEREFORE, BE IT RESOLVED: That the Board of Education authorizes 14 payment for Board Member Rob Richardson for the meetings of January 13 and 15 January 27, 2015, from which he was absent. 16 Upon motion of member Richardson and duly seconded, the foregoing Resolution 17 was adopted by the following vote: 18 19 AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, José A. Hernández 20 Rob Richardson 21 22 NOES: 23 ABSENT: 24 ABSTAIN: 25 STATE OF CALIFORNIA) 26)SS: 27 COUNTY OF ORANGE 28 / / 29

I, Richard L. Miller, Secretary to the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a Regular meeting properly noticed and held on the 24th day of February 2015 and passed by a vote of 5-0 of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this $24^{\rm th}$ day of February, 2015.

Richard L. Miller, Ph.D.

Secretary Board of Education of the Santa Ana Unified School District

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 3100(a)

Business and Noninstructional Operations

Budget

The Governing Board recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, priorities, and comprehensive plans. The District budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the District. (cf. 0000 - Vision) (cf. 0200 - Goals for the School District) (cf. 0400 - Comprehensive Plans) (cf. 3000 - Concepts and Roles) (cf. 3300 - Expenditures and Purchases) (cf. 3460 - Financial Reports and Accountability) (cf. 9000 - Role of the Board)

The District budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

The Board shall adopt the budget only after a local control and accountability plan (LCAP) developed pursuant to Education Code 52060-52077 or an annual update to the LCAP is in place for the budget year. Expenditures necessary to implement the LCAP or the annual update during the subsequent fiscal year shall be included in the budget. (Education Code 42127) (cf. 0460 - Local Control and Accountability Plan)

Budget Development and Adoption Process

The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year. (Education Code 42127)

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board encourages public input in the budget development process and shall hold public hearings on the proposed budget in accordance with Education Code 2103 and 42127. (cf. 9320 - Meetings and Notices) (cf. 9322 - Agenda/Meeting Materials) (cf. 9323 - Meeting Conduct)

BP 3100(b)

The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with criteria and standards adopted by the State Board of Education (SBE). (Education Code 33127, 33128, 33128.3, 33129; 5 CCR 15440-15451)

The budget shall provide that funding received through state supplemental and concentration grants pursuant to Education Code 42238.02 and 42238.03 shall be used in accordance with regulations adopted by the SBE for schoolwide or districtwide purposes to increase or improve services for students who are English learners, eligible for free or reduced-price meals, and/or foster youth at least in proportion to the increase to the district's revenue generated from such funds. (Education Code 42238.07) (cf. 3553 - Free and Reduced Price Meals) (cf. 6173.1 - Education for Foster Youth) (cf. 6174 - Education for English Language Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for District revenues and expenditures. (cf. 2210 - Administrative Discretion Regarding Board Policy) (cf. 3110 - Transfer of Funds)

Budget Amendments

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the District's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when the state budget is adopted, collective bargaining agreements are accepted in, District income declines, increased revenues or unanticipated savings are made available to the District, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections. (cf. 3110 - transfer of Funds)

BP 3100(c)

Legal Reference: EDUCATION CODE

EDUCATION CODE		
	1240	Duties of county superintendent of schools
	33127-33131	Standards and criteria for local budgets and expenditures
	35035	Powers and duties of Superintendent
	35161	Powers and duties, generally, of governing boards
	42103	Public hearing on proposed budget; requirements for content or
	10100 10100	proposed budget
	42122-42129	Budget requirements
	42130-42134 42140-42141	Financial certifications
	42238-42251	Disclosure of fiscal obligations
	42230-42231	Apportionments to districts, especially:
	42238.01-422	38.07 Local control funding formula
	42602	Use of unbudgeted funds
	42605	Tier 3 categorical flexibility
	42610	Appropriation of excess funds and limitation thereon
	45253	Annual budget of personnel commission
	45254	First year budget of personal commission
	52060-52077	Local control and accountability plan
GOVERNMENT CODE		pran
	7900-7914	Appropriations limit
CODE OF REGULATIONS, TI	TLE 5	
	15060	Standardized account code structure
	15440-15451	Criteria and standards for school district budgets

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Orange County Department of Education Second Quarter Site

Review Report on Williams Settlement Legislation for Fiscal Year

2014-15

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the results of the Orange County Department of Education's (OCDE) second quarter site review report for fiscal year 2014-15, pursuant to the Williams Settlement Legislation, as required by Education Code Section 1240(2)(H). To ensure compliance, the OCDE is charged with the responsibility to conduct site reviews at deciles 1-3 schools.

RATIONALE:

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

The OCDE has reviewed and completed the 2014-15 second quarter site review of schools in deciles 1-3. There were 19 school site reviews conducted with respect to the safety, cleanliness, and adequacy of school facilities. No deficiencies were reported.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

2014-15 Orange County Department of Education Second Quarter Site Review Report

EXECUTIVE SUMMARY

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

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

• School Site Facility Reviews

No site reviews were conducted.

• Uniform Complaint Procedures (UCP)

No complaints were filed during the period of July through September 2014.

AGENDA ITEM BACKUP SHEET March 10, 2015

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.

DM:lr

SANTA ANA UNIFIED SCHOOL DISTRICT GIFTS RECOMMENDED FOR ACCEPTANCE - March 10, 2015

School:	Gift:	Amount:	Donor:	Used for:
Esqueda Elementary		\$700	Target Field Trip Grants Program Scholarship America Mrs. Kim Rice Program Manager Saint Peter, MN	Field trip expenses for 7th and 8th grade students
Greenville Fundamental		\$718	Greenville PFO Mrs. Minh Vu Santa Ana	Instructional supplies
Kennedy Elementary		\$3,750	Kennedy PTA Ms. Rocio Guzman Santa Ana	Field trip expenses and instructional supplies
Lincoln Elementary		\$1,000	Target Corporation Take Charge of Education Program Ms. Laysha Ward President, Community Relations Minneapolis, MN	Student incentives and instructional supplies
Lincoln Elementary		\$1,973	Lincoln PTA Mrs. Maria Sedano Santa Ana	Field trip expenses
Martin Elementary		\$700	Target Field Trip Grants Program Scholarship America Mrs. Kim Rice Program Manager Saint Peter, MN	Field trip expenses
Remington Elementary		\$1,000	Target Corporation Ms. Dianna Landucci Minneapolis, MN	Library books
Thorpe Fundamental		\$5,000	Thorpe PTA Mrs. Lupe Garibay Santa Ana	Library books
March 10, 2015 donations		\$14,841		
2015 Total donations	\$86,000	\$100,841		

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.

AGENDA ITEM BACKUP SHEET March 10, 2015

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 – <u>School-Sponsored Trips</u> and Administrative Regulation (AR) 6153.1 – <u>Extended School-Sponsored Trips</u>.

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS RECOMMENDED FOR APPROVAL - March 10, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
February 19-22, 2015 (Thursday - Sunday)	Godinez Fundamental Boys CIF Wrestling Competition Temecula High School Temecula	\$195.25 per student (s) (cost paid by ASB & CIF funds)	11	2
Ratification				
March 5-7, 2015 (Thursday - Saturday)	Santa Ana High School Boys CIF State Wrestling Championship Rabobank Arena Bakersfield	\$200.00 per student (s) (cost paid by CIF funds)	4	3
April 6-11, 2015 (Monday - Saturday)	Santa High School NJROTC Educational Orienteering Moffett Field Air Base San Francisco	\$300.00 per student (s) (cost paid by student)	40	4
April 17-19, 2015 (Friday - Sunday)	Segerstrom High School Annual Kiwin's District Convention Woodland Hills Marriott Woodland Hills	\$260.00 per student (s) (cost paid by Kiwin's Club funds)	20	2
June 18-21, 2015 (Thursday - Sunday)	Saddleback High School HOBY Leadership Conference Chapman University Orange	\$195.00 per student (s) (cost paid by ASB funds)	1	1
June 20-27, 2015 (Saturday - Saturday)	Saddleback High School 78 th Annual Boys State Leadership Conference CSU Sacramento	\$420.00 per student (s) (cost paid by General funds)	1	1

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 28-July 3, 2015 (Sunday - Friday)	Saddleback High School 72 nd Annual girls State Leadership Conference McKenna College Claremont	\$400.00 per student (s) (cost paid by General funds)	1	1

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

ITEM: Request of extended field trip for Godinez Fundamental High

School's wresting students to compete in the Boys CIF Wrestling Competition at Temecula High School in Temecula,

California. The trip will be February 19-22, 2015.

OVERVIEW: Godinez Fundamental High School is requesting for their

wrestling students to compete in the Boys CIF Wrestling

Competition.

RATIONALE: The wrestlers have managed to maintain a high level of GPA

and wrestle their way into an upper division of CIF wrestling. During the trip the students will wrestle at Temecula High School in hopes of reaching a high placing so they will be able to quality for Masters and could get them a scholarship for

college.

PARTICIPANTS: 11 students and 2 chaperones (both certificated).

COSTS: \$195.25 per student – To include lodging, meals, and travel

FUNDING: Fundraising and District CIF funds

RECOMMENDATION: Approve the request of the extended field trip for Godinez

Fundamental High School's wrestling students to compete in Boys CIF Wrestling Competition at Temecula High School in

Temecula, California on February 19-22, 2015.

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.

ITEM: Request of extended field trip for Santa Ana High School's

wresting students to compete in the CIF State Wrestling Championships at Rabobank Arena in Bakersfield, California.

The trip will be March 5-7, 2015.

OVERVIEW: Santa Ana High School is requesting for their wrestling students

to compete in the CIF State Wrestling Championships in

Bakersfield, California.

RATIONALE: Four boys from Santa Ana High School will be attending the

CIF State Wrestling Championships in Bakersfield. This tournament showcases the best wrestlers in the state and is

CIF's most prestigious wrestling event in the country.

PARTICIPANTS: 4 students and 3 chaperones (1 certificated and 2 classified).

COSTS: \$200.00 per student – To include lodging, meals, and travel

FUNDING: ASB and District CIF funds

RECOMMENDATION: Approve the request of the extended field trip for Santa Ana

High School's wrestling students to compete in the CIF State Wrestling Championships at Rabobank Arena in Bakersfield,

California on March 5-7, 2015.

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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.

ITEM: Request of extended field trip for Santa Ana High School's

NJROTC cadets to participate in the NJROTC Educational Orienteering trip at Moffett Federal Airfield in Mountain View, California and to visit San Francisco, California. The trip will

be April 6-11, 2015.

OVERVIEW: Santa Ana High School is requesting for their NJROTC cadets

to participate in the NJROTC Educational Orienteering trip to Moffett Federal Airfield in Mountain View, California and San

Francisco, California.

RATIONALE: The cadets will be visiting the San Francisco Bay area and stay

on board a former United States Navy Base (Moffett Field). They will see various military and historical civilian establishments to include the USS Hornet, Naval Air Station Alameda, Moffett Federal Airfield, Alcatraz Federal Prison Museum, the Naval Post Graduate School, and the Presidio of

Monterey.

PARTICIPANTS: 40 cadets and 4 chaperones (2 certificated and 2 classified).

COSTS: \$300.00 per student – To include lodging, meals, and travel

FUNDING: Student and NJROTC funds if any student not able to cover

RECOMMENDATION: Approve the request of the extended field trip for Santa Ana

High School's NJROTC cadets to participate in the NJROTC Educational Orienteering trip at Moffett Federal Airfield in Mountain View, California and to visit San Francisco,

California on April 6-11, 2015.

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ITEM: Request of extended field trip for Segerstrom High School's

Kiwin's Club members to participate in the Annual Kiwin's District Convention at the Marriott in Woodland Hills,

California. The trip will be April 17-19, 2015.

OVERVIEW: Segerstrom High School is requesting for their Kiwin's Club

students to participate in the Annual Kiwin's District

Convention in Woodland Hills, California.

RATIONALE: The Kiwin's District Convention is an annual event where all of

the dedicated Kiwin members from the tri-state area will come together to celebrate the year's accomplishments, meet fellow service members, and create life-long memories. The three-day retreat will consist of amazing workshops, spectacular speakers, numerous awards, an unforgettable dance, and most importantly tons of Kiwin's spirit. Not only will members have an excellent time, they will obtain leadership skills, new friendships, and

several new ideas that are applicable outside of Kiwin's.

PARTICIPANTS: 20 students and 2 chaperones (both certificated).

COSTS: \$260.00 per student – To include lodging, meals, and travel

FUNDING: Kiwin's Club funds

RECOMMENDATION: Approve the request of the extended field trip for Segerstrom

High School's Kiwin's Club members to participate in the Annual Kiwin's District Convention at the Marriott in

Woodland Hills, California on April 17-19, 2015.

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ITEM: Request of extended field trip for Saddleback 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: Saddleback 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 per student – To include lodging, meals, and travel

FUNDING: ASB funds

RECOMMENDATION: Approve the request of the extended field trip for Saddleback

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.

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ITEM: Request of extended field trip for a Saddleback High School

student to attend the 78th Annual Boys State Leadership Conference at California State University (CSU), Sacramento.

The trip will be on June 20-27, 2015.

OVERVIEW: Saddleback High School is requesting approval for 1 student to

go to the 78th Annual Boys State Leadership Conference in

Sacramento, California.

RATIONALE: One exceptional male delegate is selected to attend the

conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and

responsibilities.

PARTICIPANTS: 1 student and 1 chaperone (Jess Lawson, conference trip

supervisor at Leadership Conference).

COSTS: \$420.00 per student - To include lodging, meals, and auto

FUNDING: General funds

RECOMMENDATION: Approve the request of the extended field trip for a Saddleback

High School student to attend the 78th Annual Boys State Leadership Conference at California State University,

Sacramento on June 20-27, 2015.

ITEM: Request of extended field trip for a Saddleback High School

student to attend the 72nd Annual Girls State Leadership Conference at McKenna College in Claremont, California. The

trip will be on June 28-July 3, 2015.

OVERVIEW: Saddleback High School is requesting approval for 1 student to

attend to 72nd Annual Girls State Leadership Conference at

McKenna College in Claremont, California.

RATIONALE: For 72 years, girls have traveled to the Girls State Leadership

Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by

living for a week as a self-governing citizen.

PARTICIPANTS: 1 student and 1 chaperone (Valarie Hardy-program director at

State Leadership Conference).

COSTS: \$400.00 per student - To include lodging, meals, and auto

FUNDING: General funds

RECOMMENDATION: Approve the request of the extended field trip for a Saddleback

High School student to attend the 72nd Annual Girls State Leadership Conference at McKenna College in Claremont,

California on June 28-July 3, 2015.

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Ethnic Studies Course for High School Students

ITEM: Consent

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

PREPARED BY: Edward Winchester, Executive Director, Secondary Curriculum and

Instruction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval for the Ethnic Studies course for high school students.

RATIONALE:

This proposed Ethnic Studies course is designed to develop a balanced understanding of how race, ethnicity, nationality, and culture have shaped and continue to shape individuals and society in the United States. Further, it will prepare students to leave high school to enter college, career, and life with a solid understanding of historical trends and historical thinking.

This course also helps develop academic skills in reading, analysis, and writing of historical narratives. It gives students a broad opportunity to work with and understand the variety of perspectives that shapes the richness and complexity of the United States, California, and Santa Ana.

The course currently meets the "G" requirement for University of California admissions.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Ethnic Studies course for high school students.

DM:EW:sz

Course Information

Course Title: Ethnic Studies District Course #:

Department: Secondary Education **Grade Level:** 11 or 12

Course Length: Full Year Subject Area: College Preparatory Elective

(Two semesters) "G" Credit–History/Social Science

Prerequisites: Recommended, but not required, that Modern World History be taken prior to this

course.

Course Description

This Ethnic Studies course aims to educate students to be politically, socially, and economically conscious about their personal connections to local and global histories. By studying the histories of race, ethnicity, nationality, and culture, students will cultivate respect and empathy for individuals and solidarity with groups of people locally, nationally and globally so as to foster active social engagement and community building. Honoring the historical legacy of social movements and mass struggles against injustice, including the establishment of ethnic studies programs in public schools and university curricula, this course aims to provide an emancipatory education that will inspire students to critically and pro-actively engage in self-determination and seek social justice for all.

Through historical documents and historical interpretations (both print and film), students will be able to (1) discuss their identities, including race, ethnicity, culture, and nationality, (2) describe the ways in which these categories are socially constructed and how they affect students' lives and the lives of others, (3) participate in grassroots community activities, and (4) explain the dynamics among internalized, interpersonal, and institutional oppression and resistance.

This course is designed to develop an understanding of how race, ethnicity, nationality, and culture have shaped and continue to shape individuals and society in the United States. The course prepares students to participate in concurrent or subsequent social studies and literature courses with a solid understanding of historical trends and historical thinking. The course develops academic skills in reading, analysis, and writing of historical narratives. The course gives students a broad opportunity to work with and understand the variety of perspectives that shapes the richness and complexity of the United States, California, Orange County, as well as our city.

Course Outline

Semester 1: Reflecting On My World

Introduction: What is Ethnic Studies? (1 week)

Students review or learn the concepts of "historical perspective" and "historiography as power" ("Why is history taught like this?" by Loewen; excerpts from four world history textbooks on Columbus' voyages to the Americas). Students learn the origins of Ethnic Studies as an academic discipline at San Francisco State University in 1969 (San Francisco State: On strike; At 40: Asian American Studies @ San Francisco State). Students learn about the current efforts to ban Ethnic Studies courses in Arizona schools ("Arizona law curbs Ethnic Studies classes" by Mackey).

Unit 1: My Story: Student Identity and Narratives (3 weeks)

Students (1) analyze the documentary film *Race: The Power of an Illusion: Part 2: The Story We Tell* to learn the concept of the social construction of race and (2) collect documents of their own history to (3) write a 500-word autobiographical essay in which they reflect on how race, ethnicity, nationality, and culture have shaped their identity.

In addition to the 500-word autobiographical essay described above, students create a "document box," or a box of documents and artifacts that evidence key components of their identity.

Unit 2: Historical case study: California Indians and How Institutional Oppression Shapes Individual Identity (4 weeks)

Students read the Universal Declaration of Human Rights to identify the rights that all humans have been accorded since the mid-20the century. Students examine three sets of excerpts from primary source documents to identify particular rights that were denied to American Indians and the roles that six institutions played in the denial of those rights (economics, education, family, government/law, media, religion). One set of primary source documents is from the Spanish colonial period (Bartolomé de las Casas, Juan Gines de Sepulveda, and Francisco Palou), one set is from the westward expansion of the United States in the first half of the 19th century (Elias Boudinot, John Melish, and John O'Sullivan), and one set is from post-Gold Rush California (newspapers articles reprinted in *The Destruction of California Indians*). Based on this investigation, students conduct a grand jury investigation to address the question "Who was responsible for the physical and cultural genocide of California Indians?" Following the trial, students view and analyze the film *In the White Man's Image* to understand efforts to Americanize the surviving Indian population in the late 19th and early 20th centuries by enrolling them in Indian schools. To conclude the unit, students write a 900-word persuasive essay to provide their individual answers to the question investigated by the grand jury.

In addition to the journal writing and 900-word persuasive essay described above, students present a reader's theater based on primary sources that expresses the ways that various institutions introduced into California beginning in the late 18th century (economics, education, family, government/law, media, religion) contributed to the destruction of California Indians and their communities.

Unit 3: Stories That Shape Me: An Oral History Project (4 weeks)

Students learn the history of oral traditions in cultures around the world and as a research tool in the discipline of Ethnic Studies ("Geographies of displacement" by Mirabal.) Students study examples of recent oral histories (*Underground America: Narratives of Undocumented Lives*, edited by Orner). Students receive direct instruction on oral history methodology ("Step-by-step Guide to Oral History" by Moyer). Students conduct an oral history interview with a member of their family or another adult important in their lives, focusing on the concepts of race, ethnicity, nationality, and culture. Students transcribe the interview, create a 1,500-word historical narrative from the interview, and present the narrative orally to their classmates.

Unit 4: My Stereotypes: Where Stereotypes Come From and How They Shape My World (4 weeks)

Students identify their own stereotypes, including those that arose in the family narratives they created in Unit 3. Students investigate the history of stereotypes by learning about eugenics and the genetic issues relating to race and racism (textbook, Chapter 3; *Race: The Power of an Illusion, Part 1*) and by analyzing film portrayals of Latinos, African Americans, and Asian Americans (*Latino Images in Film*, film clips from the UCLA Chicano Studies Research Center, *Ethnic Notions*, and *The Asian Mystique*). Students select and analyze examples of contemporary stereotyping in popular culture (advertisements, television programs, films) to understand how stereotypes are reproduced and perpetuated. Based on these investigations, students produce public service announcements for sharing in their class that challenge particular stereotypes in terms of institutional, interpersonal, and internalized oppression.

Based on their study of the history of stereotypes, how media perpetuate stereotypes, and the harm stereotypes cause, students create a public service announcement that encourages other teenagers to repudiate the use of stereotypes in their daily lives.

Semester 2: Acting In My World

Unit 5: Our Communities (5 weeks)

Students expand beyond their study of self and family during the first semester to study community during the second semester. Following an introduction to the various types of communities, students learn about the origins or race- and ethnic-based communities in cities in the United States (The Power of an Illusion, Part 3: The House We Live In) and a model for classifying the various ways in which race- and ethnic-based communities have resisted oppression ("Examining Transformational Resistance" by Solorzano and Bernal). Students apply the concepts of community and resistance they have learned to two historical case studies, Chinatown in San Francisco (Chinatown by Lowe) and Latino barrios in California (Latino USA by Stavans and Alcaraz, and "The Barrioization of Nineteenth-century Mexican Californians" by Ríos-Bustamonte). Both case studies include a focus on segregation in education ("Doors to Opportunity" from the textbook for the Tape v. Hurley case in Chinatown and The Lemon Grove Incident for Latino communities). Students evaluate accounts of resistance from the readings and films in relation to Solorzano and Bernal's model of four types of resistance, which include reactionary, self-defeating, conformist, and transformational resistance. Students conclude the unit with a study of José Clemente Orozco's mural The Epic of American Civilization at Dartmouth College and then create their own two-sided piece of art that expresses on one side ways in which oppression controls and constricts communities and on the other side ways in which transformational resistance creates influence and positive outcomes within communities.

In addition to the three writing assignment described above, students create a two-sided piece of art that expresses on one side ways in which oppression controls and constricts communities and on the other side ways in which transformational resistance creates influence and positive outcomes within communities.

Unit 6: Building Community Voice (4 weeks)

Building on their knowledge of race- and ethnic-based communities, oppression, and resistance, students are introduced to the ways groups have leveraged community voice to move issues forward. Students study examples of efforts to unite wageworkers during the Great Depression and World War II among African Americans (*Wherever There's a Fight* by Elinson and Yogi, the film *Golden Lands, Working Hands*, and *Double Victory* by Takaki) and Filipino Americans (the preceding sources plus the film *Little Manila* and *On Becoming Filipino* by Bulosan). Students identify oppression in terms of the Universal Declaration of Human Rights and analyze resistance in terms of Solorzano and Bernal's model (see Unit 5). Students perform the play *The Romance of Magno Rubio* (based on a short story by Bulosan) and then create and perform a five-minute script for a play of their own that expresses their knowledge and feelings about what they have learned about the intersection of community, race, and the work force.

Unit 7: Community-Based Social Movements in the 1950s and 1960s (5 weeks)

Students learn how the efforts to unite the voice of various communities (studied in Unit 6) blossomed into a social movement after World War II. Students study how other racial and ethnic groups joined the civil rights movement initiated by African Americans (excerpts from *Eyes on the Prize* documentary). They explore the ways in which the ideology of eugenics had influenced the educational system in the United States (textbook, Chapter 5), and then analyze the demands of African Americans, Latinos, Asian Americans, and American Indians to reform the educational system ("Black Panther Party Platform and Program," Oakland Community School, "Plan de Atzlán," the film *Walkout*, "On Strike!" by Umemoto, and "A Brief History of the American Indian Movement" by Wittstock and Salinas). Students compare and contrast the issues and concerns voiced by the various groups. Students analyze the efforts of these movements in terms of Solorzano and Bernal's model of resistance (see Unit 5). Students compare educational issues from the 1960s and 1970s with their

contemporary educational conditions and produce a manifesto that lists and justifies their requests for reform of the current education system. Students work in groups to put their vision into practice by preparing a lesson for students in a neighboring middle school on one of the topics they have studied in this Ethnic Studies course. The lesson embodies the changes the students would like to see in the educational system. Students share the lesson with students in middle school.

In addition to the 500-word persuasive essay described above, students work in teams to create 30-minute lesson on a topic from this Ethnic Studies course that embodies the positive changes the students would like to see in the educational system. They will share the lessons with middle school students.

Unit 8: Learning Service Project (5 weeks, interspersed during Units 5, 6, & 7)

Students build on their knowledge of communities (Unit 5) and community voice (Unit 6) to design and implement a learning service project in their neighborhood. Following a model of investigation and collaboration, students first conduct research on a neighborhood of their choice (either the school neighborhood or the neighborhood where they live). They use census data to create a demographic profile of the neighborhood, consult the city planning department to identify any relevant community studies, and conduct research in the local public library on the history of the neighborhood. They identify community-based organizations within the neighborhood, and, based on the services the organization provides or the issues it addresses, students choose one organization in the community to work with. Students further develop the oral history skills they learned in Unit 3 by conducting an oral history with a community-based advocate, with a focus on how the advocate became involved with the issue, the nature of the advocate's work, and the effects of the advocate's involvement on his or her life. Students participate in one event important to the community and write a report summarizing their experience. The report concludes with ideas on how the student could apply the lessons learned in the learning service project within the school community.

Using census data, sources from the public library, and reports from the city planning department, students research the neighborhood around their school or the neighborhood where they live. Students create a PowerPoint presentation that summarizes the findings of their investigation, including a demographic profile, a history of the neighborhood, a summary of the latest study of the neighborhood conducted by the city planning department, and an annotated list of community-based organizations in the neighborhood.

Students conduct an oral history of an advocate in a community-based organization in the neighborhood they have investigated. They write a 1,500-word analytical narrative that explains how the advocate became involved in community work, the nature of the advocate's work with the organization, and how the work has affected his or her life.

Students participate in an event conducted by the community-based organization and write a 500-word analytical narrative that concludes with ideas on how the student could apply the lessons learned from the learning service project to the school community.

Course Structure

The instructional design of the course is based on the goal of deepening students' understanding of both the past and the present through continual reflection on the interaction between the two. Students learn to shift analytical lenses between their personal lives and the larger social and historical context that has created the environment within which they live. This process deepens students understanding of them-selves by grounding it in history and it deepens their appreciation of history by connecting it to their contemporary lives.

This dynamic is seen in the course structure as the content alternates between units that focus on the present and units that focus on historical case studies. During Semester 1, Units 1 and 3 focus on the present and students' personal experiences, while Units 2 and 4 feature a historical case study of California Indians and the historical development of racial and ethnic stereotypes. During Semester 2 — which centralizes communities,

social advocacy, and social movements — Unit 8, which is a research study of the students' contemporary communities and community-based organizations, runs simultaneously through the semester with Units 5, 6, and 7, which present historical cases studies of various communities of color in California. Unit 8 features field experiences, partnerships between the classroom and organizations in the community, and student involvement in community activities so that students personally experience social engagement while they are studying historical cases of communities that have organized various types of campaigns to improve their political, economic, and social conditions.

The shifting of analytical lenses from students' lives to the historical context is also practiced within individual units. Within each unit, some assignments require students to start with themselves and build outward to the historical context while other assignments require them to start with historical case studies and make connections back to themselves and their communities. For example, Unit 4, the study of stereotypes, begins with students identifying their own stereotypes, then shifts to a historical study of the origin of those and other stereotypes, and then returns to students owns lives with the production of a public service announcement that encourages other students in their school to repudiate the use of stereotypes in their daily lives.

Another way in which instructional strategies reflect the goal of integrating students' personal experiences and the historical context is the use of the Reading Like a Historian program developed by the Stanford History Education Group. This program centralizes the use of primary source documents in historical study. It frames the sourcing, close reading, contextualization, and collaboration of primary sources with different perspectives on the same historical event with an authentic historical question on which students must express their opinion, based on the historical evidence. Positioning students as interpreters of history helps them understand themselves in relation to the historical material. Similarly, the development of media analysis skills in Unit 3: My Stereotypes develops the analytical tools that students employ later in the course to analyze contemporary documents and films.

The culminating project for the course also requires students to employ both their personal, contemporary analytical lens and their historical analytical lens. Students work in teams to develop lessons based on the content of their Ethnic Studies course and share the lessons with middle school students in their communities. Lesson development emphasizes the connections that the high school students must find between the historical material and the lives of the middle school students in order to assure the success of the lessons.

Instructional Design

The instructional design of the course is based on the goal of deepening students' understanding of both the past and the present through continual reflection on the interaction between the two. Students learn to shift analytical lenses between their personal lives and the larger social and historical context that has created the environment within which they live. This process deepens students understanding of them-selves by grounding it in history and it deepens their appreciation of history by connecting it to their contemporary lives.

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Another way in which instructional strategies reflect the goal of integrating students' personal experiences and the historical context is the use of the Reading Like a Historian program developed by the Stanford History Education Group. This program centralizes the use of primary source documents in historical study. It frames the sourcing, close reading, contextualization, and collaboration of primary sources with different perspectives on the same historical event with an authentic historical question on which students must express their opinion, based on the historical evidence. Positioning students as interpreters of history helps them understand themselves in relation to the historical material. Similarly, the development of media analysis skills in Unit 3: My Stereotypes develops the analytical tools that students employ later in the course to analyze contemporary documents and films.

The culminating project for the course also requires students to employ both their personal, contemporary analytical lens and their historical analytical lens. Students work in teams to develop lessons based on the content of their Ethnic Studies course and share the lessons with middle school students in their communities. Lesson development emphasizes the connections that the high school students must find between the historical material and the lives of the middle school students in order to assure the success of the lessons.

Assessments

Student writing is the principal form of assessment in this course. Short in-class or homework writing assignments provide formative assessment of daily activities, and the collection of writing assignments outlined above provides a summative assessment for each unit.

In addition, oral presentations are used to assess student learning, as in Unit 2 (classroom trial), Unit 3 (oral summary of oral history narrative), and Unit 6 (performance of a five-minute play). Most units include a project by which student work is assessed. Unit 4 features the production of a public service announcement assesses student understanding of stereotypes. Unit 5 features an art project that assesses student learning of the concept of social resistance through art. Unit 8 features a learning service project that assesses student understanding of how communities organize through direct participation.

Assessment will also include multiple-choice tests with brief written justifications for the answer chosen for each question. These tests will focus on assessment of content knowledge and historical thinking skills.

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Ratification of Consultant Agreement between Dr.

Anthony P. Mazzaferro and Special Projects for February 25, 2015

through March 4, 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 ratification of the consultant agreement between Dr. Anthony P. Mazzaferro and Special Projects for February 25, 2015 through March 4, 2015. The consultant will provide conducting for the 2015 SAUSD High School Honor Band.

RATIONALE:

The SAUSD High School Honor Band is a select group of band musicians. Dr. Mazzaferro will lead the band through rehearsals and a final concert performance on March 4, 2015. The band students will also be covering music standards 1.0, 2.0, and 5.0 – Performing a variety of repertoire through singing and/or playing a musical instrument.

- 6 hours of rehearsal
- 3 hours of preparation
- 1 hour conducting concert

FUNDING:

Visual and Performing Arts: \$600

RECOMMENDATION:

Approve the ratification of the consultant agreement between Dr. Anthony P. Mazzaferro and Special Projects for February 25, 2015 through March 4, 2015.

DM:sz

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "District" and Dr. Anthony P. Mazzaferro₂ 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:

Services to be provided by CONSULTANT: **Dr. Anthony P. Mazzaferro will lead conducting** the SAUSD High School Honor Band (a select group of band musicians) through rehearsals and a final concert performance on March 4, 2015.

- 6 hours of rehearsal
- 3 hours of preparation
- 1 hour conducting concert
- 1. <u>Term.</u> CONSULTANT shall commence providing services under this AGREEMENT on **02/25/15** and will diligently perform as required and complete performance by **03/04/15**.
- 3. <u>Compensation.</u> DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$600.00** 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. <u>Materials</u>. 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: <u>N/A</u>.

 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. <u>Copyright/Trademark/Patent</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>: 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
- 13. <u>Compliance With Applicable Laws</u>. 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. <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits ad licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 15. <u>Employment with Public Agency</u>. 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. <u>Affirmative Action Employment/Nondiscrimination</u>. 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. <u>Non-waiver</u>. 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: CONSULTANT:

Santa Ana Unified School District Dr. Anthony P. Mazzaferro

1601 E. Chestnut Avenue 113 Caravan

20. <u>Severability</u>. 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. <u>Governing Law</u>. 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 10 Day of March, 2015.

DISTRICT:	CONSULTANT:
By:	By:
Signature	Signature
Stefanie P. Phillips, E.D.,	Dr. Anthony P. Mazzaferro
Printed Name	Printed Name
Deputy Superintendent, Operations, CBO	
Title	Title
03/10/2015	
Board Approval Date	Social Security or Taxpayer Identification

Board Meeting

TITLE: Approval of Consultant Agreement between Panjive Steel Drum

Entertainment and Carr Intermediate School for April 1, 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 Panjive Steel Drum Entertainment and Carr Intermediate School for April 1, 2015. The consultant will be performing music for Carr Intermediate School students. This is the first time Carr Intermediate School will be using this consultant.

RATIONALE:

Panjive Steel Drum Entertainment will perform at Carr Intermediate's Spring Festival for students as a part of the Positive Behavior Intervention System (PBIS) celebration. This consultant will be providing a multi-cultural experience for the students and will include music from South America and the Caribbean. A goal will be to promote more student interest for participation in the school's visual and performing arts program.

FUNDING:

Title I: \$395

RECOMMENDATION:

Approve the consultant agreement between Panjive Steel Drum Entertainment and Carr Intermediate School for April 1, 2015.

PANJIVE

☐ STEEL DRUM ENTERTAINMENT (562) 408-0081 ~ EVENT CONTRACT ~

(load in & set up by 10:00)

Date of event: Wednesday, April 1 2015 Time band plays: 11:00am to 1:00pm
Location of event: Carr Intermediate School~ 2120 W. Edinger Avenue, Santa Ana, CA 92704
Contact person: Chad Greendale Phone # (714) 480-4100
E-mail: chad.greendale@sausd.us Fax # (714) 957-8766
Type of Music/Band: Caribbean Steel Drum # of musicians:(3) Trio
Fee: \$ 395.00 Overtime: \$ n/a Deposit Required \$ "Waived" reg. within 5 days Discount given © (if needed,per 30 min. set) TOTAL DUE: on April 1st, "\$395"
* Please make checks/money orders payable to: *JAY LAWSON Mail to: 6050 Hayter Avenue, Lakewood, CA 90712
Daytime Outdoor Events Require SHADED or COVERED area for band: Client please initial:
"Parking fees" validated by Client? YesNo
If Overtime is required, all fees must be PAID on day of event : Client please initial here
Band Attire: Tropical Shirts & Tan or Black Slacks
Is Band welcome to enjoy meals/refreshments?: (n/a for this event)
Comments: "Spring Festival Performance" for students, Campus performance
outdoor set up on Quad any questions,ask: Mr. Greendale
*A deposit & "this signed contract" are required to book your event, unless other arrangements have been made. Final payment is due on the day of the performance. All deposits are non-refundable and returned checks are subject to a \$30 service charge. The entertainers will not be held responsible for the performance starting later than contractually scheduled if the delay is due to some factor controllable by the Client. No reduction in pay will result from such a delay! Cancelled events "lose all deposits" paid and re-booking the band for a new date & time require a new event contract and deposit. <i>The band cannot play in the rain</i> , please have an alternate plan for set-up. Breaks will be 15 mins. after every 45 min. of music played. Daytime/Outdoor events require shade.
February 3 rd , 2015 x TODAY'S DATE CLIENT'S NAME (Print)
Jay C. Lawson Client Signature

Board Meeting

TITLE: Approval of Memorandum of Understanding with Imagine Learning

for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the memorandum of understanding with Imagine Learning for the 2014-15 school year.

RATIONALE:

The Imagine Learning will conduct a study to analyze the academic impact on students in grades K-5. The study will focus on analyzing student achievement data from multiple sources: Imagine Learning, Northwest Evaluation Association Map (NWEA), Dynamic Indicator of Early Literacy Skills (DIBELS), writing assessments proficiency testing and qualitative data on how the program is being implemented in the District. The study will use data from the 2013-15 school years.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the memorandum of understanding with Imagine Learning for the 2014-15 school year.



Memorandum of Understanding to Participate

This agreement between Santa Ana Unified School District ("District") and Imagine Learning is for the purpose of conducting a study to analyze the academic impact Imagine Learning software has on students in grades K-5. The specific study parameters are attached as Appendix A. The study will use the data from the 2013-2014 and 2014-2015 schools years as needed for the analysis.

In agreeing to participate in this study the District agrees to do the following:

- Allow Imagine Learning reasonable access to the school, employees and classrooms for the
 purpose of conducting classroom observations, interviews and/or administering surveys.
 Interviews, observations and surveys will only be conducted with prior teacher permission
 consistent with the District's collective bargaining agreement. Every attempt will be made to
 minimize any interruption of the instructional program
- Provide reasonable release time as needed and mutually agreed to by both the District and Imagine Learning for meetings, observations and/or interviews. All release time will receive prior authorization from the District.
- Provide student demographic data that includes, but is not limited to:
 - Student identification number
 - Grade level, teacher, school
 - Language proficiency level
 - Other data as may be needed and mutually agreed to

Imagine Learning is providing a FERPA agreement to the District to ensure that the data is kept in the strictest confidentiality and that no individual student or employee is personally identifiable in any report or publishable document. That document is included as Appendix B. Additionally all data will either be personally de-identified or destroyed after the completion of the study.

- Provide student achievement data that includes, but not limited to:
 - NWEA MAP reading achievement test
 - DIBELS, all sub-tests
 - Writing assessments
 - Extended Response assessments
 - Other data as may be made available by the District
- Allow Imagine Learning to monitor and study student usage and teacher involvement with Imagine Learning throughout the period of the study by conducting interviews and administering surveys with teacher administrators.



Imagine Learning agrees to do the following:

 Provide the research team that will provide a report that summarizes the findings from the analysis of the quantitative and qualitative data collected for this study not later than April 30, 2015.

By mutual agreement additional services, analysis and data collection may be added to this agreement by mutual agreement.

Because the District will be providing student information to Imagine Learning at requested intervals, Imagine Learning will provide the District with data use statement consistent the Family Education Rights and Privacy Act (FERPA) that will ensure the confidentiality of any data provided.

This agreement includes all representations and agreements between the District and Imagine Learning.

Agreed to this 25th day of February 2015.

Michelle Rodriguez, Ed.D. Assistant Superintendent - Teaching and Learning Chief Academic Officer

Santa Ana Unified School District

Imagine Learning, Inc.



Addendum A – Scope

The scope of this agreement includes the following focus, description, parameters and specific requirements of both the District and Imagine Learning:

Project Title: Impact of Imagine Learning on students' academic performance in the

District

Project Focus: The study will focus on analyzing student achievement data from multiple

sources (Imagine Learning, NWEA MAP, DIBELS, writing proficiency testing) and qualitative data on how the program is being implemented in the

District.

Outcomes: The study will provide an analysis of the data described above using

variables such as hours of use, frequency of use, grade levels, school level implementation strategies, and English proficiency level. Other variables

may also be appropriate and added by mutual agreement.

Data Exchange: The district will determine when and how academic data is transferred to

Imagine Learning to ensure confidentiality. Imagine Learning is capable of many different types of transfer and can accommodate the requirements of

the District.

Timeline: The project timeline will be dependent on such variables as approval of the

project, data transfer and timelines for site visitations by the Imagine

Learning team.

March 13, 2015: Finalize tests and data to be transferred from the

District to Imagine Learning and how that transfer will

be accomplished.

March 20, 2015 Schedule school visits and interviews with student,

teachers and administrators

March 27, 2015: Receive District board approval. District transfers

data to Imagine Learning.

April 1-15, 2015: Conduct site visits and interviews in the District

May 15-29, 2015: Draft report shared for comment May 29, 2015: Final report submitted to the District

Project Manager:

District: Michelle Rodriguez, Assistant Superintendent

Imagine Learning: Marc Liebman, Chief Academic Officer

Nari Carter, Educational Researcher



APPENDIX B – DATA USE STATEMENT/FERPA AGREEMENT

The Family Education Rights and Privacy Act (FERPA) allows for independent research to be conducted for the benefit of educational institutions, and specifies the conditions for the use of student data. FERPA requires the independent research organization to agree to these conditions in writing. Imagine Learning complies with those requirements and agrees to only use personally identifiable educational records and information received from the Santa Ana Unified School District ("District") to meet the purposes of the study as stated in this agreement.

Purpose of the Study

The purpose of the study is to collect data that can be used to analyze student performance, achievement and usage for students using Imagine Learning with similar students who did not. The data and variables used in the study have been described in the Memorandum of Understanding (MOU). Other achievement data and qualitative data collected from mutually agreed to surveys and interviews with teachers and administrators may also be included.

The outcome of that correlation will be used to both assess the impact of using Imagine Learning on students in the Santa Ana Unified School District on reading achievement and literacy and to inform the curriculum and instruction decisions for the school, district and Imagine Learning.

Scope

The study will focus on correlating student achievement scores of matched students who have taken the NWEA MAP, Dibels, district writing assessments and Imagine Learning growth data and/or other assessments mutually agreed to by the District and Imagine Learning. That data will be collected for the 2013-2014 and 2014-2015 school years.

Duration

The study will be limited to the data collected for the 2013-14 and 2014-2015 school years.

Information Requested

General information about students involved in the study will be limited to that data necessary to complete the study and will only be collected on an individual basis for those students identified as participants. Information collected will be limited to the data described in the MOU executed between the District and Imagine Learning. Other data may be added during the study by mutual agreed and reduced to writing and attached to the MOU.

This study will be conducted in a manner that does not permit personal identification of students or school/district staff by anyone other than Imagine Learning staff assigned to this research project. Imagine Learning will destroy or return to the District, at the District's option, any data that could be associated with any individual when the information is no longer needed for the purposes for which the study is being conducted. With the approval of the District, data that has removed all personally identifiable information may be retained by Imagine Learning for internal program improvement.

Marc B. Liebman, Ph.D. Chief Academic Officer February 10, 2015

Board Meeting

TITLE: Ratification of Approval of Agreement between Padres Unidos and

Garfield Elementary School for 2014-15 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification to approve the agreement with Padres Unidos and Garfield Elementary School for the 2014-15 school year. This agreement was originally thought to be included in the agenda item approved for Franklin, Fremont, Heninger, Hoover, King, Lowell, Martin, Pio Pico, Remington, Roosevelt, and Walker elementary schools on September 9, 2014.

RATIONALE:

Padres Unidos will provide 12 weeks of parent trainings throughout the school year, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.

FUNDING:

Title I: \$5,300

RECOMMENDATION:

Ratify the approval of the agreement with Padres Unidos and Garfield Elementary School for the 2014-15 school year.



Garfield Elementary School and Padres Unidos 2014/2015

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2014-2015, and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Garfield Elementary School:

I. Costs and Funding

The cost to Garfield/SAUSD of the program described below will be \$5,300. The cost corresponds to the school size and services rendered stipulated in the MOU for two enhancement programs. 12 week parent support Educational Module that will cost \$2,650 for each one. The selected enhancement program will consist of the following components

II. Services/Program Description

Parents 12 Weeks of Parent Education Modules

- A. Padres Unidos will provide twelve weeks beginning and intermediate parent training sessions. Program available only during morning. This module increase parenting knowledge and skills that creates and sustains a parent culture that supports teaching excellence.
- B. "Structured Play with Learning Purposes" Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments as needed that will enable parents to participate in our program.

III. Targeted population:

- A. Parents that attend the Parent Engagement component
- B. "Structure Playing with Learning Purposes" Quality child care for program attending parents

	PADRES UNIDOS 2014-2015				
	School	Total Cost to School	Module		
1	Franklin	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child CareStructured Play with Learning Purposes >Community Worker Support		
2	Fremont	\$22,200	Basic Program + Two Enhancements >Parents as Teachers/School Readiness >Child CareStructured Play with Learning Purposes >Community Worker Support >Second day Community Worker > Second day of School Readiness/Early Literacy		
3	Garfield	\$5,300	Two Program Enhancements >Two 12 Week of Parent Support Educational Modules		
4	Glenn Martin	\$19,650	Basic Program + Enhancement added >Parents as Teachers/School Readiness >Child-CareStructured Play with Learning Purposes >Community Worker Support > 12 week transition Parent Support		
5	Henninger	\$25,200	Basic Program + Two Enhancement >Parents as Teachers/School Readiness >Child-Care Structured Play with Learning Purposes >Community Worker Support >Second day Community Worker >12 week transition Parent Support		
6	Hoover	\$13,500	Basic Program >Parents as Teachers/4th and 5th >Child Care Structured Play with Learning Purposes >Community Worker Support		
7	King	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child CareStructured Play with Learning Purposes >Community Worker Support		
			Danis Dung gunga		
8	Lowell	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child CareStructured Play with Learning Purposes >Community Worker Support Basic Program		

	School	Total Cost to School	Module
9	Pio Pico	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child-CareStructured Play with Learning Purposes >Community Worker Support
			- community Worker Support
10	Remington	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child-CareStructured Play with Learning Purposes >Community Worker Support
11	Roosevelt	\$4,650	Two Program Enhancements > 12 Week of Parent Support >One day Community Worker support
12	Walker	\$5,000	Basic Program >Parents as Teachers/4th and 5th >Child-Care Structured Play with Learning Purposes >Community Worker Support
13	Washington	\$10,000	Basic Program >Parents as Teachers/School Readiness >Child-CareStructured Play with Learning Purposes >Community Worker Support
		\$155,500	

Board Meeting

TITLE: Adoption of Current K-5 Curriculum for Physical Education Course

of Study

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Nadia Hillman, Ed.D., Executive Director, Elementary Curriculum

and Instruction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of the current K-5 curriculum for Physical Education Course of study in accordance with Board Policy and Administrative Regulation 6142.7 – Physical Education and Activity.

RATIONALE:

The implementation of Coordinated Approach To Child Health (CATCH) in the area of physical education will introduce students to a course of study for grades 1 through 6 to include instruction in physical education for at least 200 minutes each 10 school days, exclusive of recesses and the lunch period. The implementation of CATCH in the elementary schools satisfies this requirement for a physical education course of study.

CATCH is a program for bringing schools, communities, and families together to work toward creating a healthy school environment. The four components of CATCH are Physical Education, Nutrition, Classroom Health Activities, and Family Activities.

CATCH Physical Education Course was found to be in alignment with the Physical Education Model Content Standards for California Public Schools. The standards are aligned to each CATCH activities that are categorized as Warm-up/Cool-down, Go Fitness, and Go Activity. Activities and games focus on skill development, knowledge of movement, and the knowledge of the psychological and sociological aspects of physical activity.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt the Current K-5 Curriculum for Physical Education Course of Study.

GO ACTIVITY Throwing & Catching Activities



NAME OF ACTIVITY: Beanbag Tag

EQUIPMENT: 1 beanbag (various colors) per student, boundaries

SKILL THEME(5): chasing, fleeing, balancing, tossing, and catching

MOVEMENT CONCEPT(5): spatial awareness (location, directions); relationships (with people)

ORGANIZATION:

1. Students scattered in area, each with a beanbag.

2. Designate 4-6 "Its" (using specific beanbag colors or patterns).

DESCRIPTION:

1. Students begin with a beanbag balanced on their shoulder.

2. On signal, the "Its" try to tag others.

3. If the beanbag drops, or if tagged, the student must complete re-entry task.

4. Tags count only if the tagger's beanbag is on his/her shoulder.

TEACHING SUGGESTIONS:

1. Re-entry task: "Toss and catch to self five times," or "Walk one time around boundaries with beanbag on shoulder."

NOW TRY THIS:

- 1. All students are "It" and try to tag each other.
- 2. "Its" try to remove beanbag from others' shoulder.

CA. Physical Education Standards

Grade K: 1.1, 1.2, 2.3, 5.4

Grade 1: 1.5, 2.2, 5.2

Grade 2: 1.1, 5.2

GO FITNESS Cardiovascular Efficiency

Aerobic Games



NAME OF ACTIVITY: Fitness Tag

EQUIPMENT: 4 different colored soft objects for every 25 students (foam balls, beanbags, scarves, pinnies), cones to designate activity area

FITNESS COMPONENT(S): cardiovascular efficiency, muscular strength, flexibility

SKILL THEME(S): traveling, chasing, fleeing & dodging

ORGANIZATION:

1. Students are scattered in a designated activity area.

2. Identify 4 of every 25 students to be "Its," each with a different colored soft object.

3. Assign a fitness component/exercise to go with each color (i.e., red object—10 push-ups, blue—jog in place for 10 counts, green—stretch for 10 counts, yellow-10 jumping jacks).

DESCRIPTION:

1. On signal, students move (skip, jog, or gallop) around the activity area.

2. "Its" try to tag others. All tagging objects should be held and NOT thrown.

- 3. When students are tagged, they first note the color of the object they were tagged with, and then move to the perimeter of the activity area to perform the corresponding fitness component/exercise.
- 4. Upon completion of the assigned exercise task, tagged students rejoin the game.

TEACHING SUGGESTIONS:

- 1. Encourage students to move with "body control" (e.g., "Stay on your feet." "Eyes up." "Don't bump into others.").
- 2. To help students remember the corresponding color exercise, ask "Its" to say their assigned exercise out loud when they tag a student.
- 3. Change "Its" every 2-3 minutes.

NOW TRY THIS:

1. Designate tagging colors to correspond with fitness components (red—muscular strength, blue—cardiovascular efficiency, yellow—flexibility, green—student choice). Challenge students when tagged to think of and perform an exercise of their choice which corresponds to the respective fitness component.

CA. Physical Education Standards

Grade 3: 1.1, 3.7, 5.5

Grade 4: 3.7, 5.6

Grade 5: 3.7

WARM-UP & COOL-DOWN



NAME OF ACTIVITY: High 5 in the Middle

EQUIPMENT: none

FITNESS COMPONENT(S): cardiovascular efficiency

SKILL THEME(S): traveling

ORGANIZATION:

1. Students work in pairs.

2. Designate two parallel lines 15-20 yards apart.

3. Partners stand on separate lines facing one another.

DESCRIPTION:

- 1. On signal, students walk to the middle, give their partner a "High 5," and return home to their respective line.
- 2. Designate a second task, i.e., "Low 5." Partners walk to the middle, perform the first task (High 5), and then the second task (Low 5) and return home.
- 3. Add a task each subsequent round of play. Sample tasks include: right/left hand high 5, right/left hand low 5, high/low 10, behind the back 5, right/left foot 5, right/left elbow, right/left/both knee(s), etc.

TEACHING SUGGESTIONS:

- 1. Acknowledge safe traveling and completing the task(s) correctly. Discourage racing.
- 2. Change partners often.

NOW TRY THIS:

- 1. Change the locomotor movement used to meet partners in the middle.
- 2. Designate pathways that must be traveled to meet partners, i.e., "Skip a curved/zig-zag pathway to the middle and give your partner a High 5."
- 3. Challenge students to create their own tasks and sequences.
- 4. BASKETBALL, SOCCER, FLOOR HOCKEY, TENNIS, VOLLEYBALL: students move to the middle performing a skill specific to the respective piece of sport equipment (Basketball/Soccer—hand/foot dribble. Floor Hockey—stick handle puck, tennis ball, or yarn ball. Tennis—paddle "downs" or "ups." Volleyball—walk, toss, & set/forearm pass).

CA. Physical Education Standards

Grade 3: 3.1, 4.3 Grade 4: 3.1, 4.7 Grade 5: 3.1, 4.5

Board Meeting

TITLE: Approval/Ratification of Listing of Agreements/Contracts with Santa

Ana Unified School District and Various Consultants Submitted for

Period of February 11, 2015 through February 23, 2015

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

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 February 10, 2015 through February 24, 2015.

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 February 10, 2015 through February 24, 2015.

MR:ez

2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES Submitting Division: Educational Services March 10, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL	FUNDING	MAXIMUM
				RENEWAL	SOURCE	NOT TO EXCEED
1.	United States Air Force Band of the Golden West	Monte Vista and Sepulveda Elementary Schools: Will perform concerts for students at Monte Vista and Sepulveda Elementary schools as a culminating activity for a Reading/Literacy Campaign and to support PBIS school wide rules of Respect, Responsibility, and Safety.	March 17, 2015		No Cost to the District	N/A

United States Air Force Band of the Golden West

BILLITY

ROCK | POP | R&B | COUNTRY















www.bandofthegoldenwest.af.mil

REQUEST FOR ARMED FORCES PARTICIPATION IN PUBLIC EVENTS (NON-AVIATION)

OMB No. 0704-0290 OMB approval expires Aug 31, 2013

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other espect of this collection of information, including suppositions for reducing the burden, to the Department of Delenia-. Washington Feedquarters Services, Escutive Services Directorate, information Management Division, 1155 Defense. Pentagon, Washington, DC 20301-1155 (0704-0290), Respondents should be evere that notwithstanding any other provision of law, no person shall be subject to any penalty for falling to comply with TO THE APPROPRIATE ADDRESS ON THE SACK OF THIS FORM.

ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS. PURPOSE: This form is used to request all Armed Forces MUSICAL UNIT, TROOP, COLOR/HONOR GUARD, and/or EXHIBIT/EQUIPMENT participation in public events. The information is required to evaluate the event for appropriateness and compliance with OoD policies and for coordination with the units involved. Please complete all sections. SECTION I - EVENT DATA 1. SPECIFIC REQUIREMENT (i.e., Band, Marching Unit, Color Guard, Tank, etc.) 2. DATE OF EVENT 3. TIME OF EVENT Bands (YYYYMMOO) a. FROM: 8:30 20150317 b. TO: 2:15 4. TITLE OF EVENT (Website, if applicable) 5. EXPECTED ATTENDANCE Mobility 300 6. SITE OF EVENT (i.e., Park, Auditorium, etc.) (NOTE: This site must be 7. ADDRESS OF EVENT (Street, City, State, ZIP Code) accessible to and usable by persons with disabilities ! 2116 Monta Vista Ave Monte Vista Elementary School Santa Ana, CA 92704 8. PROGRAM (Describe program theme and objective, audience size and civic 9. HAVE OTHER ARMED FORCES UNITS BEEN REQUESTED TO SUPPORT makeup, and the purpose of Armed Forces participation.) THIS EVENT? (If so, specify) Program Theme: Concert will be used to motivate reading and literacy skills. 10. IS THERE ANY CHARGE? (Le, admission, parking etc. If so, specify) 11. IS THIS EVENT BEING USED TO RAISE FUNDS FOR ANY PURPOSE? No (If so, specify how funds will be distributed.) No 12. WILL ADMISSION, SEATING, AND ALL OTHER ACCOMMODATIONS AND FACILITIES CONNECTED WITH THIS EVENT BE AVAILABLE TO YES NO ALL PERSONS WITHOUT REGARD TO RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN? (X appropriate box) X SECTION II - SPONSORING ORGANIZATION DATA 13. NAME OF SPONSORING ORGANIZATION Monte Vista Elementary School (X appropriate box for each item.) YES NO 14. IS THE SPONSORING ORGANIZATION A CIVIC ORGANIZATION? X 15. DOES THE EVENT HAVE THE OFFICIAL BACKING OF THE LOCAL GOVERNMENT? X 16. DOES THE SPONSORING ORGANIZATION EXCLUDE ANY PERSON FROM ITS MEMBERSHIP OR PRACTICE ANY FORM OF X DISCRIMINATION IN ITS FUNCTIONS BASED ON RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN? 17. SPONSOR'S REPRESENTATIVE (Please PRINT all contact information.) a. NAME b. ADDRESS (Street, City, State, ZIP Code) Principal Meg Greene 2116 Monta Vista Ave c. PRIMARY TELEPHONE NO. d. ALTERNATE TELEPHONE Santa Ana, CA 92704 (Include area code) NUMBER e. FAX NUMBER (Incl. area code) I. E-MAIL ADDRESS 714 564-8500 949 233-4145 meg.greene@sausd.us SECTION III - SPONSORING ORGANIZATION SUPPORT DATA Event sponsors must agree to fund certain military expenses when the requested military resources are not local to the geographic area of the event. See paragraph 3 of the Instructions on the back of this form. (X appropriate box for each item.) YES NO is. Does the sponsor agree to fund the standard Military Services allowance for meals, quarters, and incidental expenses for Armed Forces X participants? 19. Does the sponsor agree to fund transportation, meals, and hotel accommodations for unit representatives to visit the site prior to the event? X 20. Does the sponsor agree to fund transportation costs from home station to the event and return for Armed Forces participants? X 21. Does the sponsor agree to fund transportation costs for Armed Forces participants between the site of the event and the hotel? X 22. Does the sponsor agree to provide telephone facilities for necessary official communications at the site of the event? **SECTION IV - CERTIFICATION** 23. I am acting on behalf of the sponsoring organization and certify that the information provided above is complete and accurate to the best of my knowledge. I understand that representatives from the military services will contact me to discuss arrangements and costs involved prior to final commitments, or to inform me of their inability to support this event. I also understand that operational commitments must take priority and can preclude a scheduled appearance at an approved public activity. a. SIGNATURE OF SPONSOR'S REPRESENTATIVE b. DATE SIGNED (YYYYMMDD) c. PRINT NAME AND TITLE Submitted through Principal Meg Greene 20150205 https://www.outreachrequests.hq.af.mil

INSTRUCTIONS

- This form is used to request Armed Forces musical unit, personnel, color/ honor guard and/or exhibit/equipment participation in public events. The requested information is required to evaluate the event. Please complete all sections.
- 2. Armed Forces musical units are organized for caremonial and traditional purposes and to support recruiting activities. However, they may be authorized to provide certain specified presentations, such as patriotic caremonies, for public programs. Armed Forces musical organizations are not permitted to provide entertainment, background, dinner, dance or other social music at public or private events in competition with the customary or regular employment of local civilian musicians. Limited resources permit only one band and/or choir to perform at an event, and the Military Services reserve the right to cancel support to sponsors who have scheduled more than one such military unit.
- 3. Department of Defense policies require that Armed Forces participation in public events will be provided at no additional cost to the Government. The sponsor is required to pay, when necessary, the standard Military Services allowance for quarters and meals for all Armed Forces participants and for other services which have been determined in advance by the Military Services and agreed to by the sponsor. Transportation and meal costs are not usually incurred when support is provided from a local military installation. However, circumstances may dictate that reimbursement for any or all of these costs may be necessary. All costs are binding after a unit, personnel, or exhibit has arrived at an event site, even though weather conditions or other unforeseen circumstances force the event to be cancelled.
- 4. This form should be submitted to the appropriate Military Service (listed in right hand column) not less than 30 nor more than 90 days in advance of a scheduled program. Please realize that all Armed Forces units have specific military missions and training requirements. Participation in public programs will only be authorized when such support is in the best interests of the Department of Defense and the Military Services and does not interfere with mission or training programs. In all cases, operational commitments must take priority and can cause previously scheduled appearances to be cancelled.
- 5. Additional forms may be obtained on the Internet at http://www.dtic.mii/whs/directives/informqVforms/ddforms2500-2999.htm. For legibility, event sponsors are highly encouraged to fill out applicable information on-line prior to printing out form. Submit forms through the nearest military installation public affairs offices, or from any of the military public affairs offices listed to the right. If you have questions regarding information required on this form, please call the Directorate for Programs and Community Relations between 8 30 a.m. and 5:00 p.m. Eastern Time, Monday through Friday (703) 695-2113.

MAIL COMPLETED REQUEST FORM TO:

The Commander of the Military Installation closest to the event; OR to the appropriate Military Service listed below:

ARMY-

Community Relations Division HQDA, Office of the Chief, Public Affairs 1500 Amy Pentagon, Room 1D470 Washington, DC 20310-1500 aodcomrel2@hqda.army.mil (e-mail) (703) 614-3354 (fax) www.army.mil/comrel

MARINE CORPS:

Requests for Marine Corps assets must be submitted online at
www.usmc.mil/community
(703) 514-1034 (voice)

NAVY

Navy Office of Community Outreach 5722 Integrity Drive, Bidg 456-3 Millington, TN 38054 (901) 874-5804 (Voice) (901) 874-5813 (Fax) www.navy.mil/navco

AIR FORCE:

Office of the Secretary of the Air Force
Office of Public Affairs (SAF/PA)
1690 Air Force Pentagon
Washington, DC 20330
(703) 695-9664 (Volce)
(703) 693-9601 (Fax)
www.afoutresch.af.mil
Submit band requests online at
www.outreschrequests.hq.af.mil

NATIONAL GUARD BUREAU:

Submit requests to the State National Guard Public Affairs office in the state where the event will take place. Contact information for State Public Affairs Offices is available online at www.ng.mit/leatures/comret.

SPONSOR: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.

24. REMARKS (Use this area to continue any items if necessary. Reference by section and item number.)

REQUEST FOR ARMED FORCES PARTICIPATION IN PUBLIC EVENTS (NON-AVIATION)

OMB No. 0704-0290 OMB approval expires Aug 31, 2013

The public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Delenae. Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0704-0290), Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of Information if it does not display a currently valid OMS control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION, RETURN COMPLETED FORM TO THE APPROPRIATE ADDRESS ON THE BACK OF THIS FORM.

ALL DATA WILL BE HANDLED ON A "FOR OFFICIAL USE ONLY" BASIS.

PURPOSE: This form is used to request all Armed Forces MUSICAL UNIT, TROOP, COLOR/HONOR GUARD, and/or EXHIBIT/EQUIPMENT participation in public events. The information is required to evaluate the event for appropriateness and compliance with DoD policies and for coordination with the units involved. Please complete all sections.

coordination with the units inv	olved. Please complete all se	ctions.					
		SECTION I -	EVENT DATA				
1. SPECIFIC REQUIREMENT (i.	e., Band, Marching Unit, Color Gui	ard, Tank, etc.)		2. DATE OF EVENT	3. TIME O	EVENT	
Bands		(YYYYMMDD)	a. FROM:	8:00 a.	m		
20150318 р. то:			b. TO:	2:30 p.	m		
4. TITLE OF EVENT (Website, if	applicable)			5. EXPECTED ATTEN			
Sepulveda Elementary Sc	hool			500			
6. SITE OF EVENT (i.e., Park, At	uditorium, etc.) (NOTE: This site n	rust be	7. ADDRESS OF E	EVENT (Street, City, State, ZIP Co	ode)		
accessible to and usable by pe	ersons with disabilities.)		1801 Poplar				
Sepulveda Elementary Sc			Santa Ana, CA 92704				
	n theme and objective, audience si	ze and civic		ARMED FORCES UNITS BEEN F	EQUESTED .	ro supp	ORT
makeup, and the purpose of A Elementary School Assembl			THIS EVENT?	If so, specify.)			
Elementary School Assembl	y		140				
10. IS THERE ANY CHARGE? (i	e., admission, parking, etc. If so, s	specify.)	11. IS THIS EVENT	BEING USED TO RAISE FUND	S FOR ANY P	URPOSE	?
No				w funds will be distributed.)			
			No				
12. WILL ADMISSION, SEATING	, AND ALL OTHER ACCOMMODA	ATIONS AND FA	CILITIES CONNECT	ED WITH THIS EVENT BE AVAIL	LABLE TO	YES	NO
ALL PERSONS WITHOUT RE	GARD TO RACE, CREED, COLO	R, SEX OR NATI	IONAL ORIGIN? (X &	appropriate box)	ĺ	×	THE
	SECTION I	I - SPONSORIN	NG ORGANIZATIO	ON DATA			
13. NAME OF SPONSORING OR	GANIZATION						
Santa Ana Unified Schoo	l District						
	(X approp	riate box for ea	ch item.)			YES	NO
14. IS THE SPONSORING ORGANIZATION A CIVIC ORGANIZATION?				X			
15. DOES THE EVENT HAVE THE OFFICIAL BACKING OF THE LOCAL GOVERNMENT?					X		
16. DOES THE SPONSORING ORGANIZATION EXCLUDE ANY PERSON FROM ITS MEMBERSHIP OR PRACTICE ANY FORM OF DISCRIMINATION IN ITS FUNCTIONS BASED ON RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN?				x			
17. SPONSOR'S REPRESENTAT	ΠVE (Please PRINT all contact info	ormation.)					
a. NAME		b. ADDRESS (Street, City, State, ZII	P Code)	-3-	-	
Principal Jessica Banda		1801 Poplar					
c. PRIMARY TELEPHONE NO.	d. ALTERNATE TELEPHONE	Santa Ana, Ca	A 92704				
(Include area code)	NUMBER	e. FAX NUMBE	R (Incl. area code)	f. E-MAIL ADDRESS	.		
7144336500	714 4336500		4336599	jessica.banda@sausd.us			
	SECTION III - SP	ONSORING OF	RGANIZATION SU	JPPORT DATA			
Event sponsors must agree	e to fund certain military expen				eographic a	rea of th	е
event. See paragraph 3 of the Instructions on the back of this form. (X appropriate box for each item.)			YES	NO			
18. Does the sponsor agree to fund the standard Military Services allowance for meals, quarters, and incidental expenses for Armed Forces participants?				x			
19. Does the sponsor agree to fu	nd transportation made and he	tel accommodat	tions for unit ranges	antatives to visit the site prior t	o the avent?		X
· -	• • •			·· · · · · · · · · · · · · · · · · · ·	O THE BABILLY		x
20. Does the sponsor agree to fund transportation costs from home station to the event and return for Armed Forces participants? 21. Does the sponsor agree to fund transportation costs for Armed Forces participants between the site of the event and the hotel?				X			
22. Does the sponsor agree to provide telephone facilities for necessary official communications at the site of the event?			×	<u> </u>			
22. Does the sponsor agree to pr	`	<u> </u>	ERTIFICATION	nie alte Oi uie eventi			
23. I am acting on behalf of th knowledge. I understand that commitments, or to inform me preclude a scheduled appeara	e sponsoring organization and representatives from the milita of their inability to support this	certify that the ary services will sevent. I also t	information provid- contact me to disc	cuss arrangements and costs	involved prid	r to fina	ny I
a. SIGNATURE OF SPONSOR'S		b. DATE SIGNED (YYYYMMDD) c. PRINT NAME AND TITLE			· -		
Submitted through				Principal Jessica Banda			
https://www.outreachreque	ests.hq.af.mil	201	50205				
						•	

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MAIL COMPLETED REQUEST FORM TO:

The Commander of the Military Installation closest to the event; OR to the appropriate Military Service listed below:

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Community Relations Division HQDA, Office of the Chief, Public Affairs 1500 Army Pentagon, Room 1D470 Washington, DC 20310-1500 aodcomrel2@hqda.army.mil (e-mail) (703) 614-3354 (fax) www.army.mil/comrel

MARINE CORPS:

Requests for Marine Corps assets must be submitted online at www.usmc.mil/community (703) 614-1034 (voice)

NAVY:

Navy Office of Community Outreach 5722 Integrity Drive, Bldg 456-3 Millington, TN 38054 (901) 874-5804 (Voice) (901) 874-5813 (Fax) www.navy.mil/navco

AIR FORCE:

Office of the Secretary of the Air Force
Office of Public Affairs (SAF/PA)
1690 Air Force Pentagon
Washington, DC-20330
(703) 695-9664 (Voice)
(703) 693-9601 (Fax)
www.afoutreach.af.mit
Submit band requests online at
www.outreachrequests.hq.af.mit

NATIONAL GUARD BUREAU:

Submit requests to the State National Guard Public Affairs office in the state where the event will take place. Contact information for State Public Affairs Offices is available online at www.ng.mil/features/comrel.

SPONSOR: PLEASE RETAIN A COPY OF THIS FORM FOR FUTURE REFERENCE.

24. REMARKS (Use this area to continue any items if necessary. Reference by section and item number.)
Our school personnel are very excited to host this event.

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: March 10, 2015

	Student Name	School/Grade	<u>Charges</u>	Recomm. Options	<u>Placement</u>	<u>Date Eligible</u> to Reapply
1	313875	Santa Ana/11	С	2A	County	03/10/16
2	315645	Santa Ana/11	С	2A	Community Day HS	03/10/16

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

- (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
- 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

- (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 purposed 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)

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 \$17,253

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: March 10, 2015

Student ID#	Amount	Master Contract and Individual Service
		Agreement for Nonpublic School/Agency
428062	\$17,253	Approach Learning and Assessment Center,
		Inc. (formerly Therapeutic Education
		Centers)

Board Meeting

TITLE: Approval of Consultant Agreement for Training in New

Reclassification Procedures 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 the consultant agreement for Jarice Butterfield to provide a training in new reclassification procedures for students with disabilities on April 1, 2015.

RATIONALE:

The California Department of education has revised procedures to allow IEP teams discretion to reclassify special education students under certain conditions. The purpose of this training is to provide special education staff with detailed information on the protocol for this revised reclassification. Dr. Butterfield has worked extensively with the California Department of Education on these revised procedures and is the singular expert on this process. Because of our high number of English Learners in special education, this is an important training for staff.

FUNDING:

Mental Health: \$750

RECOMMENDATION:

Approve the consultant agreement for Jarice Butterfield to provide a training in new reclassification procedures for students with disabilities on April 1, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and Jarice Butterfield 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: Consultant will provide a training to special education staff on new reclassification procedures for students with disabilities.
- Term. CONSULTANT shall commence providing services under this AGREEMENT on April 1, 2015 and will diligently perform as required and complete performance by June 30, 2015.
- 3. <u>Compensation</u>. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed
- \$ 750.00 and per attached fee schedule.

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

- 4. <u>Expenses</u>. 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: **travel and mileage**
- 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:
 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. <u>Hold Harmless</u>: 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. <u>Insurance</u>. 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. <u>Assignment</u>. 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. <u>Permits/Licenses</u>. 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. <u>Affirmative Action Employment/Nondiscrimination</u>. 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: CONSULTANT:
Santa Ana Unified School District Jarice Butterfield

1601 East Chestnut Avenue 340 Alisal Rd. #314

Santa Ana, CA 92701-6322 Solvang, CA 93464

20. <u>Severability</u>. 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. <u>Governing Law</u>. 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 1st Day of April 2015.

DISTRICT:	CONSULTANT:		
By: Signature	By: Signature 2-19-15		
Stefanie P. Phillips, Ed.D.	Jarice Butterfield		
Printed Name	Printed Name		
Deputy Superintendent, Operations, CBO	Santa Barbara County SELPA		
Title	Title		
March 10, 2015			
Board Approval Date	Social Security or Taxpayer Identification		
FEE SCHEDULE:			
The District shall pay the Consultant for actu hourly basis as shown below:	al services rendered. Services shall be billed on an		
Rate:	\$ 600.00		

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Consultant Agreement for Mental Health Counseling

Services 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 the consultant agreement for Licensed Clinical Social Worker, De Vida Bell, for the period of March 11, 2015 through June 30, 2015.

RATIONALE:

Consultant will provide special education related mental health and counseling services aligned to student IEPs in order to make progress on behavior and social emotional learning goals and to create safe and welcoming learning environments where students attend and are connected to their schools.

De Vida Bell is replacing James Loesch, and will be servicing Villa, MacArthur, Century and Segerstrom. De Vida will provide services for 36 hours weekly to approximately 25-30 students per week.

FUNDING:

Mental Health: \$29,160

RECOMMENDATION:

Approve the consultant agreement for Licensed Clinical Social Worker, De Vida Bell for the period of March 11, 2015 through June 30, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **De Vida Bell** 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 mental health counseling for students.
- 2. <u>Term.</u> CONSULTANT shall commence providing services under this AGREEMENT on March 11, 2015 and will diligently perform as required and complete performance by June 30, 2015.
- Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed
 \$29,160 and per attached fee schedule.

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

- 4. <u>Expenses</u>. 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:
- 5. <u>Independent Contractor</u>. 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:

 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. <u>Copyright/Trademark/Patent</u>. 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. <u>Hold Harmless</u>: 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. <u>Insurance</u>. 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. <u>Assignment</u>. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
- 13. <u>Compliance with Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Affirmative Action Employment/Nondiscrimination</u>. 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:

<u>DISTRICT:</u> <u>CONSULTANT:</u>

Santa Ana Unified School District De Vida Bell

1601 East Chestnut Avenue 2913 El Camino Real, Suite 129

Santa Ana, CA 92701-6322 Tustin, CA 92782

20. <u>Severability</u>. 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 11th Day of March 2015.

DISTRICT:	CONSULTAN'Ţ:
By: Signature	By: Signature:
Stefanie P. Phillips, Ed.D.	De Vida Bell
Printed Name	Printed Name
Deputy Superintendent, Operations, CBO Title	Licensed Clinical Social Worker Title
March 10, 2015 Board Approval Date	47-3099463 Social Security or Taxpayer Identification
FEE SCHEDULE:	
The District shall pay the Consultant for a hourly basis as shown below:	ctual services rendered. Services shall be billed on an
Hourly	\$ 54.00
	\$
	\$

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Consultant Agreement for Mental Health Counseling

Services 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 the consultant agreement for Licensed Clinical Social Worker, Monica Sedberry, for the period of March 11, 2015 through June 30, 2015.

RATIONALE:

Consultant will provide special education related mental health and counseling services aligned to student IEPs in order to make progress on behavior and social emotional learning goals and to create safe and welcoming learning environments where students attend and are connected to their schools.

Monica Sedberry is replacing Christina Zandi, and will be servicing Santiago, Diamond, Kennedy and McFadden. Monica will provide services for 36 hours weekly to approximately 25-30 students per week.

FUNDING:

Mental Health: \$29,160

RECOMMENDATION:

Approve the consultant agreement for Licensed Clinical Social Worker, Monica Sedberry for the period of March 11, 2015 through June 30, 2015.

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and Monica Sedberry 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 mental health counseling for students.
- 2. <u>Term.</u> CONSULTANT shall commence providing services under this AGREEMENT on March 11, 2015 and will diligently perform as required and complete performance by June 30, 2015.
- 3. <u>Compensation</u>. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed \$29,160 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:
- 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:

 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. <u>Copyright/Trademark/Patent</u>. 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. <u>Hold Harmless</u>: 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

Monica Sedberry

1601 East Chestnut Avenue

1331 Camelot Dr.

Santa Ana, CA 92701-6322

Corona, CA 92882

20. <u>Severability</u>. 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 10th Day of March 2015.

DISTRICT:	CONSULTANT:
By: Signature	By: Signature
Stefanie P. Phillips, Ed.D.	Monica Sedberry
Printed Name	Printed Name
Deputy Superintendent, Operations, CBO	Licensed Clinical Social Worker
Title	Title
March 10, 2015	
Board Approval Date	Social Security or Taxpayer Identification
FEE SCHEDULE:	
The District shall pay the Consultant for a	ctual services rendered. Services shall be billed on an
hourly basis as shown below:	
Hourly	\$ 54.00
	\$
	\$
	\$

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Ratification of Memorandum of Understanding Increase with

California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids

Survey for 2013-14 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 ratification of a Memorandum of Understanding (MOU) Increase with the California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey (Cal-SCHLS) for the 2013-14 school year.

RATIONALE:

At its February 25, 2014 meeting, the Board approved the MOU with Cal-SCHLS in the amount of \$10,115.75, to provide support to the administration of the California Healthy Kids Survey (CHKS) and to outline conditions to be met by Cal-SCHLS and the District as they relate to the administration of the CHKS in Spring 2014. Students in grades 5, 7, 9, and 11 have participated in this survey with active parent consent. District staff participated in the School Climate Survey and parents were invited to participate in parent components of The CHKS in Spring 2014. The increased cost resulted in additional parent surveys for a total of \$11,752.70.

FUNDING:

Increase Amount: \$1,636.95

RECOMMENDATION:

Ratify the Memorandum of Understanding Increase with the California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for the 2013-14 school year.



MEMORANDUM OF UNDERSTANDING · 2013–2014 SCHOOL YEAR

DISTRICT NAME: SANTA ANA UNIFIED

This agreement outlines conditions to be met by the above named district and the California School Climate, Health, and Learning Survey System (Cal–SCHLS) Regional Center as they relate to the administration of the CHKS. The answer sheets will not be sent until a signed copy (or fax) of this Memorandum of Understanding (MOU) is received.

DISTRICT AGREES TO THE FOLLOWING CONDITIONS:

Survey Administration

- » **Grades and Schools.** Survey grades 5 through 12 as appropriate within the district. Please note: to receive the CDE subsidized price of 30 cents per enrollment number or target sample, the district must administer the Core Survey to grades 7 and 9 every two years.
- » **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above (model consent forms will be provided).
- » Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- » Coordination. Provide one, district-level contact person for each participating district.
- » Surveys. Administer the Elementary survey to elementary students, and the Core Module A.
- » Use only the most recent, current version of the survey and the answer sheet provided by the county office of education and/or WestEd.
- » Expectations to deliver reports within eight to twelve weeks are contingent on use of correct versions of the survey instrument and answer sheets or online survey system. CAL-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.

PAYMENT

- » For CDE subsidized surveys pay the 30 cents per student enrollment or target sample.
- » Postage and handling will be added to the total amount charged.
- » Additional fees apply for custom administrations and modules, answer sheet rush orders, school reports, data on disk, etc. The district or county organization is always responsible for these additional fees. Please see below for fees.
- » If invoiced, the district must provide a purchase order or check prior to receipt of report.

DATA SUBMISSION AND REPORT PREPARATION

If the following conditions are not met, there will be a delay in data processing and report generation.

- » Provide complete information on the transmittal envelopes or online survey completion form.
- » Complete and return the Report Order Form via email or hard copy.
- » Submit completed answer sheets to your Regional Center.

RESPONSE RATES

In order for the CHKS data to be representative of the students in your district, minimally meet standards A through C and either standard D or E as listed below.

- A. 100% of all district schools participated, or 100% of all selected schools participated in an approved sampling plan.
- B. An appropriate class subject or class period was identified and used.
- C. 100% of selected classrooms participated.
- D. The number of completed, usable answer forms or online submissions obtained per grade was 60% or more of the selected sample, or
- E. If active parental consent is used, 70% or more parents within each grade's selected sample returned signed permission forms, either consenting or not consenting to their child's participation.

If active consent is used and less than 60 percent of parents have not consented to their child's participation two days before the scheduled administration date, the survey should be postponed until either condition D or E can be met. Note: If less than 25 students take the survey in a specific grade, the district may not be eligible for a report in that grade.

SCHOOL CLIMATE SURVEY FOR STAFF

- » Conduct the online California School Climate Survey (CSCS) at each school participating in the district's CHKS. To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- » The survey must be anonymous and should be offered to all staff working with grades five through twelve, as well as by all staff involved in health, safety, and prevention. It may also be completed by other school staff at the district's discretion.
- » Staff participation is voluntary. Staff who do not wish to participate shall not be required to do so.
- » There are no additional fees for the basic administration of the CSCS. Additional fees will be charged for custom work.

OTHER MISCELLANEOUS CONDITIONS

- » Read the *Guidebook for the California Healthy Kids Survey, Part I: Administration*, paying special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks MUST be completed to insure that the rights of parents and pupils are protected.
- » Read the Guidebook for the California Healthy Kids Survey, Part III: School Climate Survey for Teachers and Other Staff.
- » Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- » Produce from the master copy the number of questionnaires needed.
- » Provide survey proctors (teachers or assigned proctors) for each classroom.
- » Have all surveyors (teachers or proctors) sign the Assurance of Confidentiality Agreement and read the Introductory Script to students. These are available on our website.

THE CAL-SCHLS REGIONAL CENTER AGREES TO THE FOLLOWING CONDITIONS:

- » Ongoing technical assistance including phone consultation on module selection, sampling, and parent consent strategies.
- » Master copy of elementary, middle & high school surveys (all modules), and access to the CSCS online system.
- » CHKS Guidebook available on the website: chks.wested.org.
- » Access to the Cal-SCHLS Website cal-schls.wested.org and Listserv.
- » For paper administrations: answer sheets, transmittal envelopes, and school–specific CSCS logins and passwords.
- » For online administrations: one login/password per school for the CHKS as well as school–specific CSCS logins and passwords.
- » Scanning services.
- » District–level reports.

CONFIDENTIALITY AGREEMENT

CDE requires local CAL—SCHLS results be publicly reported. District data on the California state—identified Performance Indicators will be available through the California Department of Education's (CDE) Coordinated School Health and Safety Office Annual Reports. In addition, under the Public Records Act, any outside agency (for example, the media) can request already—produced district or school reports from CDE. Raw data will be provided to public and research agencies for analyses only under conditions of strict confidentiality in compliance with state and federal regulations.

Further, districts administering a custom understand that custom module data will be subject to the conditions stated above. Already–produced custom module reports will be available to outside agencies upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

By signing this document the District and Cal–SCHLS Regional Center staff signify that each party understands and will comply with the conditions stated above.

LEA Representative:				
Signature		Cal–SCH.	LS Regional Center Staff:	
Printed name		Signature		
Date		Printed na	ame	_
District Contact (if different from	above)	Date		_
Contact Email		For office u.	se only	
Contact Phone				
Southern Region Office: LA	Northern Coast/I Office: Oakland	Bay Area Region	North Central Region Office: Chico	

Duerr Evaluation

Fax 530.893.0409

WestEd

Fax 562.799.5151

WestEd

Fax 510.302.4354

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Memorandum of Understanding with the California

School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey 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 a Memorandum of Understanding with the California School Climate, Health, and Learning Survey System Regional Center Agency (Cal-SCHLS) of WestEd to support administration of the California Healthy Kids Survey (CHKS) and the CORE Survey in Santa Ana Unified School District (SAUSD). The purpose of this agreement is to outline conditions to be met by Cal-SCHLS and Santa Ana Unified School District as they relate to the administration of the survey in spring 2015. Students in grades 5, 7, 9 and 11 will participate in the Healthy Kids Survey with active parent consent. SAUSD staff will participate in the School Climate Survey and parents will be invited to participate in parent components of The California Healthy Kids Survey for spring 2015.

RATIONALE:

As aligned with LCAP goal 3.2 on staff and parent perception of school safety, the California Healthy Kids Survey (CHKS) provides a reliable and cost-effective method of collecting countywide data important to individual schools and their school districts. CHKS is a valuable tool to assess student, staff and parents' perceptions of school climate in SAUSD. CHKS also serves as a metric for the District LCAP plan.

FUNDING:

Administration costs not to exceed \$10,000

These funds are already budgeted within California Office to Reform Education (CORE) setaside funds to support data collection on parent and staff perception of school safety and on the assessment of student's social/emotional status.

RECOMMENDATION:

Approve the Memorandum of Understanding with the California School Climate, Health, and Learning Survey System Regional Center Agency of WestEd for California Healthy Kids Survey for the 2014-15 school year.

DL:HC:cvl



MEMORANDUM OF UNDERSTANDING · 2014–2015 SCHOOL YEAR

DISTRICT NAME: Santa Ana Unified

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to the administration of the CHKS. The answer sheets will not be sent until a signed copy (sent via email, fax, or hard copy) of this Memorandum of Understanding (MOU) is received.

DISTRICT AGREES TO THE FOLLOWING CONDITIONS:

SURVEY ADMINISTRATION (CHKS)

- » Grades and Schools. Plan to survey grades 5 through 12 as appropriate within the district. Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- » **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above (model consent forms will be provided).
- » Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- » Privacy of Students. Regardless of what survey administration method is selected, the conditions under which the survey is administered must preserve respondent privacy and the confidentiality of the responses. If administered to multiple people in large rooms, ensure that the set up prevents anyone from observing how the respondent is answering the question. This is particularly a concern for use of large-screen monitors in conducting the survey online.
- » Coordination. Provide one, district—level contact person for each participating district.
- » **Surveys.** Administer the Elementary survey to elementary students, and the Core Module A to secondary students.
- » Use only the most recent, current version of the survey and the answer sheet provided by Cal-SCHLS.
- » Expectations to deliver reports within eight to twelve weeks are contingent on use of correct versions of the survey instrument and answer sheets. CAL-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.
- » **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks MUST be completed to insure that the rights of parents and pupils are protected.
- » **Current enrollment.** Provide student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- » Produce questionnaires. Produce from the master copy the number of questionnaires needed.
- » **Proctors.** Provide survey proctors (teachers or assigned proctors) for each classroom.

- » Assurance of Confidentiality Agreement. Have all surveyors (teachers or proctors) sign the Assurance of Confidentiality Agreement and read the Introductory Script to students. These are available in the Guidebook and on our website.
- » **Deadline.** Answer sheets not received after June 15 will result in a longer processing and reporting time than the usual eight to 10 weeks.

DATA SUBMISSION AND REPORT PREPARATION

- » Provide complete information on the transmittal envelopes or online survey participation forms.
- » Complete and return the order form via email or hard copy.
- » Submit completed answer sheets and materials to your Regional Center.

RESPONSE RATES

In order for the CHKS data to be representative of the students in your district, minimally meet standards A through C and either standard D or E as listed below.

- A. 100% of all district schools participated, or 100% of all selected schools participated in an approved sampling plan.
- B. An appropriate class subject or class period was identified and used.
- C. 100% of selected classrooms participated.
- D. The number of completed, usable answer forms or online submissions obtained per grade was 60% or more of the selected sample, or
- E. If active parental consent is used, 70% or more parents within each grade's selected sample returned signed permission forms, either consenting or not consenting to their child's participation.

If active consent is used and less than 60 percent of parents have not consented to their child's participation two days before the scheduled administration date, the survey should be postponed until either condition D or E can be met. Note: If less than 25 students take the survey in a specific grade, the district may not be eligible for a report in that grade.

SCHOOL CLIMATE SURVEY FOR STAFF (CSCS)

- » Conduct the online California School Climate Survey for staff (CSCS) at each school and each grade participating in the district's CHKS. To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- » The survey is anonymous and steps should be taken at the district and schools to ensure anonymity.
- » The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and

safety;

- » Other school staff at the district's discretion may also complete it.
- » Staff participation is voluntary. Staff who do not wish to participate shall not be required to do so.
- » There are no additional fees for the basic administration of the CSCS if administered with the CHKS. Additional fees will be charged for custom work. Please see the current fee schedule on our website.

SCHOOL PARENT SURVEY (CSPS)

- » Optionally, conduct the California School Parent Survey (CSPS) at each school and each grade that is participating in the district's CHKS.
- » To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- » The survey may be offered both on paper and online, but survey materials and set up must be coordinated with Cal-SCHLS staff in the Regional Center.
- » There are additional fees for the basic administration of the CSPS. Please see the current fee schedule on our website.
- » The CSPS is generally offered to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- » Only one survey should be completed for each child in a school. It can be filled out by parents together or just by one of them.
- » If a parent has more then one child at a school site, the parent is instructed to complete one survey per child.

PAYMENT

- » The California Office to Reform Education will be responsible for payment covering online administration of the student, staff and parent surveys. Other costs are the responsibility of the school district.
- » See the attached fee schedule for surveying and reporting costs.
- » Postage and handling will be added to the total amount charged.
- » Additional fees apply for custom administrations and modules, answer sheet rush orders, school reports, etc. The district is always responsible for these additional fees. Contact your Regional Center for these fees.
- » If invoiced, the district must provide a purchase order or check prior to receipt of report.

WESTED AGREES TO THE FOLLOWING CONDITIONS:

- » Ongoing technical assistance including phone consultation on module selection, sampling, and parent consent strategies.
- » Surveys:
 - For the student survey: master copies of CHKS elementary, middle and high school surveys (all modules)

obtained from the website,

- · For the staff survey: access to the CSCS online system, and
- For the Parent survey: Printed CSPS survey booklets as well as login and passwords for the online option.
- » For online administrations one login/password per school for the CHKS as well as school-specific CSCS logins and passwords, and where applicable logins and passwords for the CSPS.
- » Cal-SCHLS Guidebook is available on the website.
- » Access to the CAL-SCHLS website chks.wested.org and Listserv.
- » For paper administrations answer sheets, transmittal envelopes, and where applicable paper copies of the CSPS.
- » Scanning and online services.
- » District–level reports.

PUBLIC ACCESS

Under the Public Records Act, any outside agency (for example, the media) can request already-produced district or school reports from CDE. Raw data will be provided to public and research agencies by request for analyses only under conditions of strict confidentiality in compliance with state and federal regulations. Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSCS) to the Cal-SCHLS website the November of the year following survey administration.

CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the Cal-SCHLS surveys (CHKS, CSCS, and CSPS), understand that data will be subject to the conditions stated above. Already-produced district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

By signing this document the named District and WestEd signify	that each party understands
and will comply with the conditions stated above.	

WestEd Staff: District Representative:

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Ratification of Purchase Order Summary and Listing of Orders

\$25,000 and Over for Period of February 11, 2015 through February

24, 2015

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 February 11, 2015 through February 24, 2015.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of February 11, 2015 through February 24, 2015. 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 February 11, 2015 through February 24, 2015.

SP:mm



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

Richard L. Miller, Ph.D., Superintendent

\$11,068,376.23

Date: February 25, 2015

To: Richard L. Miller, Ph.D., Superintendent

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

Subject: Purchase Order Summary: From FEB-11-2015 through 24-FEB-2015

Fund 01 General Fund	\$3,095,285.02
Fund 12 Child Development	\$11,339.58
Fund 13 Cafeteria Fund	\$264,804.03
Fund 14 Deferred Maintenance Fund	\$195,525.84
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$51,090.01
Fund 25 Capital Facilities Fund	\$407,606.63
Fund 26 Measure G Bond	\$602,700.67
Fund 29 Measure G	\$291,108.62
Fund 35 County School Facilities Fund	\$859,318.77
Fund 40 Special Reserve Fund	\$3,705,471.13
Fund 56 Debt Service Fund	\$1,569,316.88
Fund 68 Workers' Compensation	\$809.05
Fund 81 Property & Liability	\$14,000.00

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

Grand Total:

BOARD OF EDUCATION

PO No. Vendor	From 11-FEB-201	se Order Listing \$25,000 a 15 through 24-FEB-2015	Page: 1 of 5 BOA Date
		Location	Amount
310108 EBERHARD EQ	UIPMENT Equipment	BUILDING SERVICES	
		BUILDING SERVICES	\$10,220.00
310110 GUARANTY CH Ongoing & Major Maintenance Account	Equipment	BUILDING SERVICES	\$25,000.00
Ongoing & Major Maintenance Account		BUILDING SERVICES	\$5,000.00
310478 CALIFORNIA Child Nutrition: School Programs	Maintenance	NUTRITION SERVICES	\$30,000.00
311367 REFRIGERATION Child Nutrition: School Programs	Maintenance	NUTRITION SERVICES	\$75,000.00
311687 ORBACH, HUF Unrestricted Discretionary Accounts	Consultant	FACILITIES/ GOVERNMENTAL RELATIONS	\$3,500.00
Cell Leases Facilities	Other Contracts	FACILITIES/ GOVERNMENTAL RELATIONS	\$4,000.00
SAUSD GO Bond, 2008 Election, Series A Building Fund		FACILITIES/ GOVERNMENTAL RELATIONS	\$50,000.00
Capital Facilities Fund	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS	\$13,000.00
SCE CA Solar Initiative CSI	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS	\$7,226.00
Fund 40 Valley Spor Complex	ts Plans All Other Printing, etc.	VALLEY HIGH SCHOOL	\$2,000.00
Fund 40 QZAB Solar Energy Savings 2012			\$20,274.00
311755 WAXIE SANITA Unrestricted Discretionary Accoun	Custodial Supplies	BUILDING SERVICES	\$294,465.28

PO No. Vendor	From 11-FEB-201	se Order Listing \$25,000 15 through 24-FEB-2015	
	Description		Amount
311767 WAXIE SANIT	ARY SUPPLY	BUILDING SERVICES	
311768 WAXIE SANIT Unrestricted Discretionary Accounts		BUILDING SERVICES	\$91,703.40
312553 PJHM ARCHIT Fund 25 Walker/Roosevelt Joint Use		WALKER ELEMENTARY SCHOOL	\$369,045.50
	Plans All Other Printing, etc.	WALKER ELEMENTARY SCHOOL	\$18,623.00
		MITCHELL CHILD	\$108,805.00
313520 DEPARTMENT Unrestricted Discretionary Accounts	Fingerprinting DOJ		\$52,000.00
313689 AT&T DATACO Common Core State Standards	DMM, INC. dba AT&T Di Non Capitalized Equipment	EDUCATIONAL	\$208,276.54
313690 AT&T DATACO Common Core State Standards	DMM, INC. dba AT&T Di Non Capitalized Equipment	ATACOMM EDUCATIONAL SERVICES DIVISION	\$186,372.77
313700 AKINS IT, I Common Core State Standards		EDUCATIONAL SERVICES DIVISION	\$137,213.50
314789 NEXUS IS, I OPSC School Facilities Bond	INC.	KING ELEMENTARY SCHOOL	\$102,413.90
314900 MUSCO SPORT Measure G Bond Series B	S LIGHTING, LLC	CENTURY HIGH SCHOOL	\$565,000.00
314901 MUSCO SPORT Fund 40 Valley Spor Complex		VALLEY HIGH SCHOOL	\$1,081,900.00

PO No. Vendor	From 11-FEB-	2015 through 24-FEB-2015	
	Description		Amount
315499 PCM3, INC.			
Emergency Repair Program Williams	Construction Managers Fees	DIAMOND ELEMENTARY SCHOOL	\$12,779.00
Emergency Repair	Construction	EDISON ELEMENTARY	\$11,201.00
Program Williams	Managers Fees	SCHOOL	
Emergency Repair Program Williams	Construction Managers Fees	HOOVER ELEMENTARY SCHOOL	\$75 , 329.58
Emergency Repair	Construction	JACKSON ELEMENTARY	\$2,458.20
Program Williams	Managers Fees	SCHOOL	
Emergency Repair	Construction	LINCOLN ELEMENTARY	\$97,123.00
Program Williams	Managers Fees	SCHOOL	
Emergency Repair	Construction	MARTIN ELEMENTARY	\$205,169.00
Program Williams	Managers Fees	SCHOOL	
Emergency Repair	Construction	MONTE VISTA	\$43,912.10
Program Williams	Managers Fees	ELEMENTARY SCHOOL	
Emergency Repair	Construction	ROOSEVELT	\$84,851.00
Program Williams	Managers Fees	ELEMENTARY SCHOOL	
Emergency Repair	Construction	WILSON ELEMENTARY	\$18,871.95
Program Williams	Managers Fees	SCHOOL	
Emergency Repair	Construction	REMINGTON	\$177,169.00
Program Williams	Managers Fees	ELEMENTARY SCHOOL	
Emergency Repair	Construction	LATHROP	\$137,487.00
Program Williams	Managers Fees	INTERMEDIATE SCHOOL	
Emergency Repair	Construction	SANTA ANA HIGH	\$24,543.33
Program Williams	Managers Fees	SCHOOL	
Emergency Repair Program Williams	Construction Managers Fees	VALLEY HIGH SCHOOL	\$49,746.68
Emergency Repair	Construction	WILLARD	\$116,424.00
Program Williams	Managers Fees	INTERMEDIATE SCHOOL	
Emergency Repair	Construction	SADDLEBACK HIGH	\$1,030,982.50
Program Williams	Managers Fees	SCHOOL	
Emergency Repair	Construction	SPURGEON	\$190,504.00
Program Williams	Managers Fees	INTERMEDIATE SCHOOL	
Emergency Repair	Construction	GARFIELD ELEMENTARY	\$20,812.50
Program Williams	Managers Fees	SCHOOL	

PO No. Vendor	From 11-FEB-201	se Order Listing \$25,000 a 15 through 24-FEB-2015	
Funding	Description	Location	Amount
315623 F & M PACKA	GING MACHINERY, CO.		
316033 INLAND BUIL OPSC School Facilities Bond	DING CONTRUCTION Building Contractor	WILSON ELEMENTARY SCHOOL	\$195,354.75
316126 GHATAODE BA Fund 40 Valley Spor Complex	ts Plans All Other	P VALLEY HIGH SCHOOL	\$59,500.00
316133 LENTZ MORRI OPSC School Facilities Bond	Building Architect	INC. SEPULVEDA ELEMENTARY SCHOOL	\$44,562.73
Maintenance Fund	General	BUILDING SERVICES	\$31,981.81
316166 KAPLAN K-12 IASA: Title I Basic Grants Low Income	Consultants	SADDLEBACK HIGH	\$53,570.00
316277 GHATAODE BA OPSC School Facilities Bond	Building Architect	P COMMUNITY DAY HIGH SCHOOL	\$102,529.00
316278 GHATAODE BA Emergency Repair Program Williams		P SADDLEBACK HIGH SCHOOL	\$142,311.28
316290 QUEEN CITY OPSC School Facilities Bond	Building	MITCHELL CHILD DEVELOPMENT CENTER	\$90,340.00
316291 CONTINENTAL OPSC School Facilities Bond	Building	MITCHELL CHILD DEVELOPMENT CENTER	\$191,721.00
316292 SOUTHWEST F OPSC School Facilities Bond	Building	ANY MITCHELL CHILD DEVELOPMENT CENTER	\$104,800.00

PO No. Vendor	From 11-FEB-201	15 through 24-FEB-2015	
Funding	Description		Amount
316306 API WIZARD,	LLC	TECHNOLOGY INNOVATION SERVICES	
316320 ORANGE COUNT Special Ed: Mental Health Services	Sub Agreements	PUPIL SUPPORT	\$40,813.00
Special Ed: Mental Health Services	Consultants Instructional	PUPIL SUPPORT SERVICES	\$25,000.00
316378 AIR CLEAN EN Ongoing & Major Maintenance Account	Maintenance	BUILDING SERVICES	\$60,071.75
316383 STOMMEL, INC Unrestricted Discretionary Accounts	Fleet Maintenance		\$30,000.00
316395 THE BANK OF Unrestricted Discretionary Accounts	Other Authorized Interfund		\$1,100,000.00
316396 THE BANK OF COP 2007	NEW YORK MELLON TR Debt Service Interest		\$644,316.88
COP 2007	Other Debt Service Principal	DISTRICTWIDE	\$925,000.00
316445 WOLVERINE FR Emergency Repair Program Williams	ENCE COMPANY, INC. Building Contractor	MCFADDEN INTERMEDIATE SCHOOL	\$79,000.00
316466 NEXUS IS, II Measure G Series E	NC.	KING ELEMENTARY SCHOOL	\$172,629.52

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Ratification of Expenditure Summary and Warrant Listing for Period

of February 11, 2015 through February 24, 2015

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 February 11, 2015 through February 24, 2015. 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 February 11, 2015 through February 24, 2015.

SP:mm



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

Richard L. Miller, Ph.D., Superintendent

Date: February 24, 2015

To: Richard L. Miller, Ph.D., Superintendent

From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations/CBO

Subject: Expenditures Summary: From 11-FEB-2015 through 24-FEB-2015

Fund 01 General Fund	\$2,666,765.57
Fund 12 Child Development	\$2,703.14
Fund 13 Cafeteria Fund	\$891,811.10
Fund 14 Deferred Maintenance Fund	\$230,844.16
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$1,648.51
Fund 25 Capital Facilities Fund	\$498.89
Fund 26 Measure G Bond	\$4,508.24
Fund 29 Measure G	\$537,349.37
Fund 35 County School Facilities Fund	\$341,162.23
Fund 40 Special Reserve Fund	\$51,038.99
Fund 49 Capital Project Fund for Blended Component	\$29,255.44
Fund 68 Workers' Compensation	\$181,828.45
Fund 69 Health & Welfare	\$3,435,729.13
Fund 81 Property & Liability	\$3,381.01
Total Expenditures:	\$8,378,524.23

Prepared By: Christeen Betz, Director, Accounting

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

BOARD OF EDUCATION

SAUSD Board of Education Warrant Listing

February 11, 2015		Page 1 of 6	
Check #	<u>Vendor</u>	Location	<u>Amount</u>
Fund (01 General Fund		
84202830	LOS ANGELES LATINO INTERNATIONAL FILM		\$39,671.92
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STAFF DEVELOPMENT	
84202800	EDWARD B. COLE, SR. ACADEMY		\$41,752.00
	Fund 01 General Fund	CASH ACCOUNT	
84202942	SILVERBACK LEARNING SOLUTIONS		\$49,754.25
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	STUDENT ACHIEVEMENT	
84202902	AREY JONES EDUCATIONAL SOLUTIONS		\$46,834.20
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MARTIN ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	FRANKLIN ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
84202901	APPLE, INC.		\$40,452.36
	Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	PUPIL SUPPORT SERVICES	
84202896	THE COLLEGE BOARD		\$51,792.00
	Unrestricted Discretionary Accounts	SECONDARY DIVISION	
84202848	XEROX CORPORATION		\$29,146.17
	Unrestricted One-time Funds	PUBLICATIONS	

	February 11, 2015	· ··	Page 2 of 6
Check #	<u>Vendor</u>	Location	<u>Amount</u>
84202966	GOVCONNECTION		\$39,569.00
	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	GARFIELD ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	ELEMENTARY DIVISION	
	QZAB Solar Energy	HENINGER ELEMENTARY SCHOOL	
		TAFT ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	BUDGET	
		DIAMOND ELEMENTARY SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
84202843	UNIVERSITY OF SOUTHERN CALIFORNIA		\$30,186.60
	ASCIP Risk Control STAT (Simulation for Threat Assessment Training)	RISK MANAGEMENT	
84203003	AMERICAN LOGISTICS COMPANY, LLC		\$25,704.00
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
84202809	BOYS AND GIRLS CLUB OF SANTA ANA		\$50,981.06
0.1202000	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	400,001.00
84202806	SOUTHERN CALIFORNIA EDISON		\$28,041.85
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84202805	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		\$221,391.00
	Fund 01 General Fund	CASH ACCOUNT	
84202804	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY		\$65,482.00
	Fund 01 General Fund	CASH ACCOUNT	
84202803	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		\$49,533.00
04202003	Fund 01 General Fund	CASH ACCOUNT	443,333.00
84202801	EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$94,319.00
	i and or General i unu	CAGIT ACCOUNT	

		February 11, 2015	Page 3 of 6
Check #	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84202847	XEROX CORPORATION		\$52,963.77
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84202961	COSOGO LLC dba UZIBULL		\$44,528.40

Common Core State Standards (CCSS) EDUCATIONAL SERVICES DIVISION

February 11, 2015 Page 4 of 6 Check # Vendor Location Amount **Fund 13 Cafeteria Fund GOLD STAR FOODS** 84203074 \$31,546.36 **NUTRITION SERVICES** Child Nutrition: School Programs 84203076 **GOLD STAR FOODS** \$25,817.91 GODINEZ FUNDAMENTAL HIGH SCHOOL Child Nutrition: School Programs MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL VALLEY HIGH SCHOOL 84203069 **DRIFTWOOD DAIRY** \$48,617.48 **NUTRITION SERVICES** Child Nutrition: School Programs 84203066 DRIFTWOOD DAIRY \$54,099.34 **NUTRITION SERVICES** Child Nutrition: School Programs A & R WHOLESALE DISTRIBUTORS 84203056 \$66,769.21 **NUTRITION SERVICES** Child Nutrition: School Programs SEGERSTROM HIGH SCHOOL 84203054 A & R WHOLESALE DISTRIBUTORS \$78,624.77 GODINEZ FUNDAMENTAL HIGH SCHOOL Child Nutrition: School Programs **NUTRITION SERVICES** VILLA FUNDAMENTAL INTERMEDIATE SCHOOL 84203052 A & R WHOLESALE DISTRIBUTORS \$104,115.25 Child Nutrition: School Programs NUTRITION SERVICES VILLA FUNDAMENTAL INTERMEDIATE SCHOOL A & R WHOLESALE DISTRIBUTORS 84203049 \$36,288.36 Child Nutrition: School Programs GODINEZ FUNDAMENTAL HIGH SCHOOL **NUTRITION SERVICES**

February 11, 2015 Page 5 of 6 Check # Vendor Location Amount **Fund 14 Deferred Maintenance Fund** PRB CONSTRUCTION \$28,020.25 84203113 Fund 14 Deferred Maintenance Fund **BUILDING SERVICES** 84203119 WESTLAND HEATING & AIR CONDITIONING, INC. \$28,680.00 Fund 14 Deferred Maintenance Fund CONSTRUCTION **EDISON ELEMENTARY SCHOOL** JEFFERSON ELEMENTARY SCHOOL LATHROP INTERMEDIATE SCHOOL MONROE ELEMENTARY SCHOOL **NUTRITION SERVICES** ROMERO-CRUZ ELEMENTARY SCHOOL TAFT ELEMENTARY SCHOOL 84203098 A CABRAL ROOFING GROUP \$33,000.00 Fund 14 Deferred Maintenance Fund **BUILDING SERVICES** Fund 29 Measure G 84203124 **HMC ARCHITECTS** \$175,496.92 Fund 29 Measure G Series E SANTA ANA HIGH SCHOOL **Fund 35 County School Facilities Fund** 84203133 HORIZONS CONSTRUCTION CO. INT'L, INC. \$178,017.21 Fund 35 OPSC School Facilities Bond Projects WILSON ELEMENTARY SCHOOL Fund 40 Special Reserve Fund 84203137 **GHATAODE BANNON ARCHITECTS, LLP** \$31,080.00 VALLEY HIGH SCHOOL Fund 40 Special Reserve Fund Fund 49 Capital Project Fund for Blended Component Units (CFD)

DISTRICTWIDE

\$26,855.44

84203142

REPTILE, INC.

Community Facilities District (2005 Central Park Project)

February 11, 2015 Page 6 of 6

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>

Fund 68 Workers' Compensation

84203143 SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. \$30,883.85

Fund 68 Workers' Compensation RISK MANAGEMENT

Grand Total: \$1,980,014.93

February 18, 2015 Page 1 of 8 Check # **Vendor** Location **Amount Fund 01 General Fund AREY JONES EDUCATIONAL SOLUTIONS** 84203166 \$25,672.09 Fund 01 General Fund ACCOUNTING DEPARTMENT IASA: Title I Basic Grants Low-Income and Neglected, Part A GARFIELD ELEMENTARY SCHOOL GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL **PLAYWORKS EDUCATION ENERGIZED** 84203158 \$30,000.00 IASA: Title I Basic Grants Low-Income and Neglected, Part A JEFFERSON ELEMENTARY SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

February 18, 2015 Page 2 of 8

KENNEDY ELEMENTARY SCHOOL

Check # Vendor Location **Amount** 84203250 **USBANK-CALCARD** \$131,259.95 30-R2002-653 Before and After School Learning & Safe Neighborhood AFTER SCHOOL PROGRAMS Partnerships Beginning Teacher-BTSA STAFF DEVELOPMENT Carl D Perkins Section 131 Career and Technical Education act of 1998 **VOCATIONAL EDUCATION** Carol M White PEP Grant SPECIAL PROJECTS/WELLNESS WILSON ELEMENTARY SCHOOL Donations (Miscellaneous) LOWELL ELEMENTARY SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL REMINGTON ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL SANTIAGO ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL VALLEY HIGH SCHOOL Fund 01 General Fund **HUMAN RESOURCES DIVISION** Fundraiser (Non ASB-PTA Deposits) WALKER ELEMENTARY SCHOOL Gear Up IV (RSCC Fiscal Agent) SECONDARY DIVISION **Head Start** CHILD DEVELOPMENT IASA:Title I Basic Grants Low-Income and Neglected, Part A CARR INTERMEDIATE SCHOOL CARVER ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL **ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT** GARFIELD ELEMENTARY SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL JEFFERSON ELEMENTARY SCHOOL

February 18, 2015 Page 3 of 8

<u>Check # Vendor</u> <u>Location</u> <u>Amount</u>
KING ELEMENTARY SCHOOL

LOWELL ELEMENTARY SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE

SCHOOL

MIDDLE COLLEGE HIGH SCHOOL

MONROE ELEMENTARY SCHOOL

SADDLEBACK HIGH SCHOOL

SEPULVEDA ELEMENTARY SCHOOL

SIERRA PREPARATORY ACADEMY

STUDENT ACHIEVEMENT

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WILSON ELEMENTARY SCHOOL

IASA:Title I Migrant Ed Regular and Summer Program MIGRANT EDUCATION

LCAP (Local Control & Accountability Plan) COMMUNICATIONS OFFICE

LCFF-Supplemental/Concentration ELEMENTARY DIVISION

Lighthouse Academy Project - Governor's CTE Initiative: CA

Partnership Academies

Medi-Cal Billing Option PUPIL SUPPORT SERVICES

Ongoing & Major Maintenance Account BUILDING SERVICES

Pupil Transportation (7230/7240) TRANSPORTATION DEPARTMENT

QZAB Solar Energy SEGERSTROM HIGH SCHOOL

VALLEY HIGH SCHOOL

VALLEY HIGH SCHOOL

S.D. Bechtel, Jr. Foundation STAFF DEVELOPMENT

Special Ed: Alternative Dispute Resolution SPECIAL EDUCATION

Special Ed: Mental Health Services GODINEZ FUNDAMENTAL HIGH SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

Special Education SPECIAL EDUCATION

Two-Way Digital ITFS Licensee Revenue TECHNOLOGY

Unrestricted - CAHSEE Intensive (7055) LORIN GRISET ACADEMY

February 18, 2015

Check #

Vendor

Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)

Unrestricted Discretionary Accounts

Location

REGIONAL OCCUPATIONAL PROGRAM

BOARD OF EDUCATION

BUILDING SERVICES

BUSINESS SERVICES DIVISION

CARR INTERMEDIATE SCHOOL

CENTURY HIGH SCHOOL

CHAVEZ CONTINUATION HIGH SCHOOL

COMMUNICATIONS OFFICE

COMMUNITY RELATIONS

CONSTRUCTION

DAVIS ELEMENTARY SCHOOL

DISTRICTWIDE

EDISON ELEMENTARY SCHOOL

EDUCATIONAL SERVICES DIVISION

ELEMENTARY DIVISION

ESQUEDA ELEMENTARY SCHOOL

FACILITIES/GOVERNMENTAL RELATIONS

GARFIELD ELEMENTARY SCHOOL

GODINEZ FUNDAMENTAL HIGH SCHOOL

HUMAN RESOURCES DIVISION

JACKSON ELEMENTARY SCHOOL

LATHROP INTERMEDIATE SCHOOL

LINCOLN ELEMENTARY SCHOOL

LORIN GRISET ACADEMY

LOWELL ELEMENTARY SCHOOL

MACARTHUR FUNDAMENTAL INTERMEDIATE

SCHOOL

MADISON ELEMENTARY SCHOOL

MARTIN ELEMENTARY SCHOOL

Page 4 of 8 **Amount**

February 18, 2015 Page 5 of 8

Check # Vendor

Location

MCFADDEN INTERMEDIATE SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL

MIDDLE COLLEGE HIGH SCHOOL

MUIR FUNDAMENTAL ELEMENTARY SCHOOL

PIO PICO ELEMENTARY SCHOOL

PUBLICATIONS

PUPIL SUPPORT SERVICES

PURCHASING DEPARTMENT

ROMERO-CRUZ ELEMENTARY SCHOOL

ROOSEVELT ELEMENTARY SCHOOL

SANTA ANA HIGH SCHOOL

SCHOOL POLICE SERVICES

SECONDARY DIVISION

SEGERSTROM HIGH SCHOOL

SEPULVEDA ELEMENTARY SCHOOL

SIERRA PREPARATORY ACADEMY

SPURGEON INTERMEDIATE SCHOOL

SUPERINTENDENT'S OFFICE

TECHNOLOGY INNOVATION SERVICES

TELEVISION CENTER

THORPE FUNDAMENTAL ELEMENTARY

SCHOOL

VALLEY HIGH SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WAREHOUSE AND DELIVERY

WASHINGTON ELEMENTARY SCHOOL

WILSON ELEMENTARY SCHOOL

<u>Amount</u>

	February 18, 2015		Page 6 of 8
Check #	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84203213	WAXIE SANITARY SUPPLY		\$33,681.84
	Head Start	CHILD DEVELOPMENT	
	Unrestricted Discretionary Accounts	BUILDING SERVICES	
84203207	SMARTY ANTS, INC.		\$36,125.00
	Fundraiser (Non ASB-PTA Deposits)	WALKER ELEMENTARY SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	DIAMOND ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
84203195	NEXUS IS, INC.		\$455,606.48
	Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	
84203167	AT&T DATACOMM, INC. dba AT&T DATACOMM		\$182,655.16
	Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	. ,

ACCOUNTING DEPARTMENT

Fund 01 General Fund

	February 18, 2015		Page 7 of 8
Check #	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 1	l3 Cafeteria Fund		
0.4000000	0017 0717 50070		***
84203263	GOLD STAR FOODS Child Nutrition School Programs	NUTRITION SERVICES	\$35,641.15
	Child Nutrition: School Programs	NOTRITION SERVICES	
84203260	DRIFTWOOD DAIRY		\$53,978.09
	Child Nutrition: School Programs	NUTRITION SERVICES	
84203257	A & R WHOLESALE DISTRIBUTORS		\$64,679.84
	Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
84203255	A & R WHOLESALE DISTRIBUTORS		\$61,834.68
	Child Nutrition: School Programs	NUTRITION SERVICES	
Fund 2	29 Measure G		
84203289	NEXUS IS, INC.		\$265,058.34
	Fund 29 Measure G Series E	FRANKLIN ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
Fund 3	35 County School Facilities Fund		
84202204	INLAND BUILDING CONTRUCTION		¢02 642 40
84203291	Fund 35 OPSC School Facilities Bond Projects-Second Issuance	WILSON ELEMENTARY SCHOOL	\$93,642.10
	Tana 33 Of GO Gorioot Lacinites Bond Flojects Geooria issuance	WIEGGIVELEIMENTAKT GGTIGGE	
84203292	LENTZ MORRISSEY ARCHITECTURE, INC.		\$44,562.73
	Fund 35 OPSC School Facilities Bond Projects	SEPULVEDA ELEMENTARY SCHOOL	
Fund 6	68 Workers' Compensation		
	-		
84203304	VISION STAR MEDIA, LLC		\$58,000.00
	Fund 68 Workers' Compensation	RISK MANAGEMENT	
84203302	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.		\$77,428.92
J-1200002	5. LOOM LOOM	DIOK MANA OFMENT	ψ11, 1 20.32

RISK MANAGEMENT

Fund 68 Workers' Compensation

 February 18, 2015
 Page 8 of 8

 Check #
 Vendor
 Location
 Amount

Fund 69 Health & Welfare

84203306 BLUE SHIELD OF CALIFORNIA \$3,434,369.22

Health & Welfare - Active Employees DISTRICT EMPLOYEE BENEFITS

Health & Welfare - Retired Employees DISTRICT EMPLOYEE BENEFITS

Grand Total: \$5,084,195.59

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Authorization to Utilize Western States Contracting Alliance Price

Agreement for Cellular Services Districtwide with Verizon Wireless,

Under E-Rate for 2015-16 Fiscal Year

ITEM: Consent

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

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

On November 11, 2014 the State of California entered in to a contract which granted local government agencies the ability to purchase cellular services by utilizing the Verizon Wireless Western States Contracting Alliance (WSCA) Price Agreement No. 7-10-70-16. The contract will continue in effect until termination or for a period not to exceed five years. The WSCA Price Agreement with Verizon Wireless is currently in effect until June 30, 2019. The District may, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by Verizon Wireless are fair, reasonable and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Verizon Wireless as allowed under the WSCA Price Agreement No. 7-10-70-16. Vendor selection is in compliance with Board Policy.

RATIONALE:

The purpose of this agenda item is to seek Board authorization to utilize WSCA Price Agreement No. 7-10-70-16 for cellular services Districtwide with Verizon Wireless, under E-Rate for the 2015-16 fiscal year.

It is anticipated that the District will receive 90 percent of the cost of voice services only from Schools and Libraries Division (SLD) as E-Rate funding. Data services are no longer eligible for funding under the new E-Rate model enacted for this funding year. Unrestricted General funds will be budgeted for 2015-16 fiscal year to cover the District's share of expenses for this agenda item. Estimated cost information based on the Districts current number of cell phones, iPads and data devices is listed below:

Provider	Service Provided	Amount
	Cellular Voice Service, Push-to-Talk	E-Rate Funded: \$111,168.88
Verizon Wireless	Service, Data Services (iPad and Hot Spot)	District Funded: \$135,096.20

FUNDING:

Unrestricted General Fund Contribution \$ 135,096.20 E-Rate Contribution \$ 111,168.88 Total Cost: \$ 246,265.08

RECOMMENDATION:

Authorize staff to utilize Western States Contracting Alliance Price Agreement No. 7-10-70-16 for cellular services Districtwide with Verizon Wireless, under E-Rate for the 2015-16 fiscal year.

SP:mm

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Authorization to Award Contract for Managed Internet Services

Districtwide to Foothills Education and Technology Partnership,

Under E-Rate

ITEM: Consent

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

PREPARED BY: Ricardo Enz, Director, Technology Innovation Services

Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

At its December 9, 2014 meeting, the Board authorized staff to obtain Request for Proposals (RFP) for Managed Internet Services Districtwide, under E-Rate. This award will provide for an additional connection to the internet from the District office allowing for current internet traffic to be distributed through multiple service providers and to allow for system redundancy in the event that one provider loses services, this will allow the District to remain online. The 10GB service line will supplement the current service provided to the District by the Orange County Department of Education.

RATIONALE:

The purpose of this agenda item is to seek Board authorization to award a contract for Managed Internet Services Districtwide to the Foothills Education and Technology Partnership, under E-Rate. Thirteen firms received RFP documentation and two submitted RFP's. The award is recommended to Foothills Education and Technology Partnership, in the amount of \$130,476, per year for a period not to exceed 5 years. Vendor selection is in compliance with Board Policy.

It is anticipated that the District will receive funding for Managed Internet Services under the current E-Rate funding year beginning on July 1, 2015. Additional funds will be budgeted to cover costs not eligible under E-Rate during the term of this agreement. The contract amount being awarded to Foothills Education and Technology Partnership will be fixed for the entire term of the agreement. Under the new E-Rate funding rules the District can contract for up to five years for services under this RFP.

	RFP Ranking	Total Price for 10GB
Qualified Bidders	Score	(per year)
Foothills Education and Technology Partnership	100/100	\$ 130,476
Time Warner Cable Business Class	69/100	\$ 215,520

FUNDING:

Total District Contribution Budgeted Funds: \$ 13,047.60
Total Estimated E-Rate Contribution: \$ 117,428.40
Total Cost: \$ 130,476.00

RECOMMENDATION:

Authorize staff to award a contract for Managed Internet Services Districtwide, under E-Rate in the amount of \$130,476 per year for a period not to exceed 5 years, pursuant to RFP No. 11-15 to Foothills Education and Technology Partnership.

SP:mm

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Internet Service Agreement with Orange County

Superintendent of Schools for Fiscal Year 2015–16

ITEM: Consent

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

PREPARED BY: Jonathan Geiszler, Director, Purchasing and Stores

Ricardo Enz, Director, Information Technology Center

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of Internet service agreement with the Orange County Superintendent of Schools for fiscal year 2015–16.

RATIONALE:

This agreement with the Orange County Department of Education will provide ongoing Internet connectivity service Districtwide for the 2015–16 fiscal year. The term of the Agreement covers a period of one year commencing on July 1, 2015 and ending on June 30, 2016. The Orange County Superintendent of Schools receives services free of charge from the California K-12 High Speed Network and in-turn provides this service free of charge to the District.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Internet service agreement with the Orange County Superintendent of Schools for fiscal year 2015–16.

SP:mm

AMENDMENT 1 2015 - 2016

INTERNET NETWORK SUPPORT SERVICES AGREEMENT SANTA ANA UNIFIED SCHOOL DISTRICT

The Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, hereinafter referred to as DISTRICT, is hereby amended as follows:

- 1.0 Section 2.0 <u>TERM</u> shall be amended to read as follows: This AGREEMENT shall be in full force and effect for the period commencing July 1, 2015, and ending on June 30, 2016, subject to termination as set forth in this AGREEMENT.
- 2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

1	IN WITNESS WHEREOF, the	Parties hereto have caused this
2	AGREEMENT to be executed.	
3	DISTRICT: SANTA ANA UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
4		Q = A
5	BY:	BY: Felun Mi Caux
6		Authorized Signature
7	PRINT NAME: Stefanie P. Phillips, Ed.D.	
8	TITLE: Deputy Superintendent, Operations, CBO	TITLE: Coordinator
9	DATE:	DATE: January 20, 2015
10		•
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AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Consultant Agreement with Leadership Laboratories,

Inc., for Period of March 11, 2015 through June 30, 2015

ITEM: Consent

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement with Leadership Laboratories, Inc., for the period of March 11, 2015 through June 30, 2015. Leadership Laboratories will provide professional development to build leadership capacity for existing department heads and aspiring leaders that are responsible for the internal operations of our District and supporting our classrooms.

RATIONALE:

Leadership Laboratories, Inc., was brought in last spring as a pilot to train and support a group of 20 classified leaders. The training received very positive feedback from both the participants and their supervisors in terms of addressing gaps in management functionality and capability. This agreement is designed to include additional operational managers as well as build on the training for the ongoing group. The consultant will provide classified leaders with high quality professional development and ongoing coaching that is tailored for the specific needs of our classified management staff.

FUNDING:

General Fund: \$48,700 Business Services Budget

RECOMMENDATION:

Approve the consultant agreement with Leadership Laboratories, Inc., for the period of March 11, 2015 through June 30, 2015.

SP:mm

Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Leadership Laboratory**, **Inc.** 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 leadership training and individual coaching (see exhibit A).
- 2. <u>Term.</u> CONSULTANT shall commence providing services under this AGREEMENT on **April 1, 2015** and will diligently perform as required and complete performance by **June 30, 2015.**
- 3. <u>Compensation</u>. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$48,800** (Forty Eight Thousand, Eight Hundred 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. <u>Expenses</u>. 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:
- 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:

 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. <u>Copyright/Trademark/Patent</u>. 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. <u>Hold Harmless</u>: 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. <u>Insurance</u>. 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.
- 12. <u>Assignment</u>. 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. <u>Permits/Licenses</u>. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits ad licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 15. <u>Employment with Public Agency</u>. 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:

CONSULTANT:

Santa Ana Unified School District 1601 E. Chestnut Avenue

Leadership Laboratory, Inc.

2045 Mt. Zion Rd., #311

Santa Ana, CA 92701

Morrow, GA 30260

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.



A Proposal for the Santa Ana Unified School District: February 2015



The Learning Experience

We believe...

- Leadership matters and is the foundation of professional and personal success:
- Human capital is the most valuable commodity and the backbone of organizational success;
- The long-term success of an organization, community and our society depends on great leadership, not simply competence or management ability;
- Great leadership is grounded in ethical and moral behaviour;
- It is the responsibility of the leader to create a culture of adult ownership for student achievement; and
- The skills to be great school site leaders with the capacity to create great schools can be taught and learned by those with the appropriate basic qualities, characteristics, and skills.

We teach...

- And reinforce positive leadership traits and characteristics;
- Collaboration and distributive leadership;
- There is no harm in "over communication," but "under communication" kills and organization; and
- Strategies to promote effective collaboration and stakeholder involvement as they are keys to sustain success.

We improve...

- Leaders' ability to lead and manage a highly diverse and challenging workforce;
- Leaders' ability to work through difficult and important interpersonal interactions; and
- Leaders' capacity and prepare them to assume more complex and demanding roles and responsibilities.

District Partnership

The Leadership Development Program is a collaborative effort between the Santa Ana Unified School District and Leadership Laboratory. Inc. a national organization created for the development of leaders of schools and school systems. The program will be externally facilitated by Leadership Laboratory, Inc., working in collaboration with a district coordinator.

Program Assessment

The success of each Academy in the program will be assessed in three ways:

- a) Participant Satisfaction satisfaction with content, pacing, engagement, rigor of the classroom portion of the program, as well as with their on-the-job experiences, as measured by feedback forms
- b) Progress of Participants growth in skills and strengths during the program, as measured by changes reported on the self-assessment
- c) Key Performance Indicators of Success as measured by increased collaboration, teamwork, customer service and communication as identified by their immediate supervisor(s) as well as the progress on individual learning plans
- d) Exit Interview with District Coordinator



EXHIBIT A

The Central Office Administrators Academy: **Proposed Program**

Management Training for Business Division Leaders

Length:

Multi-month engagement

Purpose:

This is intended to be a continuum of training to ensure growth and development of leaders for succession training as well as for enhanced efficiencies and teamwork within the current operations. The training is also designed to provide a tool kit for leaders to effectively manage their employee teams and integrate best practices into their everyday protocols and processes. As a continuum, there will be two separate groups of participants. The first is the former group that has already been through the first cohort. The training for this group will be an extension of the first round and go deeper into the coursework. The content will also include elements identified in the initial ILPs. The second group will begin by receiving training similar to the first cohort prior to being included in the training with the second cohort of training.

Team 1- Original group of 14	Team 2- Second group of 12
6	2 Days of classroom instruction – 1 st COHORT
2 Days of classroom instruction-2 nd COHORT	2 Days of classroom instruction – 2 nd
	COHORT
20 coaching sessions for 4 identified leaders	

2nd COHORT content will be focused on conflict resolution using protocols and case studies. We can utilize courageous conversations as well as contract enforcement. Topics include: how to lead through the contract, the A-B-C's of Discipline, and Ramifications of not evaluating properly. 1st COHORT content will be a streamlined summary content of the original group's 1st COHORT training.

We propose that the 4 Coachees are primarily selected from the first group. Should others be identified, it is recommended to be in addition to the 4 identified. Total hours to be allocated by the district coordinator and will include face to face site visits, phone/video conference. Each session will include pre and post readings consisting of articles, case studies and/or books.

Leadership Laboratory: COST PROPOSAL

The Central Office Administrator's Academy

- o A customized academy for Business & Operations division administrators to assist in the development of strong, collaborative leaders ready to support building leaders to ensure students receive the best education available. In partnership with the Santa Ana Unified School District, Leadership Laboratory has tailored the program down to a three month engagement with targeted topics. The cost of this three month academy is \$48,800 for two cohorts of up to 20 (central office administrators).
- The pricing includes:
 - 20 hours pre-planning (2 hours per session)
 - 20 hours session preparation
 - 24 hours of presentation/ workshop delivery
 - 40 hours of individual coaching, site visits
 - 50 hours of analysis of questionnaire, and individual learning plans
 - 6 hours of debrief and post planning

160 hours total = \$48,800

For more information on these Leadership Laboratory Academies, call 888.638.1966, or email edheatley@yourleadership.org



EXHIBIT B



Program Services

The Following outline the services covered by this agreement between Santa Ana Unified School District and Leadership Laboratory, Inc. for the 2014-15 School Year.

For each workshop Santa Ana Unified will provide:

Logistics for all sessions. This would include a facility with access to internet or Wi-Fi connection for the presenter(s); an overhead projector and screen for presentations.

Specific scheduled dates will be set mutually for each session by Santa Ana Unified School District and Leadership Laboratory, Inc.

Dates will be finalized upon approval of the contract

Materials for all sessions will be provided by Leadership Laboratory via electronic media.

Travel Costs for scheduled sessions will be included in the initial contract amount and be paid by Leadership Laboratory, Inc. Standard Travel costs include a three night overnight hotel stay, round trip airfare, and ground transportation. Should it be necessary for sessions to be rescheduled to suit the district needs, the associated costs to change said travel will be wholly borne by Santa Ana Unified.

Initial	Date
Initial	Date

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of Consultant Agreement Increase for Rayburn

Corporation

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 consultant purchase order increase for Rayburn Corporation - Purchase Order (PO) #311342. At its June 10, 2014 meeting, the Board approved Rayburn Corporation in the amount of \$85,000 to provide standardization of District systems, voice-over Internet Protocol project support, E-Rate reimbursement funding coordination, technical training of staff, and related support. This increase will allow the District to continue utilizing Rayburn Corporation services for new projects under PO #311342.

RATIONALE:

The PO increase includes services for 1) construction management and synchronization of E-Rate funding reimbursement and School Facility Program, and 2) technical support for technology and safety projects in support of the District's Local Control Accountability Plan to ensure high-quality facilities. Please see attached proposal.

FUNDING:

Capital Facilities Fund (Fund 40/E-Rate): \$37,500

RECOMMENDATION:

Approve the consultant agreement increase for Rayburn Corporation in the amount of \$37,500 for a total of \$122,500 for the 2014-15 school year.



January 12v, 2015

28241 Crown Valley Pkwy. Ste. F-140 Laguna Niguel, California 92677

Office: (949) 887-7770 Fax: (949) 831-1327

Mr. Joe Dixon
Assistant Superintendent, Facilities & Governmental Relations
Santa Ana Unified School District
1601 E Chestnut Ave
Santa Ana, CA 92701

PROPOSAL

Subject: Proposal - Local Control and Accountability Plan Development, eRate Correlation to School Facility Program, and Project Management Professional Services

Dear Mr. Dixon,

Thank you for allowing me to offer my services to the Santa Ana Unified School District. Attached is a proposal for hourly professional services to support District staff in the development of a plan to adhere to the new State mandated Basic Services (stated as "facilities in good repair"), component of the Local Control and Accountability Plan (LCAP); provide expert level practitioner knowledge of project management in compliance with the State School Facility Program; knowledge of support of eRate integration with District construction, and related facilities support as directed.

LOO	1000	01	P-44-4 1.7	
ree				

Hourly Rate	Materials	Not to Exceed
\$150.00	Cost + 10%	\$37,500

I anticipate no material cost, but if requested materials would be charged at invoice cost +10%.

My twenty-seven years of management experience, nine years of experience managing maintenance in the K-12 school district environment; statewide work in school maintenance; management of facilities in excess of 50 campuses; and leadership responsibilities for the CASBO Eastern Section Maintenance Professional Development strand allows me to confidently offer these services.

Should you have any questions, please do not hesitate to contact me.

Tom Rayburn

T. Rayburn

Principal, Rayburn Corporation

Rayburn Corporation

Rayburn Corporation dba MaintenanceLogin 28241 Crown Valley Pkwy, Ste. F-140 Laguna Niguel, CA 92677

(949)887-7770

Proposal

Proposal No.
1167
Exp. Date

Address

Santa Ana USD Attn: Jeanette Brooks Facilities & Government Relations 1601 E. Chestnut Ave. Santa Ana, CA 92701

> Contact Department Service Period Jeanette A. Brooks Facilities & Gov't, Rel. FY 14-15

> > Total

\$37,500.00

	Jemiene 11. Broo		CS GE CIOV L. RCL.	1117-13
Activity		Quantity	Rate	Amount
Proposal - Professional Service Agreement: construction managemer synchronization of funding reimbursement correlation between the F funding program and State School Facility Program. Staff augmenta professional level technical support for technology projects, low volt programs, support District staff in the development of a plan to adher State mandated Basic Services (stated as "facilities in good repair"), the Local Control and Accountability Plan (LCAP); related facilities directed; in support of the District modernization program through Junior To FNCEFE 227, 502	ederal eRate tion providing age, facility te to the new component of support as	1	37,500.00	37,500.00
NOT TO EXCEED \$37,500.			0.00	0.00
Scope of work as directed by staff to be conducted at an hourly rate of	f \$150.		0.00	0.00

This is for creation of purchase requisition. An monthly detailed invoice would follow under separate cover as services rendered. Should you have any questions, please do not hesitate to contact us at: trayburn@maintenancelogin.com

Your account representative is:

Accepted By

Accepted Date

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of Substitute Subcontractor for Bid Package No. 1 New Building and Sitework - Lath & Plaster, Drywall, and Painting at Wilson Elementary School Under Overcrowding Relief Grant Program

ITEM:

Consent

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

Relations

PREPARED BY: Todd Butcher, Director, Construction

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package No. 1 for the new classroom building and sitework - lath & plaster, drywall, and painting project at Wilson Elementary School as per Public Contract Code Section 4107; "when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract or fails or refuses to meet the bond requirement for the scope of work specified."

RATIONALE:

At its December 10, 2013 meeting, the Board awarded a contract for Bid Package No. 1 New Building and Sitework at Wilson Elementary School to Horizons Construction Co. International, Inc. Horizons Construction Company International, Inc. has requested the substitution from Soria Builders to Mousa Rafai as the lath & plaster, drywall, and painting subcontractor due to the failure of Soria Builders to execute a written contract for the scope of work specified. The District has followed Public Contract Code Section 4107.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve Mousa Rafai as the substitute subcontractor for Bid Package No. 1 New Building and Sitework - Lath & Plaster, Drywall, and Painting at Wilson Elementary School under the Overcrowding Relief Grant Program.

JD:rb

HORIZONS

CONSTRUCTION CO., INTL.

General Contracting and Engineering

1173 N. Patt St. Anaheim Ca, 92801

TEL (714) 626-0000 FAX (714) 626-0006

License # 825022

January 12, 2015

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

Attn: Mr. Todd Butcher / Mr. Greg English

Project:

Wilson Elementary School Modernization.

ORG Project - DSA 04-112251

Request for Subcontractor Substitution -Soria Builders.

Gentlemen,

As discussed previously in project meetings, Soria Builders has not been responsive nor returned our calls or written request to attend to the project. We will substitute the scope of Soria Builders as follows:

Lath&Plaster:

Mousa Rafai

Drywall:

Mousa Rifai

Painting

Mousa Rifai

See attached Subcontractor information. Please expedite the review and approval of this request. No bond will be required from the Subcontractor as the items are below the specified threshold. If you have any questions or need any additional information, please contact the undersigned.

Sincerely,

Edgar Mendoza Project Engineer

Horizons Construction Company.

Santa Ana Unified School District

Facilities & Governmental Relations Joe Dixon, Assistant Superintendent Richard L. Miller Ph.D., Superintendent

February 5, 2015

VIA EMAIL nancievictoria@yahoo.com, AND Certified Mail

Mr. Victor Soria Principal Soria Builders Company 968 Ashford Circle Corona, CA 92881

Re:

Wilson Elementary School ORG Project

Horizons Substitution Request

Dear Mr. Soria:

Attached is a copy of a letter from Horizons Construction Company ("Horizons") requesting that the Santa Ana Unified School District ("District") permit Horizons to substitute Soria Builders on the above-referenced District project ("Project"). Pursuant to California Public Contract Code section 4107(a),

Prior to approval of the prime contractor's request for the substitution the District, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to submit written objections to the substitution to the District. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

Pursuant to the above provision of section 4107(a), if Soria Builders objects to Horizons' request for substitution, Soria Builders Company must provide to the District written objections to Horizons' requested substitution by NO LATER THAN 1:00 p.m. on February 12, 2014.

If Soria Builders provides written objections by that time and Horizons does not withdraw its request for substitution, the District shall hold a hearing on Horizons request for substitution at a date to be determined and for which the District will provide you notice.

The hearing will be held at the District's offices, 1601 East Chestnut Avenue, Santa Ana, CA 92701-6322. This hearing will be held pursuant to section 4107(a), which states, in part: If written objections are filed, the District shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the District on the prime contractor's request for substitution.

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5356



Santa Ana Unified School District

Facilities & Governmental Relations Joe Dixon, Assistant Superintendent Richard L. Miller Ph.D., Superintendent

If a representative from Horizons or Soria Builders is not present at this meeting, that party will waive its right to pursue its position further. Furthermore, each representative must:

- Be able and ready to provide all its company's detailed information supporting its contention(s),
- Be able to make any and all decisions for its company related to this request for substitution, and
- Have full authority to bind its company to any agreement that the representative may make on behalf of its company.

Each party may seek legal counsel and have legal counsel present during the hearing. The District may have the hearing transcribed by a court reporter. Copies of the transcript of the hearing, if created, will be available directly from the court reporter.

The District shall make its determination on whether to grant Horizons' request for substitution based on all relevant information presented to it, including all information the parties present at the hearing.

Sincerel v.

Todd Butcher, Director of Construction

Enclosure

c: Joe Dixon, Assistant Superintendent Kinan Kotrash, Horizons Construction Company

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5356

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Acceptance of Completion of Contract for Bid Package No. 1

Replacement of Fencing at Monte Vista Elementary School

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 acceptance of completion of contract for Bid Package No. 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 the replacement of the fencing at Monte Vista 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 was within budget and there were no change orders.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contract
Monte Vista ES	No. 1 Replacement of fencing	\$164,700	\$8,235	0	Lightning Fence Company, Inc.
	TOTAL:	\$164,700	\$8,235		

FUNDING:

General Fund: \$8,235

RECOMMENDATION:

Accept the March 10, 2015, completion of contract with Lightning Fence Company, Inc. for Bid Package No. 1 Replacement of Fencing at Monte at Monte Vista Elementary School.



Monte Vista Elementary School Fence Project

Fence to be removed New wrought iron New black vinyl chainlink

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Acceptance of Completion of Contract for Bid Package No. 1 Heating,

Ventilation, and Air Conditioning at Monte Vista 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 Monte Vista 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 Monte Vista 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 were no change orders.

Project	Bid Package	Amount	Retention @ 5%	Change Order	Contractor
Monte Vista ES Energy Efficient Project	No. 1 Heating, Ventilation, and Air Conditioning	\$400,000	\$20,000	0	Westland Heating & Air Conditioning, Inc.
	TOTAL:	\$400,000	\$20,000	0	

FUNDING:

Proposition 39: \$20,000

RECOMMENDATION:

Accept the March 10, 2015, completion of contract with Westland Heating & Air Conditioning, Inc. for Bid Package No. 1 Heating, Ventilation, and Air Conditioning at Monte Vista Elementary School.

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of Revised Job Description: Director of Certificated Personnel

ITEM:

Consent

SUBMITTED BY: Mark McKinney, Associate Superintendent, Human Resources PREPARED BY: Mark McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised job description: Director of Certificated Personnel to Director of Human Resources. This position will report to the Associate Superintendent, Human Resources. The Director of Human Resources will provide general administrative leadership in the operations and services of the Human Resources Services Division related to certificated and classified department functions.

RATIONALE:

The Director of Human Resources will assist in the planning, organizing, and directing of the District's comprehensive personnel and employee relations for certificated and classified personnel.

The revised job description is attached. The last revision for this job description was 1992.

Funding for this position is within the current district budget as part of a realignment of current positions within the Human Resources Department.

FUNDING:

General Fund: Certificated Management Month Salary - Level 52: \$10,200 - \$11,421

RECOMMENDATION:

Approve the revised job description: Director of Certificated Personnel to Director of Human Resources.





SANTA ANA UNIFIED SCHOOL DISTRICT

DIRECTOR OF CERTIFICATED PERSONNEL HUMAN RESOURCES

JOB SUMMARY BASIC FUNCTION:

Under the general direction of the Assistant Associate Superintendent, Personnel-Services Human Resources and/or designee, plan, assist in the planning, organize organizing, and earry out a directing of the District's comprehensive personnel and employee relations program of personnel management for certificated and classified personnel.

REPRESENTATIVE DUTIES:

- Provide general administrative leadership in the operations and services of the Human Resources Services Division related to certificated and classified department functions. E
- Assist the Associate Superintendent, Human Resources in directing all aspects of the District's personnel program for certificated and classified employees. E
- Develop and implement recruitment and selection processes and procedures for District vacancies in classified and certificated employment; posting of job opportunities; may interview candidates; monitor procedures for the employment, assignment and evaluation of teacher substitutes and provide orientation for new teacher substitutes on a periodic basis. E
- Participate as a member of the District bargaining team in contract negotiations
 with employee associations, assist in the development of District proposals and in
 the analyses of employee proposals, and provide back-up assistance in the day-today administration of employee contracts.
- Develop Board Agenda materials, as necessary; prepare personnel reports and other documentation of personnel actions; conduct administrative and salary surveys; research, compile and analyze data for District and State reports; develop, plan and implement information systems to maintain and retrieve personnel data; annually audit the assignment of certificated personnel within their credential authorization; prepare information and reports for CBEDS, Williams, SARC and other federal or State reporting. E
- Assist in planning and implementing general and specialized personnel/employee relations inservice training programs for certificated and classified administrators, managers, and supervisors. E

REPRESENTATIVE DUTIES: (continued)

- Provide for a comprehensive program of recruitment, selection and assignment for certificated personnel; assist in the evaluation of candidates for employment; review certificates of applicants and make recommendations on hiring and assignment. E
- Engage in strategic planning for the District and Human Resources Services Division. E
- Work one-on-one with principals and other managers at their school sites or in their departments for appropriate supervision, evaluation, and discipline of classified and certificated personnel; assist in developing strategies for assistance; handle nonreelections and terminations; conduct fair, thorough, and legally sound investigations; assure compliance with bargaining unit agreements, State and federal laws, Board/District policies and regulations, and other applicable rules. E
- Communicate with bargaining unit representatives regarding issues that affect unit employees or negotiated agreements. E
- Assure that the employment functions comply with EEO-guidelines and the Education Code as well as District rules and regulations.
- Supervise the District's transfer and promotion activities with respect to certificated personnel.
- Assist in the orientation of new teacher personnel; explain District policy and procedures
 for leaves of absence and other benefits; monitor personnel on leave to assure compliance
 with District policy. E
- Assist in formal grievance-sessions with certificated-personnel; process-recommendations for-discipline.
- Assist in the development of new policies and regulations; interpret District rules, federal and State laws and Education Code guidelines to certificated personnel.
- Coordinate the placement of student-teachers and interns; initiate student teacher contracts.
- Direct the selection of teacher substitutes; monitor and evaluate teacher substitutes; provide orientation for substitutes on a periodic basis. E
- Prepare various reports for Cabinet and the Board of Education.

REPRESENTATIVE DUTIES: (continued)

- Visit schools periodically to maintain-contact with certificated personnel and to provide periodic information on new developments.
- Assume responsibility for making-decisions regarding certificated matters in the absence of the Assistant-Superintendent.
- Attend meetings, conferences and other workshops regarding personnel administrative matters. E
- Annually audit the assignment of certificated personnel within their credential authorization
- Maintain employee files for certificated and classified personnel in a confidential manner; prepare various reports, agenda back-up information and other documentation of personnel actions. E
- Supervise assigned Personnel Division staff; perform evaluations, select personnel, recommend salary increases and provide work-direction and guidance to assigned staff. E
- Assume and perform-related duties and responsibilities as required including compliance with the District's Affirmative Action Program and the District's agreements as negotiated with recognized employee organizations.
- Maintain close contact with other management team personnel-to-understand-the needs of certificated-personnel and communicate-management policy and practices.
- Participate in the development of inservice programs for certificated and classified personnel and in articulation of staffing needs with colleges and universities. E
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of personnel management, employer-employee relations and collective bargaining.
- Laws and administrative regulations applicable to employer-employee relations.
- Principles of management, human resources, supervision, and organizational behavior.
- Principles of wage and salary administration, equal employment opportunity, and nondiscrimination.
- Personnel administrative functions including recruitment, selection, employment transfers, promotions, leave, grievance processing, terminations, salary administration, fringe benefit programs, EEO guidelines, labor relations and personnel policies and procedures and principles of supervision and management.
- Personnel laws and regulations.
- Applicable sections of State Education Code.
- Certificated collective bargaining agreement.
- Modern personnel policies, procedures, and information sources.

Ability to:

- Plan, organize and direct complex programs of personnel management and employee relations.
- Communicate effectively both orally and in writing, including preparation and presentation of detailed complex analyses, recommendations and conclusions.
- Use sound judgment in interpreting and applying policies and procedures.
- Collect and analyze data.
- Manage, supervise, motivate, and train personnel.
- Establish and maintain effective working relationships.
- Analyze problems and propose logical solutions.
- Work effectively and cooperatively with personnel at all levels.
- Communicate effectively both orally and in writing.
- Write policies and regulations clearly and concisely.
- Analyze teacher credits to determine the appropriateness of teacher credentials.

EDUCATION AND EXPERIENCE:

- Master's Degree from an accredited college or university
- Three years site principal experience
- Five years of successful teacher/administrative experience

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Valid California Administrative Credential
- Valid California driver's license
- Bilingual Spanish/English is desirable

WORKING CONDITIONS:

ENVIRONMENT:

Typical office environment.

PHYSICAL ABILITIES:

- Sufficient vision to read volumes of printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Sufficient physical mobility to move about the District and drive a car.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups.
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions.

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

Board Approved: January 14, 1992 (1/24/84, 4/22/86)

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of Revised Job Description: Executive Director of Human

Resources

ITEM:

Consent

SUBMITTED BY: PREPARED BY:

Mark McKinney, Associate Superintendent, Human Resources Mark McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised job description: Executive Director of Human Resources. This position will report to the Associate Superintendent, Human Resources. The Executive Director of Human Resources will assist in providing general administrative leadership in the operations and services of the Human Resources Division related to certificated and classified department functions.

RATIONALE:

The Executive Director of Human Resources will assist in the planning, organizing, and directing of the District's comprehensive personnel and employee relations for certificated and classified personnel.

The revised job description is attached. The last revision for this job description was 1994.

Funding for this position is within the current district budget as part of a realignment of current positions within the Human Resources Department.

FUNDING:

General Fund: Certificated Management Month Salary - Level 58: \$10,896 - \$12,152

RECOMMENDATION:

Approve the revised job description: Executive Director of Human Resources.

MAM:nr



SANTA ANA UNIFIED SCHOOL DISTRICT

EXECUTIVE DIRECTOR OF HUMAN RESOURCES

JOB SUMMARY BASIC FUNCTION:

Under the general direction of the Assistant Associate Superintendent, Personnel Services Human Resources, plan, assist in the planning, organize organizing, and earry out a directing of the District's comprehensive personnel and employee relations program of personnel management for certificated and classified personnel. implement the overall-operation of the Human Resources Services Division; assist with monitoring the expenditure of funds assigned to Human Resources Services Division to ensure maximum offectiveness and achievement of defined District objectives; maintain and ensure a continuous personnel appraisal and evaluation system and act on the findings; and coordinate the development of the annual report to the Superintendent.

REPRESENTATIVE DUTIES:

- Provide general-administrative leadership in-the-operations-and-services-of-the-Human Resources Services Division related to certificated and classified department functions. E
- Assume responsibility for making decisions regarding personnel matters and provide supervision to the Human Resources Division in the absence of the Associate Superintendent, Human Resources. E
- Assist in providing general administrative leadership in the operations and services
 of the Human Resources Services Division related to certificated and classified
 department functions. E
- Assist the Associate Superintendent, Human Resources in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. E
- Develop new or revised personnel policies and administrative regulations for Governing Board consideration; review new legislation, legal opinions and administrative advisories and make recommendations as necessary; interpret and apply relevant federal and State laws, and District policies and procedures and collective bargaining agreements as necessary. E
- In conjunction with the Assistant Associate Superintendent, Human Resources, evaluate
 systematically and continuously the work and performance of the assigned staff within
 the Personnel Services Division to attain the objectives of their area and assist them with
 their professional growth and development. E

REPRESENTATIVE DUTIES: (continued)

- Attend and represent the Human Resources Services Division at the Board of Education meetings and other special meetings as assigned and advise the Board of Education, Assistant Superintendent Human Resources and cabinet members on division policies.
 E
- Serve as a member of the Superintendent's Cabinet in analyzing, developing, coordinating, and implementing state laws, Board of Education policies, and administrative regulations. E
- Assist the Assistant Associate Superintendent, Human Resources in preparing, recommending, and administering the division budget for the Human Resources Services Division. E
- Implement and evaluate the safety and emergency program for assigned areas. E
- In conjunction with the Assistant Associate Superintendent, Human Resources, evaluate, plan, organize, develop, and manage a program of employer/employee relations and employee evaluation that promotes the achievement of high personnel standards and performance. E
- Develop personnel policy proposals and recommendations.
- Administer and coordinate all functions relating to assignment and management of personnel and prepare responses to state and federal complaints and individual lawsuits relating to personnel. E
- Engage in strategic planning for the District and Human Resources Services Division. E
- Represent the Human Resources Services Division and assist-the Assistant Superintendent—Human Resources as the chief-spokesperson. E
- Conduct wage and salary studies and surveys periodically; recommend certificated and classified wage and salary levels and classifications; maintain a classification system; recommend personnel for reclassification as appropriate. E
- Coordinate efforts to recruit and hire highly-qualified individuals into administrative positions.
- Articulate the Human-Services Division with colleges and businesses. E

REPRESENTATIVE DUTIES: (continued)

- Assist in providing leadership in the management of the negotiated agreements, active participation in the negotiating process, and coordinating the inservice sessions on the collective bargaining contacts. E
- Provide leadership to the management of the negotiated Agreements participate in the negotiations process and provide inservice sessions necessary to manage such Agreements. E
- Assist-the Assistant Superintendent Human Resources-with the non-discrimination compliance program of the District. E
- Provide supervision of the Senior Director of Classified Personnel. E
- Review and analyze the District's current position for compliance with established codes, law, and procedures related to general liability, worker's compensation, payroll services, and employee benefits; make required changes to bring the District to compliance and protect the resources of the District. E
- Receive and process claims against the District; develop and coordinate District claims against others; investigate claims and represent the District at court or related meetings. E
- Manage internal operations including communication, technology, records, workflow, and other areas to assure smooth and efficient delivery of services that comply with laws, policies, and regulations. E
- Develop and implement long and short-term plans and activities designed to enhance assigned programs and services, and assure an economical, safe, and efficient work environment. E
- Perform other related duties as assigned. **E**

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Current educational administration principles and practices, including site-based management, supervision, evaluation, training, legislative laws and credentials.
- Human Resources Services Division operations, functions and responsibilities and the appropriate supportive services required to ensure operational effectiveness.
- Laws and regulations regarding personnel practices.
- State, County, City and community entities.

Ability to:

- Modify management strategies based on evaluation date.
- Develop new policies and procedures in accordance with the needs of the District.
- Exercise judgment and discretion in interpreting and applying policies and procedures.
- Effectively communicate and deal with individuals, organizations, community groups, and the public.
- Speak and write effectively.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

- Bachelor's degree and Master's degree from an accredited college or university required
- Three years site principal and experience
- Five years' demonstrated experience in certificated and classified personnel and employer/employee relations (preferred)

LICENSES, CERTIFICATES, AND OTHER REQUIREMENTS:

- Valid teaching and administrative credentials from an accredited college/university.
- Valid California driver's license.
- Willingness to work additional hours periodically.
- Willing to travel as needed.

WORKING CONDITIONS:

ENVIRONMENT:

Typical office/school.

WORKING CONDITIONS: (continued)

PHYSICAL ABILITIES:

- Sufficient vision to read volumes of printed materials
- Sufficient hearing to conduct in person and telephone conversations
- Sufficient physical mobility to move about the District and drive a car
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and in addressing groups
- Physical, mental and emotional stamina to endure long hours under sometimes stressful conditions

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

Board Approved: August 9, 1994

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of Personnel Calendar Including the Transition of Specific

Staff Members with such Topics as: Hiring, Promotions, Transfers,

Resignations, Retirements, and Leaves

ITEM: Consent

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

BACKGROUND INFORMATION:

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

RATIONALE:

Board approval of the Personnel Calendar is required for all Certificated and Classified personnel reports, non-confidential leaves of absences, and effective dates of resignations and retirements.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Personnel Calendar including the transition of specific staff members with such topics as: hiring, promotions, transfers, resignations, retirements, and leaves.

MAM:nr

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
		-			Retirement - 11
Alexander, Susan	Teacher	Special Education	June 19, 2015		years
•					Retirement - 25
Hinshaw, Lisa	Principal	Willard	June 30, 2015		years Retirement - 21
Mc Lean, Kathleen	Teacher	Willard	June 19, 2015		years
					Retirement - 25
Medico-Estes, Cheryl	Teacher	Valley	June 19, 2015	Name and the second sec	years
RETIREMENT CHANGE IN DATE	GE IN DATE				
			From June 19 2015		Retirement - 25
Aubuchon, Diana	Teacher	McFadden	to March 2, 2015		years
RESIGNATIONS					1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	-	C		7 7 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Moving, returning
Encinas, David	I eacher	Spurgeon	June 19, 2015		Descond 1 years
Liuzzi, ivicole	ובמכוובו	Latinop	5 mic 17, 2015		Family Responsibilities - 6
Presby, Monica	Teacher	Lincoln	June 19, 2015		years
The state of the s					

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES	S.				11
					New Hire -
Aguero, Mark	Teacher	Century	February 26, 2015		Probationary I
Huber, Jodie	Teacher	McFadden	February 27, 2015		New Hire - Intern
39-MONTH REEMPLOYMENT	YMENT				
Kaviani, Revital	Teacher	Santa Ana	February 26, 2015 May 26, 2018	May 26, 2018	
CO-CURRICULAR 2014-15	4-15				
Tena, Daniel	11	Godinez	2014-15		Activities Director
EXTENSION ON LEAVE (21 duty d	VE (21 duty days or	ays or more) - Without Pay with Benefits	with Benefits		
Yepes, Jose	Teacher	Martin	August 27, 2015 June 17, 2016	June 17, 2016	Personal
EXTRA DUTY 2014-15	i e				
	Retired Substitute	Pupil Support		a a	
Adin, Peggy	Nurse	Services	January 12, 2015 June 19, 2015	June 19, 2015	Retired Flat Rate
		Educational Services/Snecial			
Blauer, Kathleen	Retired Substitute	Project	February 10, 2015 June 19, 2015	June 19, 2015	Retired Flat Rate
Cady, Cynthia	Nurse	Fupil Support Services	January 12, 2015 June 19, 2015	June 19, 2015	Retired Flat Rate

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - March 10, 2015

Personnel Calendar

EXTRA DUTY 2014-15 (Continued)	TOTTION I	SILE	EFF. DATE	END DATE	COMMENTS
	tinued)		~ -		
Retire Pate, Bonnie Nurse	Retired Substitute Nurse	Pupil Support Services	January 1	January 12, 2015 June 19, 2015	Retired Flat Rate
Robinson, Carolyn Nurse	Retired Substitute Nurse	Pupil Support Services	January 1	January 12, 2015 June 19, 2015	Retired Flat Rate
Throop, Mary Nurse	Nurse	Services	January 1	January 12, 2015 June 19, 2015	Retired Flat Rate
Tuttle, Jane Nurse	Retired Substitute Nurse	Pupil Support Services	January 1	January 12, 2015 June 19, 2015	Retired Flat Rate
EXTRA DUTY 2014-15 CORRECTION	RECTION			M 59	1
Bluel. Karen Teac	Teacher	Valley	February	February 2, 2015 June 18, 2015	Extra Period
inic	Teacher	Valley	February	February 2, 2015 June 18, 2015	Extra Period
Darren	Teacher	Valley	February	February 2, 2015 June 18, 2015	Extra Period
Su, Jennifer Teac	Teacher	Valley	February	February 2, 2015 June 18, 2015	Extra Period
SPRING SPORTS 2014-15			5 V	* 5	
Alonzo, Yvonne Hea	Head Coach	Segerstrom		2014-15	Softball
	Assistant Coach	Segerstrom		2014-15	Football
Cohen, Jason Hear	Head Coach	Segerstrom		2014-15	Volleyball (Boys)
Echaves, Michael Head	Head Coach	Segerstrom		2014-15	Track
Fairley, Megan Assi	Assistant Coach	Segerstrom		2014-15	Tennis (Boys)
Fredericksen, Timothy Assi	Assistant Coach	Segerstrom	i	2014-15	Swimming
Kimmons III, Herbert Hea	Head Coach	Segerstrom		2014-15	Tennis (Boys)

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar Board Meeting - March 10, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SPRING SPORTS 2014-15 (Continu	15 (Continued)	44			
Maceranka, Michael Salway, Andrew	Head Coach Head Coach	Segerstrom Segerstrom		2014-15	Football Swimming
Stevenson, Neil Tagaloa, Joseph Vu, Lan	Assistant Coach Assistant Coach Assistant Coach	Segerstrom Segerstrom Segerstrom		2014-15 2014-15 2014-15	Track Baseball Track
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Mark A. McKinney, Associate Superintendent, Human Resources

AGENDA ITEM REQUESTS CERTIFICATED 2014-15

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
			¥. 	
After/Before School Tutoring - Hoover	Hoover	Title 1	\$5,000	April 13, 2015
Before/After School Tutoring Program	Santiago	Title I	\$8,000	March 11, 2015
Data Driven Planning - Spring	Saddleback	Title I	\$8,000	March 11, 2015
GATE and Honors Teacher Meetings	Esqueda	Title 1	\$1,500	March 16, 2015
Professional Development Instructor -				
Certificated	Willard	CORE	\$5,000	March 11, 2015
Professional Development Instructor -				
Counselors	Willard	CORE	\$2,500	March 11, 2015
Professional Development Instructor - TOSA	OSA Willard	CORE	\$2,500	March 11, 2015
Professional Development Participant -	8	L		
TOSA	Willard	CORE	\$1,000	March 11, 2015
Professional Development Participant -				
Certificated	Willard	CORE	\$10,000	March 11, 2015
Professional Development Participant -				
Counselors	Willard	CORE	\$2,500	March 11, 2015
Professional Development Participant -	663			
Speech Language Pathologist	Willard	CORE	\$500	March 11, 2015
	Educational Services/			
School Renewal Workshop (Translation)	School Renewal	LCAP	\$500	March 16, 2015
Social Skills Group	Heroes	Title I	\$3,000	March 11, 2015
Staff Development	Davis	Title 1	\$2,000	March 11, 2015
Staff Development	Davis	Title 1	\$1,008	March 11, 2015
Staff Development	Davis	Title 1	\$713	March 11, 2015
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		1		

Board Meeting March 10, 2015

NAME POSITIO	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
RESIGNATIONS	1					
Acosta-Licea, Jennifer SSP Sp. Ed.	r SSP Sp. Ed.	Godinez	February 20, 2015			Personal - 2 years, 5 months
Alvarez, Olga	Speech & Language Pathology Assistant	Speech Dept.	Speech Dept. February 24, 2015	4		Personal - 4 years, 11 months
Bueno, Rocio	Fd. Svc. Wkr.	Villa	January 7, 2015			Personal - 10 years, 11 months
Bulfinch, Amanda	Site Clerk	Century	February 6, 2015			Personal - 3 years, 4 months
De La Torre, Noemi	SSP Sp. Ed.	Pio Pico	February 20, 2015			Personal - 1 year, 10 months
Dos Santos, Bruce	User Services Analyst I	ITC	February 20, 2015			Personal - 1 year, 7 month
Godinez, Jorge	Account Technician	Accounting Dept.	February 19, 2015			Personal - 16 years, 6 months
Jagodnik, Martin	Maint. Wkr. 11	Bldg. Svcs.	December 16, 2014		Las	15 years, 2 months
Orozco-Enriquez, Evangelina	SSP Sp. Ed.	Lincoln	December 19, 2014			Personal - 2 months
Zamora III, Jesse	Site Coordinator	Mendez	February 20, 2015			Personal - 2 months
					A	

Mark A. McKinney, Associate Superintendent, Human Resources

39 MONTH REEMPLOYMENT (100		Day Differential Ended)	Inded)		, ,	
Mosley, Patricia	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	February 25, 2015			
Perez, Albert	Instr. Asst. Sev. Dis.	Transition Program	February 11, 2015			
Rosales, Joe	Custodian	Bldg. Svcs.	February 11, 2015			
Valle, Edward	Autism Paraprofessional	Remington	February 18, 2015			
ABSENCES (3 to 20 duty days) - Wit	duty days) - Without Pay	Pay				
LaPlaca, Jami	Autism Paraprofessional	Washington	February 9, 2015	March 18, 2015		Personal
Machado-Diaz, Luciana	Site Clerk	Saddleback	February 11, 2015	February 24, 2015		Personal
Macias, Ana	Autism Paraprofessional	Mitchell	February 9, 2015	March 10, 2015		Personal
PROBATIONARY APPOINTMENTS	APPOINTMENTS					
Campos, Ashley	School Police Officer School Police March 18, 2015	School Police	March 18, 2015		40/1	
Chavez-Luis, Jennifer After School 1P	After School 1P	After School Programs	February 10, 2015		1/91	
Correa, Susan	Site Clerk	Heroes	March 11, 2015		20/1	

Mark A. McKinney, Associate Superintendent, Human Resources

NAME POSITIC	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROBATIONARY APPOINTMENT	APPOINTMENTS (C	S (Continuation)			1 - 1	
2; V; A	Occupational	Supposed Hoose	Cannot Done Echanom 10 2015		5/75	
Perez. Jennifer	Site Clerk	Specen Dept.	March 11, 2015		24/1	
Zelaya, Diana	SSP Sp. Ed.	Godinez	February 18, 2015		1/61	
PROMOTIONAL APPOINTMENT	PPOINTMENT				11-	
Aceves, Aldo	Parent Trainer	ECE	March 11, 2015		40/1	
REASSIGNMENTS	1 1				- 1- 1 -4-	
						From Roosevelt
Arrieta, Stephanie	SSP Sp. Ed.	Heninger	February 17, 2015		19/1	to Heninger
						From Segerstrom to
Avalos, Gloria	Fd. Svc. Wkr.	MacArthur	February 20, 2015		11/1	MacArthur
						From Itinerant
Diaz, Elizabeth	After School IP	Carver	February 20, 2015		1/91	to Carver
		4				From Site Clerk to School Office Assistant
Maciel, Elizabeth	Sch. Off. Asst. Sec.	Century	March 11, 2015		24/1	Sec.
			ly control			

Mark A. McKinney, Associate Superintendent, Human Resources

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	SALARY COMMENTS
TEMPORARY AS:	TEMPORARY ASSIGNMENTS - Out of Class Compensation	Class Comper	nsation			
16	Plant Custodian					
Carranza, Eric	Elem.	Heninger	February 3, 2015	February 19, 2015	28/1	
Cobian de Rubio,		Nutrition	440			
Margarita	Fd. Svc. Spvr. Elem.	Svcs.	January 1, 2015	February 28, 2015	15/6	
Dorado, Raul	Plant Cust. Elem.	Bldg. Svcs.	February 26, 2015	March 3, 2015	28/5	
Miranda, Matias	Plant Cust. Elem.	Bldg. Svcs.	February 26, 2015	March 2, 2015	28/4	
Najera, Marisela	Comm. Family Outreach Liaison	Santa Ana	February 21, 2015	March 30, 2015	36/2 + Bil.	
Quintero Rodelo,	Maint Wkr 1	Blde Svcs	March 1 2015	March 31, 2015	36/6	
EXTRA DUTY					1	
		Transition			-	10 days or 39
Cervantes, Jesus	Job Coach Sp. Ed.	Program	January 5, 2015	June 30, 2015		hours max
ACTIVITY SUPERVISORS	VISORS				1 1	
Bock, Marla	Activity Supervisor	Heroes	February 17, 2015		10/1	
Ceja, Fernando	Activity Supervisor	Century	March 2, 2015		10/1	
HOURLY APPOINTMENTS	TMENTS	1				
Flores, Evelyn	Instr. Provider	Century	February 23, 2015		1/91	
Merino, Jennifer	Instr. Provider	Valley	February 18, 2015		1/91	

Mark A. McKinney, Associate Superintendent, Human Resources

Personnel Calendar Board Meeting - March 10, 2015

OLIVER DOCUMENT	TO OTHER DAY	CI C		Carry or Arrive	ACT AND	CONTRACTOR
NAME	POSITION	SILE	EFF. DATE	END DATE	SALAKY	SALAKY COMMENTS
CHRCTITITES						
Berumen, Kenny	Fd. Svc. Wkr.		February 18, 2015		11/1	
De La Paz Hernandez,						
David	Fd. Svc. Wkr.		February 18, 2015		11/1	
Simpson, Lydia	Child Dev. Teacher		January 30, 2015		\$105	
Sosa, Vanessa	Clerical		February 24, 2015		20/1	
Vargas, David	Groundskeeper		February 23, 2015		23/1	
						1
					1	-1
					*	
81						
				1		
24						
7						

Mark A. McKinney, Associate Superintendent, Human Resources

AGENDA ITEMS REQUESTS CLASSIFIED 2014-15 School Year

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
CTE/ROP (Ratification)	CTE/ROP	ROP Funding	\$2,000	February 10, 2015
Extra Duty (Ratification)	Mitchell	Special Education	\$157	July 1, 2014
Extra Duty for Food Service Field Supervisor	Civic Center Events -	Cirio Contor	£1 500	November 24, 2014
(Natification)	Cumport Corrigos	Special Education	\$5.378	February 9 2015
Exita Duty - Interpreted (2 mous) (Natification)	Support Scivics	T CAD	67.500	March 3 2014
School Renewal Workshon (Child Care) Februarion Februarional Services	Educational Services	LCAP	\$500	March 16, 2015
School Renewal Workshop (Translation)	Educational Services	LCAP	\$500	March 16, 2015
STEM/STEAM, VAPA, PBL District Rube Goldberg Event	Educational Services	Title I	\$180	June 3, 2015
STEM/STEAM, VAPA, PBL District Rube Goldberg		A R. C. L.	(* * * * * * * * * * * * * * * * * * *	- C
Event	Educational Services	Title I	\$135	June 3, 2015
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AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: District Wide Parent Engagement Strategies

ITEM: Presentation

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

PREPARED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and

Learning

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board information on the District wide parent engagement strategies that are being used to address the following five needs: college and career readiness, effective parenting, parent leadership, parent education, and health and wellness.

RATIONALE:

In January 2012, approximately 400 community members participated in 28 focus group sessions and represented a broad scope of key community stakeholders. The stakeholders expressed a desire for parents to have more information, be further engaged, and have more training so that their child's educational experience was a successful one.

In addition, consistent among stakeholder groups, participants were clear that they desired for students to be prepared and ready for their post-secondary school lives and felt the only way to achieve this was to ensure consistent, informed parental involvement in every stage of their children's educational journey. The need to focus on these areas was confirmed during the 2013-14 and 2014-15 Community LCAP events.

Parent and community input and research shows a strong correlation between parent, community involvement, and student achievement. The District's Community and Family Engagement and Outreach Plan highlights three measurable and observable objectives: ensure that the District establish a transparent, credible process for community and stakeholder involvement, seek and promote partnership with parent groups, community groups, and community leaders, and provide timely, proactive communication to all stakeholders.

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.

MR:ez

DISTRICT-WIDE PARENT INVOLVEMENT



Board of Education Meeting March 10, 2015

Michelle Rodriguez, Ed.D.

Assistant Superintendent, Teaching and Learning

OVERARCHING LCAP GOALS



Goal 1

All students demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.



Goal 2

All students have equitable access to a high quality curricular and instructional program that is accessible from school and home.



Goal 3

All students and staff work in a healthy, safe, and secure environment that supports learning.

GOAL 3: ALL STUDENTS AND STAFF WILL WORK IN A HEALTHY, SAFE, AND SECURE ENVIRONMENT THAT SUPPORTS LEARNING

Intervention

PBIS

Parenting Classes and Workshops

PlayWorks

Transportation

Dropout Prevention / Credit Recovery

Base Program

Welcoming Environment

Health and Wellness Programs

Safe Instructional Learning Spaces

Curriculum Support

Enhancement

Community Partners

Before/After School Programs

Dad's University

K-8 Intramural Sports Programs

Mentoring Programs for At Risk Youth

3

District-wide Focus



Goal 3

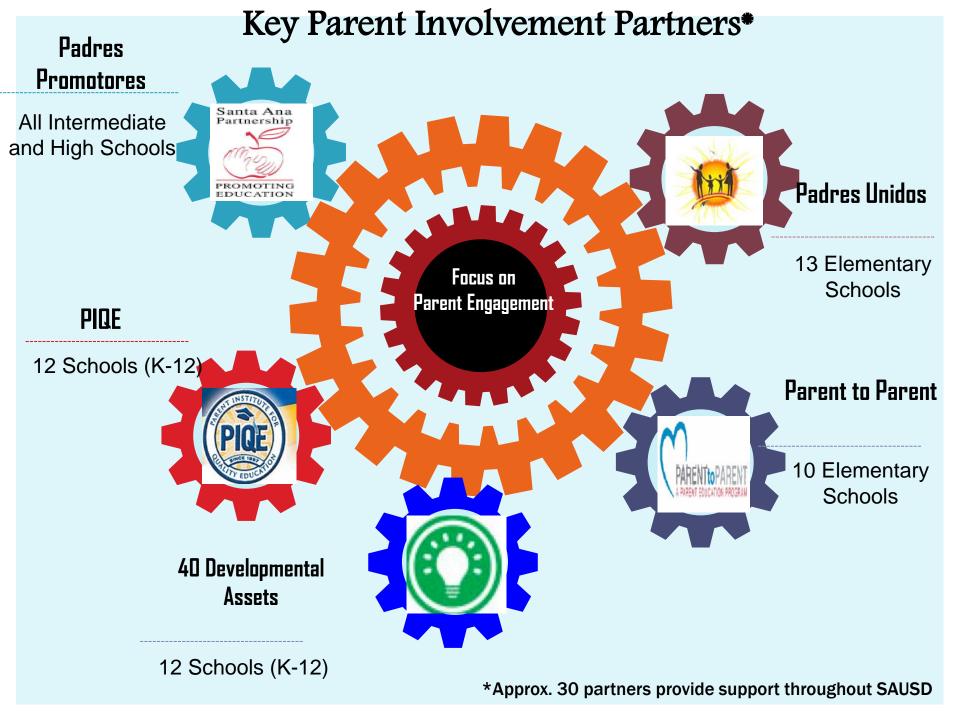
All students and staff work in a healthy, safe, and secure environment that supports learning.

Site Level Focus

Aligned with District-wide Focus



- Address Individual Site Needs
- Based on Annual Parent NeedsAssessment
- Approved by School Site Council
- Funded by Site LCAP Funding



OUR PARENTS' VOICES



Parent Speak About
Padres Unidos,
40 Developmental
Assets, and Padres
Promotores Programs



Back-Up Slides



Goal 3

All students and staff work in a healthy, safe, and secure environment that supports learning.

Examples of District-wide Efforts

- LCAP Community Meetings
- DAC/DELAC
- Special Education CAC
- GATE Parent Advisory Group
- Engage 360° Focus Groups
- Dad's University

PADRES UNIDOS



Began supporting SAUSD in 1999:

- Serves 13 Elementary Schools
- Parents as Teachers—30 weeks
- School Readiness/Structured Play to stimulate growth for 2 to 5 year old children—30 weeks
- Community Worker—1 day a week
- Summer Readiness Program—2 times a week for 5 weeks

PARENT TO PARENT



Began supporting SAUSD in 2013:

- Serves 10 Elementary Schools
- For Parents and Caregivers of Children Ages 0-12
- Resource from the Child Abuse Prevention Center
- 10 Week Class Using COPE Curriculum:
 - Strengthening Relationships
 - Reducing Conflict
 - Consequences for Serious Problems
 - Problem Solving
- Offered in English and Spanish

40 DEVELOPMENTAL ASSETS



Began supporting SAUSD in 2010:

- Serves 12 K-12 Schools
- 13 Week Program
- Created by the SEARCH Institute
- Based on External Assets Students Need
 - Support
 - Empowerment
 - Boundaries and Expectations
 - Constructive Use of Time
- Based on Internal Assets Students Need
 - Commitment to Learning
 - Positive Values
 - Social Competence
 - Social Identity
- Parent Facilitators Implement the Program

PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)



Began supporting SAUSD in 1994:

- Serves 12 K-12 Schools
- Provided both in morning and evening
- Delivered in English, Spanish, and Vietnamese
- 9 week series to teach:
 - Better communication with their children
 - Enhance their children reading, writing, and math skills
 - Effectively communicate with teachers and counselors
 - Prepare children for college and career
 - Help children avoid drugs, violence, and gang involvement
- Graduation with CSU College Invitation Certificate

PADRES PROMOTORES



Began supporting SAUSD in 2001:

- Serves all intermediate and high schools
- Housed at Santa Ana College
- Organized in teams of 5-10 parents
- Link Parents to School Services
- Deliver Information on Higher Education
- Provide Home Visits and Work with Neighborhood Associations

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Certification of Second Interim Financial Status (Positive)

ITEM: Action

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

Tony Wold, Ed.D., Executive Director, Business Operations

PREPARED BY: Swandayani Singgih, Director, Budget

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board certification of the Second 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 January 31, 2015.

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.

SP:mm



2014-15 SECOND INTERIM REPORT

(FINANCIAL INFORMATION AS OF JANUARY 31, 2015) **MARCH 10, 2015**

Stefanie Phillips, Ed.D.

Deputy Superintendent, Operations/CBO

TONIGHT'S GOALS

- 2014-15 Second Interim Report Positive Certification
- Major Changes Since First Interim
- Process/Next Steps

STATE FUNDING: LCFF REVIEW

CONCENTRATION
GRANT

SUPPLEMENTAL GRANT

» Approximately 27.66% of all LCFF funds

received by SAUSD

Approximately 72.34% of all LCFF funds received by SAUSD

BASE GRANT

MAJOR CHANGES SINCE FIRST INTERIM BUDGET REPORT: REVENUE

\$ (in millions)	(\$1.4 million)
REVENUE ADJUSTMENTS – 2014-15	Current year LCFF funding adjustment

BUDGET REPORT: ESTIMATED EXPENDITURES MAJOR CHANGES SINCE FIRST INTERIM

EXPENDITURE ADJUSTMENTS - 2015-16	\$ (in millions)
LCAP Priorities	\$3.2 million
Special Education staffing increase	\$3.6 million
Summer School Extended Year and After School	\$1.5 million
OPEB Liabilities	\$6.6 million
Instructional Materials Reserve	\$1.0 million

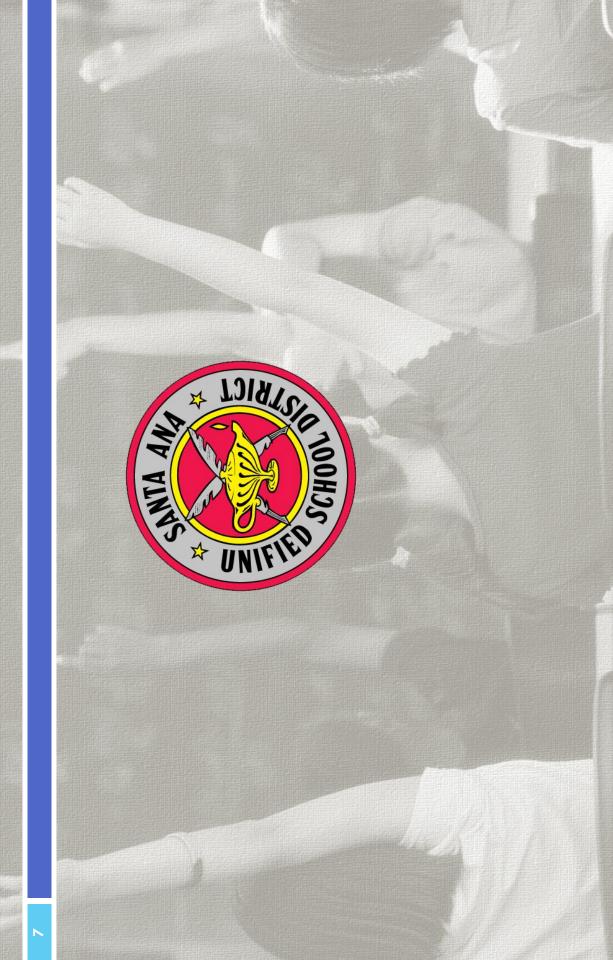
NEXT STEPS: BUDGET

May 2015

LCAP Update to the Board

June 2015

LCAP and Budget



AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Authorization to Award Contract for Wide Area Network Services

Districtwide to Sunesys, Inc., Under E-Rate

ITEM: Action

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

PREPARED BY: Ricardo Enz, Director, Technology Innovation Services

Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

At its September 9, 2014 meeting, the Board authorized staff to obtain Request for Proposals (RFP) for Wide Area Network (WAN) services Districtwide, under E-Rate. This award will provide for WAN services between all District sites and the District's main computer data center upgrading the current network configuration from 1GB to 10GB service.

RATIONALE:

The purpose of this agenda item is to seek Board authorization to award a contract for WAN services Districtwide, under E-Rate to Sunesys, Inc. Thirty-Three firms received RFP documentation and four submitted RFP's. The award is recommended to Sunesys, Inc., in the amount of \$4,841,466.60 for a period of 60 months. Vendor selection is in compliance with Board Policy.

It is anticipated that the District will receive funding for WAN services under the current E-Rate funding year beginning on July 1, 2015. Additional funds will be budgeted to cover costs not eligible under E-Rate during the term of this agreement. The contract amount being awarded to Sunesys, Inc., will be fixed for the entire 60 month term of the agreement. Under the new E-Rate funding rules the District can contract for up to five years for services under this RFP.

Qualified Bidders	RFP Ranking Score	Total Price for 10GB (60 Months)
Sunesys, Inc.	94/100	\$ 4,841,466.60
Zayo, Inc.	81/100	\$ 4,907,520.00
Time Warner	48/100	\$ 6,159,600.00
Wilcon	51/100	\$ 15,138,155.00

FUNDING:

Total District Contribution Budgeted Funds 2015-20: \$ 484,146.65
Total Estimated E-Rate Contribution All Sites 2015-20: \$ 4,357,319.95
Total Cost: 2015-20 \$ 4,841,466.60

RECOMMENDATION:

Authorize staff to award a contract for Wide Area Network services Districtwide, under E-Rate in the amount of \$4,841,466.60 for 60 months, pursuant to RFP No. 09-15 to Sunesys, Inc.

SP:mm

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Authorization to Renew Contract for Various Telecommunication

and Internet Access Services Districtwide with AT&T, Under E-Rate

for 2015-16 Fiscal Year

ITEM: Action

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

PREPARED BY: Ricardo Enz, Director, Technology Innovation Services

Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

At its February 12, 2013 meeting, the Board authorized staff to award a contract for various telecommunication and internet access services Districtwide, under E-Rate for the 2013-14 fiscal year to AT&T. These services include local and long distance services, landline phone service and internet access connections. The District can extend this contract for up to a maximum of three years without issuing a new Request for Proposals (RFP) for services.

RATIONALE:

The purpose of this agenda item is to seek Board authorization to renew the contract approved on February 12, 2013, for various telecommunication and internet access services Districtwide with AT&T, under E-Rate for the 2015-16 fiscal year. Staff has evaluated the District's current rates and recommends extension of the contact at this time. Vendor Selection was in compliance with Board Policy. This extension will be the third and final extension allowable under this contract.

It is anticipated that the District will receive Schools and Libraries Division (SLD) as E-Rate funding for telecommunications services for fiscal year 2015-16. General fund unrestricted dollars will be budgeted for 2015-16 to cover the District's share of expenses.

FUNDING:

 General Fund:
 \$ 258,082.59

 E-Rate Contribution:
 \$ 265,304.61

 Total Cost:
 \$ 523,387.20

RECOMMENDATION:

Authorize staff to renew a contract for various telecommunication and internet access services Districtwide with AT&T, under E-Rate for the 2015-16 fiscal year, pursuant to Request for Proposals No. 04-13.

SP:mm

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Authorization to Award Contract for Installation of Structured

Cabling System and Network Equipment to Federal Technology

Solutions, Inc., Under E-Rate Districtwide

ITEM: Action

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

PREPARED BY: Ricardo Enz, Director, Information Technology Center

Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

At its September 9, 2014 meeting, the Board authorized staff to obtain bids for the installation of structured cabling system and network equipment under E-Rate Districtwide. The installation of network equipment at these sites is necessary to allow current District computers to be connected to the District's wired and wireless network and to provide improved network infrastructure and wireless network access.

RATIONALE:

The purpose of this agenda item is to seek Board authorization to award a contract for the installation of structured cabling system and network equipment to Federal Technology Solutions, Inc., at E-Rate eligible sites Districtwide. Thirty-One bidders requested bid documents and three submitted bids. The award is recommended to the lowest responsive, responsible bidder, Federal Technology Solutions, Inc., in the amount of \$43,432,708.85. Vendor selection is in compliance with Board Policy.

It is anticipated that the District will receive funding for all school sites for the current E-Rate funding year beginning on July 1, 2015. A listing of the school sites and their estimated funding is attached in Exhibit A. Additional funds will be budgeted for the 2015-16 fiscal year to cover costs not eligible under E-Rate for projects planned at school sites. The contract amount being awarded to Federal Technology Solutions, Inc., represents the estimated maximum cost of completing all work needed on the District's network infrastructure, actual project cost is expected to be completed under the maximum amount of the bid award. Under the new E-Rate funding rules the District has five years to complete work under this contract.

Qualified Bidders	Amount
Federal Technology Solutions, Inc.	\$43,432,708.85
Digital Networks Group, Inc.	\$59,044,607.32
AT&T	\$61,933,211.16

FUNDING:

Total District Contribution Budgeted Funds 2015-20:	\$36,516,726.35
Total Estimated E-Rate Contribution All Sites 2015-20:	\$ 6,915,982.50
Total Cost:	\$43,432,708.85

RECOMMENDATION:

Authorize staff to award a contract for installation of structured cabling system and network equipment Districtwide, under E-Rate in the amount of \$43,432,708.85, pursuant to Bid No. 10-15 to Federal Technology Solutions, Inc.

SP:mm

Exhibit A

	Estimated Funding					
School Site Name		2015-16				
ADAMS ELEMENTARY SCHOOL	\$	68,085.00				
CARR INTERMEDIATE SCHOOL	\$	199,665.00				
CARVER ELEMENTARY SCHOOL	\$	87,210.00				
CENTURY HIGH SCHOOL	\$	235,110.00				
CESAR CHAVEZ HIGH SCHOOL	\$	42,330.00				
DIAMOND ELEMENTARY SCHOOL	\$	74,970.00				
EDISON ELEMENTARY SCHOOL	\$	77,010.00				
ESQUEDA ELEMENTARY SCHOOL	\$	163,327.50				
FRANKLIN ELEMENTARY SCHOOL	\$	61,710.00				
FREMONT ELEMENTARY SCHOOL	\$	88,230.00				
GODINEZ HIGH SCHOOL	\$	331,882.50				
GREENVILLE FUNDAMENTAL SCHOOL	\$	138,210.00				
HARVEY ELEMENTARY SCHOOL	\$	60,052.50				
HENINGER ELEMENTARY SCHOOL	\$	145,222.50				
HEROES ELEMENTARY SCHOOL	\$	81,217.50				
HOOVER ELEMENTARY SCHOOL	\$	58,777.50				
JACKSON ELEMENTARY SCHOOL	\$	138,592.50				
JAMES A. GARFIELD ELEMENTARY SCHOOL	\$	95,370.00				
JEFFERSON ELEMENTARY SCHOOL	\$	107,100.00				
JIM THORPE ELEMENTARY SCHOOL	\$	132,345.00				
KENNEDY ELEMENTARY SCHOOL	\$	106,462.50				
LATHROP INTERMEDIATE SCHOOL	\$	132,217.50				
LINCOLN ELEMENTARY SCHOOL	\$	125,715.00				
LORIN GRISET ACADEMY	\$	50,617.50				
LOWELL ELEMENTARY SCHOOL	\$	116,790.00				
LYDIA ROMERO-CRUZ ELEMENTARY SCHOOL	\$	33,277.50				
MADISON ELEMENTARY SCHOOL	\$	143,565.00				
MARTIN ELEMENTARY SCHOOL	\$	100,215.00				
MARTIN LUTHER KING JR. ELEMENTARY SCHOOL	\$	103,275.00				
MCFADDEN INTERMEDIATE SCHOOL	\$	178,117.50				
MENDEZ (GONZALO FELICITAS) FUNDAMENTAL INTERMEDIATE SCHOOL	\$	181,560.00				
MIDDLE COLLEGE HIGH SCHOOL	\$	41,820.00				
MITCHELL SPECIAL SCHOOL	\$	84,787.50				
MONROE ELEMENTARY SCHOOL	\$	63,877.50				
MONTE VISTA ELEMENTARY SCHOOL	\$	82,620.00				
MUIR FUNDAMENTAL SCHOOL	\$	141,525.00				
PIO PICO ELEMENTARY SCHOOL	\$	78,157.50				
REMINGTON ELEMENTARY SCHOOL	\$	41,182.50				
ROOSEVELT ELEMENTARY SCHOOL	\$	98,685.00				
SADDLEBACK HIGH SCHOOL	\$	214,327.50				
SANTA ANA ADULT TRANSITION	\$	19,890.00				

Exhibit A

School Site Name	Es	Estimated Funding					
School Site Name		2015-16					
SANTA ANA COMMUNITY DAY Middle	\$	13,515.00					
SANTA ANA COMMUNITY DAY High	\$	13,515.00					
SANTA ANA HIGH SCHOOL	\$	348,712.50					
SANTIAGO ELEMENTARY SCHOOL	\$	162,180.00					
SEGERSTROM HIGH SCHOOL	\$	323,467.50					
SEPULVEDA ELEMENTARY SCHOOL	\$	58,905.00					
SIERRA INTERMEDIATE SCHOOL	\$	128,010.00					
SPURGEON INTERMEDIATE SCHOOL	\$	131,580.00					
TAFT ELEMENTARY SCHOOL	\$	87,337.50					
VALLEY HIGH SCHOOL	\$	288,660.00					
VILLA (RAYMOND A.) FUNDAMENTAL INTERMEDIATE SCHOOL	\$	176,332.50					
WALKER ELEMENTARY SCHOOL	\$	69,487.50					
WALLACE R. DAVIS ELEMENTARY SCHOOL	\$	95,625.00					
WASHINGTON ELEMENTARY SCHOOL	\$	116,790.00					
WILLARD INTERMEDIATE SCHOOL	\$	114,367.50					
WILSON ELEMENTARY SCHOOL	\$	98,940.00					
MACARTHUR FUND INTER SCHOOL	\$	163,455.00					

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of the Agreement to Indemnify, Waive, and Release Successor Agency to the Former Community Redevelopment Agency of the City of Santa Ana Regarding Retro-Active Pass-Through Obligations

ITEM:

Action

SUBMITTED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

Relations

PREPARED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

Relations

BACKGROUND:

The purpose of this agenda item is to seek Board approval of an agreement to indemnify, waive, and release the Successor Agency to the former Community Redevelopment Agency of the City of Santa Ana and the City of Santa Ana in exchange for the Successor Agency's payment of \$929,005 to the District for past due pass-through payments from certain redevelopment project areas. On October 18, 2010, the former Community Redevelopment Agency of the City of Santa Ana adopted Ordinance No. NS 2809, which eliminated the time limit for incurring indebtedness for the project areas of (1) Santa Ana CRA Downtown 72-73 & 74-75 and (2) Santa Ana CRA Intercity Commuter. This action triggered annual pass-through payments to all affected taxing agencies that did not previously enter into a contractual pass-through agreement, including the District.

RATIONALE:

Since the adoption of Ordinance No. NS 2809 occurred in 2010, the former redevelopment agency and Successor Agency calculated the base year for pass-through payments as commencing in the year of the Ordinance's adoption. The District challenged these calculations. At the February 10, 2015 Oversight Board meeting, the Successor Agency agreed to pay the District the past due pass-through payments so long as the Successor Agency and City of Santa Ana are released and indemnified from any challenge by another. In consultation with District's financial advisor and legal counsel, the risk is fairly low and the amount of potential claims is far less than the amount to be gained. The proposed Agreement is attached as Exhibit "A".

The payment contemplated in the proposed Agreement is not guaranteed, but is dependent upon further approval of the Oversight Board and the Department of Finance during the Recognized Obligation Payment Schedule adoption process. If approved, payment would occur no earlier than January 1, 2016.

FUNDING:

Revenue to Fund 40 – Capital Facilities: \$929,005

RECOMMENDATION:

Approve the Successor Agency's proposed agreement regarding indemnity, waiver, and release regarding the pass-through obligations.

AGREEMENT RE INDEMNITY, WAIVER AND RELEASE REGARDING PASS THROUGH OBLIGATIONS

RECITALS

- A. Prior to February 1, 2012, the Community Redevelopment Agency of the City of Santa Ana (herein referred to as the "Former Agency") was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) (the "Redevelopment Law"), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council of the City of Santa Ana.
- B. Assembly Bill 1x 26, chaptered and effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the "Dissolution Act").
- C. As of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Act and the Successor Agency serves as the successor agency to the Former Agency.
- D. The Successor Agency administers the enforceable obligations of the Former Agency and otherwise unwinds the Forner Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board").
- E. The Former Agency was obligated to make certain statutory pass through payments to the Taxing Agency pursuant to Health and Safety Code Section 33607.5 and Section 33607.7 ("Tax Sharing Payments").
- F. Upon dissolution of the Former Agency, the Tax Sharing Payments were calculated and disbursed by the Orange County Auditor-Controller ("CAC").
- G. The Taxing Agency alleges that the Former Agency incorrectly calculated the Tax Sharing Payments, resulting in past-due, retroactive Tax Sharing Payments owed to the Taxing Agency and other affected taxing agencies ("Taxing Agency Allegations").
- H. The Taxing Agency hired a consultant to calculate the Tax Sharing Payments the Taxing Agency alleges are owed to the Taxing Agency and other affected taxing agencies; such payments are set forth on Exhibit A, attached hereto and incorporated herein, and are referred to as the "Payments." The Successor Agency has not independently verified the calculations of the

payments undertaken by the Taxing Agency and is relying on the Taxing Agency's assertion that the Payments are properly calculated and lawfully owed under the Redevelopment Law and the Dissolution Act.

1. Subject to the terms and conditions hereof, the Parties desire to compromise and settle all claims and terminate all disputes that have been or could have been asserted by and among the Parties relating to the calculation and payment of the Payments, all without admitting liability on behalf of any of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Effectiveness of Agreement; Third Party Approvals. This Agreement shall become effective upon (A) execution of this Agreement by the Parties, and (B) approval of this Agreement by resolution of the Oversight Board, and (C) following Oversight Board approval, upon passage of the time periods prescribed by applicable law, either by no review of such Oversight Board action being timely requested by the California Department of Finance ("DOF"), or by DOF approval or lack of objection thereto.
- 2. Payment to Taxing Agency. The Successor Agency hereby agrees to pay to the Taxing Agency and each other affected taxing agencies the respective amounts set forth in Exhibit A (collectively, the "Payments"). The Payments shall be made within thirty (30) days following the Successor Agency's receipt of moneys from the County Auditor-Controller for the applicable six-month fiscal period covered by the first Recognized Obligation Payment Schedule ("ROPS") on which the Payments are approved as a line item following the Effective Date hereof.
- 3. Subordinate Obligation; Distribution of RPTTF. The Parties acknowledge and agree that all Redevelopment Property Tax Trust Fund ("RPTTF") moneys attributable to the Former Agency's redevelopment project areas will be distributed by the CAC in accordance with Health & Safety Code Section 34183. The Payments shall be satisfied out of excess RPTTF moneys ("Excess RPTTF") available after payment of the County administration fee, all pass through payments, all enforceable obligations including bonds and other indebtedness, and the Successor Agency's administrative expenses (collectively, the "Prior Obligations"). To the extent Excess RPTTF is available after payment of all Prior Obligations in a given ROPS period, such Excess RPTTF shall be applied to payment of the Successor Agency Payment Obligations due during the applicable ROPS period. If the Excess RPTTF in a ROPS period is insufficient to enable the Successor Agency to make the Payments due during that ROPS period, the insufficiency shall be paid in future ROPS periods, without interest, as and when sufficient Excess RPTTF moneys are available.
- A. <u>Subject to Prior Obligations</u>. The Parties acknowledge and agree that the Payments under this Agreement are junior to all obligations of the Successor Agency with a prior claim on, or pledge of, moneys in the RPTTF, pursuant to Health & Safety Code Section 34183 or other laws, including all other enforceable obligations on each applicable ROPS.

- Agreement, the Taxing Agency, on behalf of itself, its predecessors, successors, assigns, agents, relatives, heirs, beneficiaries, affiliates, attorneys, insurers and all others claiming by and through the Taxing Agency, does hereby release, discharge and covenant not to sue the Successor Agency and the City, as well as their council members, board members, staff, officers, directors, partners, employees, shareholders, members, managers, subsidiaries, parent and related corporations or entities, agents, representatives, attorneys, successors, assigns, heirs, relatives, descendants, administrators, executors, beneficiaries, trustees, insurers and predecessors and successors-in-interest, from and for all actions, claims, charges, liabilities, obligations, benefits, compensation, damages, fees, expenses, or suits of any kind whatsoever, known or unknown, which the Taxing Agency now has, or may ever have had, arising out of or relating to the Payments, the Tax Sharing Payments and/or the Taxing Agency Allegations.
- A. <u>Full Defense</u>. The provisions of this Section 4 may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Section 4.
- B. <u>Civil Code Section 1542</u>. The Taxing Agency acknowledges and understands that the matters released herein may involve facts and circumstances currently unknown to the Taxing Agency, but nevertheless the Taxing Agency intends that the releases provided herein shall be general releases, and that they shall effectively release all actions, claims, charges, liabilities, obligations, benefits, compensation, damages, fees or suits of any kind whatsoever in connection with, arising out of or relating to the Payments, the Tax Sharing Payments and/or the Taxing Agency Allegations, even if they involve unknown facts and circumstances. The Taxing Agency hereby acknowledges that it has been fully advised of the contents of Section 1542 of the Civil Code of the State of California, which reads as follows:

Section 1542. (General Release; extent.) A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Taxing Agency hereby expressly waives and relinquishes any and all rights and benefits under Civil Code Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Section 5.

Taxing Agency Initials

5. Indemnification by Taxing Agency. Taxing Agency hereby agrees to indemnify and hold harmless Successor Agency, City and their respective affiliates, officers, directors, agents, servants, employees, contractors and subcontractors and the employees of any of the foregoing (each, "Indemnitees"), from and against any and all liabilities, claims, losses, fines, damages, costs and expenses (including costs and expenses of defense), which are caused in

whole or in part by or arise out of this Agreement, including without limitation the Payments required by Section 1 of this Agreement, and further expressly including claims or damages asserted against the Indemnitees by other affected taxing agencies or other third parties. If any provision of this indemnity is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this indemnity will remain in effect to the maximum extent permitted by law.

- 6. <u>No Material Reliance</u>. There are no unwritten, oral or verbal understandings, agreements, promises or representations of any kind whatsoever as between the Parties that are not contained in this Agreement. The Parties each represent and acknowledge that, in executing this Agreement, they have not relied upon any representation, statement, omission, agreement or promise made by any other Party except as set forth in this Agreement, nor have they relied upon any representation, statement, agreement, omission or promise made by the other Party's agents, representatives, or attorneys, except as set forth in this Agreement.
- 7. <u>Final and Binding Agreement</u>. The Parties have each made such investigation of the facts pertaining to this Agreement as they have deemed necessary. This Agreement is intended to be and is the final, binding and fully integrated agreement of the Parties, regardless of any claims of either of the Parties of misrepresentation, concealment of fact, or mistake of law or fact.
- 8. No Admission of Liability. The Taxing Agency acknowledges and agrees that this Agreement does not constitute an admission by the Successor Agency of liability, does not constitute any factual or legal precedent whatsoever, and may not be used as evidence in any subsequent proceeding of any kind, except in an action alleging a breach of this Agreement.
- 9. Entire Agreement. This Agreement supersedes all prior and contemporaneous oral and written agreements, understandings, and representations, if any between the Parties.
- 10. <u>Neutral Interpretation</u>. The Parties each acknowledge that they are entering into this Agreement having fully reviewed its terms and legal effect, in consultation with their respective legal counsel. The wording of this Agreement was reviewed and accepted by each Party and their legal counsel prior to execution. This Agreement was drafted equally by all Parties, and no Party shall be entitled to have any wording construed for or against any other Party in the event of a dispute.
- 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and together constitute the same agreement, whether each Party executes a separate counterpart.
- 12. <u>Notices</u>. All notices and requests required or permitted under this Agreement shall be made in writing by United States mail to the following:

Successor Agency:

Successor Agency to the Community Redevelopment Agency of the City of Santa Ana 20 Civic Center Plaza

Santa Ana, California 92701 Attention: Executive Director

With copies to:

City Attorney
City of Santa Ana
20 Civic Center Plaza, 7th Floor (M-29)
Santa Ana, California 92702

City Clerk City of Santa Ana 20 Civic Center Plaza, 8th Floor Santa Ana, California 92702

Taxing Agency:

Santa Ana Unified School District 1601 E. Chestnut Avenue Santa Ana, CA 92701-6322

- 13. Parties Shall Bear Their Own Fees And Costs. Each of the Parties shall bear its own attorneys' fees and costs relating to this Agreement.
- 14. Attorneys' Fees. In the event it is necessary for any Party to this Agreement to initiate legal proceedings to enforce this Agreement or adjudicate any issues under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements, including reasonable expert fees and costs, if any.
- 15. <u>Enforcement</u>. Enforcement of this Agreement shall be governed by the laws of the State of California. Any action concerning this Agreement must be brought in a state court in the County of Orange, State of California.
- 16. <u>Successor and Assigns</u>. This Agreement shall be binding upon and inure to the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 17. <u>Authority to Execute</u>. Each of the persons signing below on behalf of the Parties specifically represents and acknowledges that he or she has been authorized to do so by the Party on whose behalf he or she has executed this Agreement.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SANTA ANA	SANTA ANA UNIFIED SCHOOL DISTRICT
By: Its: City Manager	By:
ATTEST	ATTEST
By: Maria D. Huizar Title: Clerk of the Council	By:Title:
APPROVED AS TO FORM Sonia R. Carvalho City Attorney	APPROVED AS TO FORM
By: Lisa E. Storck Fitle: Assistant City Attorney	By:

Exhibit A

EXHIBIT A

	Recognized Obligation Payment Schedule (ROPS 15-16A) - Notes July 1, 2015 through December 30, 2015
Item #	Notes/Comments
	Total outstanding debt or obligation amount increased to \$150,000 to appropriately reflect the remaining number of years on the debt service payments and 2 the annual cost of the continuing disclosure.
w w	Total outstanding debt or obligation amount increased to \$75,000 to appropriately reflect the remaining number of years on the debt service payments and the annual cost of the continuing disclosure.
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MEMORANDUM

To:

City of Santa Ana Redevelopment Successor Agency ("Successor Agency")

From:

Dolinka Group LLC, on behalf of Affected Taxing Entities

RE:

Unfunded Prior-Year Pass-Through Payments (ROPS 14-15B)

Date:

August 4, 2014

Summary

The Successor Agency and the below listed Affected Taxing Entities ("ATEs") have agreed to certain unfunded prior-year pass-through payments which are proposed to be included on Recognized Obligation Payment Schedule ("ROPS") 14-15B for review by the Successor Agency Oversight Board and Department of Finance. The following are the agreed to amounts:

Project Name/ Debt Obligation	Obligation Type	Payee	Description/ Project Scope	Total Outstanding Debt or Obligation
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	City of Santa Ana	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$963,528.22
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	County of Orange	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$334,831.67
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Flood Control District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$107,460.84
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Harbors Beaches and Parks CSA 26	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$83,062.20
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #1	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$98,989.74
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #2	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$17,821.18
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	OC Sanitation #7	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$2,474.27
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Cemetery Fund	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$2,701.17

Total	NA	NA	NA	\$5,081,007.97
nfunded Prior-Year Pass-Through ayment Obligations	Unfunded HSC 33607.7 Payments	ERAF	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$927,601.73
Infunded Prior-Year Pass-Through ayment Obligations	Unfunded HSC 33607.7 Payments	OC Department of Education	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$106,797.80
Infunded Prior-Year Pass-Through ayment Obligations	Unfunded HSC 33607.7 Payments	South Orange County Community College District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$9,737.60
Infunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Rancho Santiago Community College District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$406,563.48
Jnfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Tustin Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$48,295.32
Jnfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$281,356.17
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Santa Ana Unified School District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$1,638,455.62
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange County Water District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$29,403.51
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange County Transit Authority	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$15,250.60
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Water Dist-Water Reserve	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$608.03
Unfunded Prior-Year Pass-Through Payment Obligations	Unfunded HSC 33607.7 Payments	Orange Co Vector Control District	Unfunded Prior-Year Pass-Through Payment Obligations (FY 04/05 - 10/11)	\$6,068.82

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Approval of Consultant Agreement with American Mechanical

Plumbing Engineering

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 approval of a consultant agreement with American Mechanical Plumbing Engineering (AMPE). AMPE is on the Board-approved consultant list.

RATIONALE:

This agreement will allow the District to utilize AMPE services for new Proposition 39 projects at Franklin, King, Madison, Walker, Pio Pico, Sepulveda, and Wilson elementary schools, and Lathrop and McFadden intermediate schools. Please see attachment for specific projects.

FUNDING:

California Clean Energy Act Proposition 39: \$250,000 Summary of Proposition 39 Funding attached.

RECOMMENDATION:

Approve the consultant agreement with American Mechanical Plumbing Engineering for Proposition 39 projects in the amount of \$250,000 for the 2014-15 school year.

Santa Ana Unified School District

Proposition 39 Consultant Services Budget 2015

American Mechanical Plumbing Engineering, Inc. New PO's - Prop 39: Plans & specs for Prop 39 bid. 18 ea. Year 2 - Summer 2015 construction Franklin AC units, new EMS \$20,000 Plans & specs for Prop 39 bid. 10 ea. Year 2 - Summer 2015 construction Walker AC units, new EMS \$27,000 Plans & specs for Prop. 39 bid. Cooling Tower Year 2 - Summer 2015 construction Lathrop & 2 chillers. No EMS. \$6,500 Plans & specs for Prop 39 bid. 26 ea. Year 2 - Summer 2015 construction Sepulveda AC units, new EMS \$28,000 Plans & specs for Prop 39 bid. 9 ea. Year 2 - Summer 2015 construction Wilson AC units, new EMS \$16,000 Plans & specs for Prop 39 bid. 19 ea. Madison Year 2 - Summer 2015 construction AC units, new EMS \$22,000 Plans & specs for Prop. 39 bid. DSA review required (up to 6 months). Ice Harvester King Year 3 - design in 2015, construct in 2016 demo, chiller replacement, cooling tower refurbished, new EMS \$25,500 Preliminary Plans & specs for Prop. 39 bid. DSA review required (up to 6 months). Demo Year 3 - design in 2015, construct in 2016 McFadden cooling tower/chillers, install 35 ea. AC units, new EMS \$70,000 Plans & specs for Prop. 39 bid. DSA review required (up to 6 months). Ice Harvester **PioPico** Year 3 - design in 2015, construct in 2016 demo, chiller replacement, cooling tower refurbished, new EMS \$25,000 Unforseen conditions Construction contingency \$10,000 Total

\$250,000

Prop 39 - California Clean Energy Act Funding Summary

	Year 1	Year 2
	(FY 2013-14)	(FY 2014-15)
Start-up Funding	\$819,247.00	
Program Entitlement	\$ 1,911,577.00	\$2,392,117.00
Prior Year Carry Forward		\$925,531.77
Total Funding	\$2,730,824.00	\$3,317,648.77
State Approved Program-Expenditures		
- Start-Up Funding Costs	\$327,280.62	
- Harvey HVAC	\$547,651.61	
- Kennedy HVAC	\$512,208.36	
- Monte Vista HVAC	\$418,151.64	
Less Total Expenditures	\$1,805,292.23	
Funding Balance - Carry Forward	\$925,531.77	\$3,317,648.77

Applications for Future HVAC Projects:

Franklin, King, Lathrop, Madison, Pio Pico, Sepulveda, Walker, Wilson

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE:

Authorization to Award Contract for Bid Package 504 New

Construction of Two-Story Classroom Building at Saddleback High

School Under Emergency Repair Program

ITEM:

Action

SUBMITTED BY:

Joe Dixon, Assistant Superintendent, Facilities and Governmental

Relations

PREPARED BY:

Todd Butcher, Director, Construction

BACKGROUND:

The purpose of this agenda item is to seek Board authorization to award a contract for Bid Package 504 for new construction of the two-story classroom building project at Saddleback High School.

Emergency Repair Program (ERP) funding was received to replace 21 portables with a permanent two-story classroom building at Saddleback High School. These funds were released to SAUSD on August 25, 2014 from the State Allocation Board. SAUSD has 21 months for construction and completion of the project. See attachment A for additional historical background related to this project

Project Number

School

SAB Allocation for Project

61/66670-00-043

Saddleback High School

\$7,986,332

RATIONALE:

At its September 23, 2014 meeting, the Board authorized staff to obtain bids for Emergency Repair Program projects at various school sites. Legal advertisement of notice calling for bids was placed in the *Orange County Register* on February 3 and 10, 2015. Staff contacted 36 contractors, of which 17 picked up plans. On March 2, 2015, bid day, the District received nine responsive bids. Robert Clapper Construction Services, Inc. dba R.C. Construction Services represents the lowest responsive bidder.

Contractors:	Bid Amounts:	
AMG & Associates, Inc. (Withdrew bid)	\$6,055,000	
Robert Clapper Construction Services, Inc. dba R.C. Construction Services	\$6,471,000	
Woodcliff Corporation	\$6,513,000	
Dalke & Sons Construction, Inc.	\$6,586,000	
P.H. Hagopian Contractor, Inc.	\$6,679,000	
Horizons Construction Co. Int'l, Inc.	\$6,862,000	
USS Cal Builders, Inc.	\$7,248,000	
ACC Contractors, Inc.	\$7,287,000	
Plyco Corporation	\$7,470,000	

FUNDING:

State School Facility Program/Emergency Repair Program: \$6,471,000

RECOMMENDATION:

Authorize staff to award a contract to Robert Clapper Construction Services, Inc. dba R.C. Construction Services for Bid Package 504 New Construction of Two-Story Classroom Building at Saddleback High School under the Emergency Repair Program in the amount of \$6,471,000.

Frequently Asked Questions

Emergency Repair Program: 2014/2015 State Budget

- How much was allocated for <u>Emergency Repair</u>
 <u>Program (ERP)</u> from the 2014/2015 State Budget?
 The 2014/2015 State Budget allocated \$188. million
- Which districts received money and how much?

to the ERP.

Pursuant to ERP Regulations, cash proceeds have been distributed to school districts that had applications on the <u>ERP Unfunded List</u> for the amount already approved by the SAB in the order of OPSC date received.

How do school districts request funding and how soon until they receive it?

The ERP fund release is automatic and does not require the submittal of the Fund Release Authorization (Form SAB 50–05) normally required for School Facility Program. The OPSC requested the State Controller's Office (SCO) to release funds to all school district receiving an Apportionment by the SAB. The SCO releases funding to school districts based on their workload (typically 4–5 weeks).

How long will the school district have to finish the project(s) and submit an Expenditure Report (Form SAB 61–04) to OPSC?

If the funded application is a Reimbursement, and the Expenditure Report has been already submitted, no further action is needed. If the application is a Grant, the district has 15 months from the date of SAB Apportionment (or 21 months if approval is required from the Division of the State Architect on any of the projects) to complete the project and submit the Form SAB 61–04. School districts may refer to the ERP Unfunded List to determine the type of funding the school district applied and was approved for.

What happens if the school district exceeds this time limit?

If the projects are not completed and the Form SAB 61–04 is not submitted within the time limit, the entire Apportionment will be rescinded. The funds associated with the project must be immediately returned by the school district to OPSC, together

with the corresponding interest, calculated from the time of Apportionment.

See amended ERP Regulation Section 1859.330 for reference.

- If the work cannot be finished on time, is there a further extension that could be granted by OPSC?

 No, the Regulations do not provide for extensions to the Time Limit on Apportionment.
- •What happens if the school district is not able to use all the funding apportioned to an approved application?

The regulations provide ERP Grant funds, as well as interest, shall either be: applied to eligible costs for the project, as approved by the SAB; or returned to the State at the same time that the school district submits the Form SAB 61–04 to the OPSC.

See ERP Regulation Section 1859.324.2 for reference.

• If there are project savings, how is the money returned to the State?

A check must be issued to the "State of California". Write the ERP application number on the check, Mail the amount of savings and interest earned, shown in Part F of the Form SAB 61–04, together with the completed Form SAB 61–04 to

Office of Public School Construction Attention: Accounting 707 3rd Street West Sacramento, CA 95605

- •Where do I find the Regulations and forms?
 - Online resouces include the complete text of the amended ERP Regulations.

The following forms, checklists, and other resource documents are available online:

- ERP Grant Request (Form SAB 61-03)(PDF)
- ERP Expenditure Report (Form SAB 61-04)(PDF)
- Application Submittal Requirements Checklist (PDF)
- Emergency Repair Program Detailed Listing of Warrants Worksheet (PDF)
- Force Labor Account Worksheet (xls)

SADDLEBACK HIGH SCHOOL ERP BID PACKAGE 504 THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) APPROVAL DATES

Submitted to OPSC:

March 12, 2008

Approved/Unfunded:

March 24, 2010

Allocation Fund Release:

August 25, 2014

Expenditure Report filing date:

May 25, 2016

County: Orange

Date: 8/25/2014 Claim Schedule No: 2014034

Local Educational Agency: Santa Ana Unified Attn: Thelma Melendez

Attn: Thelma Melendez 1601 East Chestnut Avenue Santa Ana CA, 92701

Cha Cada	Declari Mumber	School Name	Allocation
Site Code	Project Number	School Name	per Site
6030209	61/66670-00-0026	Adams Elementary	\$169,527,00
6030233	61/66670-00-0052	Diamond Elementary	\$153,900.00
6030233	61/66670-00-0053	Diamond Elementary	\$21,602.00
6030241	61/66670-00-0039	Edison (Thomas A.) Elementary	\$171,243.00
6030266	61/66670-00-0030	Fremont Elementary	\$3,126,553.00
6108484	61/66670-00-0028	Garfield Elementary	\$289,915,00
6030274	61/66670-00-0036	Hoover Elementary	\$1,975,349.00
6030274	61/66670-00-0037	Hoover Elementary	\$203,648.00
6030217	61/66670-00-0029	Jackson (Andrew) Elementary	\$575,559.00
6058978	61/66670-00-0049	Lathrop (Julia C.) Intermediate	\$1,412,536.00
6030308	61/66670-00-0046	Lincoln (Abraham) Elementary	\$915,037.00
6030308	61/66670-00-0050	Lincoln (Abraham) Elementary	\$84,153.00
6030308	61/66670-00-0051	Lincoln (Abraham) Elementary	\$61,979.00
6030365	61/66670-00-0040	Monte Vista Elementary	\$591,369.00
3035821	61/66670-00-0022	Saddleback High	\$3,282,007.00
3035821	61/66670-00-0023	Saddleback High	\$965,957.00
3035821	61/66670-00-0031	Saddleback High	\$175,886.00
3035821	61/66670-00-0041	Saddleback High	\$878,749.00
3035821	61/66670-00-0043	Saddleback High	\$7,986,332.00 *
3036357	61/66670-00-0024	Santa Ana High	\$4,665,825.00
3036357	61/66670-00-0025	Santa Ana High	\$1,196,171.00
3036357	61/66670-00-0038	Santa Ana High	\$711,137.00
6094684	61/66670-00-0032	Spurgeon Intermediate	\$128,025.00
6094684	61/66670-00-0033	Spurgeon Intermediate	\$489,078.00
6094684	61/66670-00-0044	Spurgeon Intermediate	\$65,278.00
6094684	61/66670-00-0048	Spurgeon Intermediate	\$1,382,975.00
3036456	61/66670-00-0017	Valley High	\$30,278.00
3036456	61/66670-00-0018	Valley High	\$106,811.00
3036456	61/66670-00-0019	Valley High	\$46,137.00
3036456	61/66670-00-0020	Valley High	\$89,487.00
3036456	61/66670-00-0021	Valley High	\$529,853.00
3036456	61/66670-00-0045	Valley High	\$36,207.00
6061758	61/66670-00-0034	Willard Intermediate	\$44,771.00
6061758	61/66670-00-0035	Willard Intermediate	\$240,207.00
6061758	61/66670-00-0047	Willard Intermediate	\$941,005.00
6030449	61/66670-00-0027	Wilson Elementary	\$1,798,250.00





March 3, 2015

www.amgassociatesinc.com tony@amgassociatesinc.com

From the desk of

Anthony R. Traverso
Vice President

Nick McGrew, Sr. Construction Manager 970 Brighton Court San Dimas, CA 91773

RE:

Saddleback High School, Santa Ana Unified School District

ERP 504 - Old Portables Program

Subject:

Consent to Withdrawal Bid

Mr. McGrew

AMG & Associates, Inc. (AMG) is requesting the District consent to allow AMG to withdraw our bid for the above referenced project. On February 24, 2015 AMG downloaded the Project Documents from the "Public Planroom search folder" of the C2 PlanWell Imaging website as specified in the Notice Calling for Bid. Due to a clerical error in the Project bidding process, AMG did not include a Five Hundred Thousand Dollar (\$500,000) Allowance for unforeseen conditions, as intended by the District. Inclusion of this Allowance amount would have materially changed our bid. As such, we request consent to withdraw our bid for the project. We make this request with the understanding that in the event the project was to be re-bid, AMG would not be precluded from participating in the re-bid process.

If you have any questions or require further information please let me know.

Sincerely,

Anthony R. Traverso

Vice President

CC:

Albert M. Giacomazzi, President

Tryggvi Helgason, Sr. Estimator

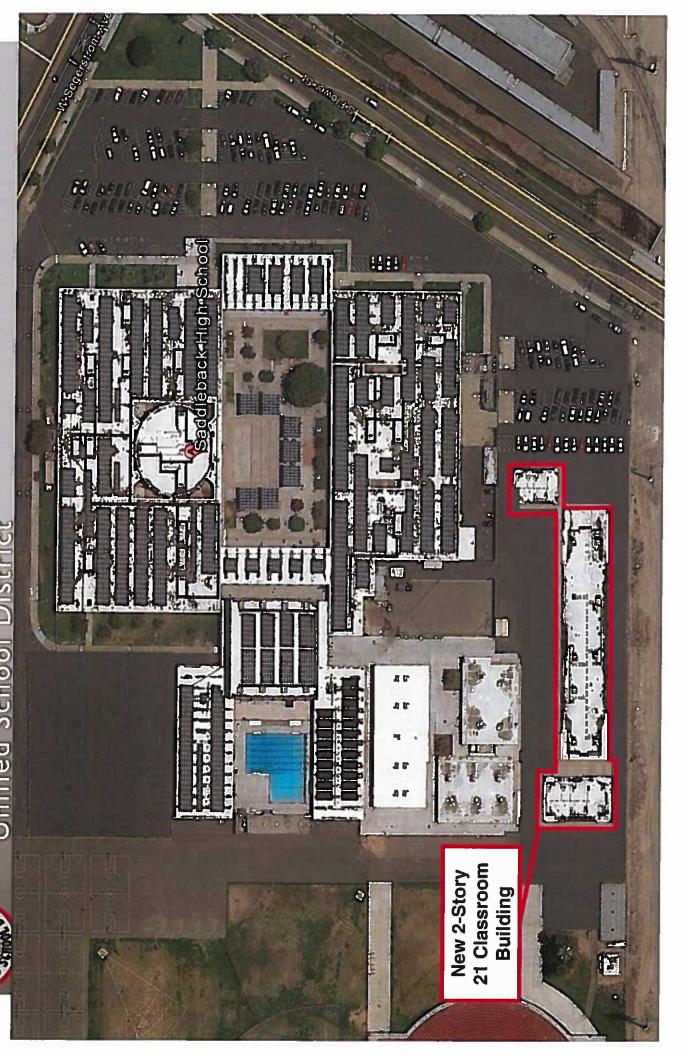
Shannon Van Aswegen, Estimating Coordination

File:

Bid 2337



Saddleback ERP



AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Approval of New Job Description: Coordinator of Technology Integration

Services

ITEM: Action

SUBMITTED BY: Mark McKinney, Associate Superintendent, Human Resources PREPARED BY: Mark McKinney, Associate Superintendent, Human Resources

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the new job description: Coordinator of Technology Integration Services. This position will report to the Director of Technology Innovation Services. The Coordinator of Technology Integration Services will provide leadership in the planning, development, implementation, and administration of technology programs and services that support technology integration district wide, including educational computing systems, technical support services, software and hardware acquisition, and system design and installation.

RATIONALE:

The Coordinator of Technology Integration Services will provide support for planning, assessment and data collection of innovative projects and faculty professional development. In addition to these duties the Coordinator provides direct support for student technologies.

This position is part of the reorganization structure of Educational Services.

The new job description is attached.

Funding for this position is within the current district budget as part of a realignment of current positions within the Educational Services.

FUNDING:

General Fund: Certificated Management Monthly Salary – Level 42: \$8,974 - \$10,186

RECOMMENDATION:

Approve the new job description: Coordinator of Technology Integration Services.





SANTA ANA UNIFIED SCHOOL DISTRICT

COORDINATOR OF TECHNOLOGY INTEGRATION SERVICES

JOB SUMMARY:

Under direction of the Director of Technology Innovation Services/designee is responsible for providing leadership in the planning, development, implementation, and administration of technology and services to support instructional services district wide, including educational computing systems, technical support services, software and hardware acquisition, and system design and installation. The Coordinator of Technology Integration Services provides support for planning, assessment and data collection of innovative projects and faculty professional development. In addition to these duties the Coordinator provides direct support for student technologies.

REPRESENTATIVE DUTIES:

- Provide information technology leadership to support instructional programs and services district wide. E
- Foster collaboration across functional areas to identify, develop and promote solutions to improve the excellence and continuity of District-wide programs and services to ensure student access and success. E.
- Provide exceptional customer service and support for instructional systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. E
- Participate in ongoing development and implementation of learning models and analytics tools within specific programs. E
- Consult on and support technology projects, including deployment of online and blended courses via the District's Learning Management System. E
- Provide support and staff development for Instructional Technology Assistants to serve as academic support mechanism to teaching and learning needs of faculty and students at each school site. E
- Create a robust professional development system and provide support to faculty Professional Learning Networks around technology integration. E
- Facilitate the integration of technology usage by faculty in their classroom activities both online and face-to-face, serve as a technology coach for and team teacher with all level faculty, and advance the use of technology integration with Common Core. E

REPRESENTATIVE DUTIES: (continued)

- Contribute to the development of the use of Mobile devices and tablets within the framework of the District plans to increase student learning and teaching strategies. E
- Elicit requirements using interviews, document analysis, requirements workshops, surveys, site visits, process descriptions, use cases, scenarios, process analysis, and task and workflow analysis. E
- Proactively communicate and collaborate with external and internal sources to analyze information needs and educational requirements. E
- Successfully engage in multiple initiatives simultaneously. E
- Work independently with administrators to define concepts and under direction of project managers. E
- Drive and challenge District and site administrator assumptions of how and when technology might be used to expand student access and support student achievement. E
- Strong analytical skills required, including a thorough understanding of how to interpret instructional needs and translate them into application and operational requirements. Assist with budget management and reports as required. E
- Excellent verbal and written communication skills and the ability to interact professionally with a diverse group of teachers, administrators, managers, and subject matter experts. E
- Develop requirements specifications according to standard templates, using natural language. E
- Collaborate with developers and subject matter experts to inform the implementation of the District's educational technology vision and analyze tradeoffs between usability and performance needs. E
- Be the liaison between the business units, technology teams support teams and teacher community. Work cooperatively and serve as a liaison between community members and outside agencies including District colleagues, parents, students, other staff members in the program. E
- Assist in implementation of a monitoring system for continuous assessment of progress toward program objectives, fiscal management, and services to students. E

REPRESENTATIVE DUTIES: (continued)

- Maintain accurate records of program implementation to assure compliance and completion of reports. E
- Participate on committees when appropriate. E
- Attend conferences, meetings, and trainings appropriate to program operation. E
- Perform duties specifically related to the program to which assigned. E
- Create, implement, and evaluate program components for compliance with district, state and federal guidelines/standards. E
- Provide appropriate staff development to staff including teachers, administrators and classified staff. E
- Facilitate parent meetings and communication with community. E
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Strong knowledge of instructional technology tools for both online and regular courses.
- Strong Knowledge of multiple computing platforms, both Mac and PC.
- Oral and written communication skills.
- Strong knowledge of mobile computing tools and platforms including, Android, IOS, Mac, and PC operating systems.
- Strong knowledge of assessment tools and techniques.
- Knowledge of data reporting techniques.
- Board Policies and Administrative Regulations.
- Applicable sections of State Education Code.
- Effective staff development practices.
- Effective research-based instructional strategies and techniques.
- Monitoring and assessment techniques.
- Community cultures.
- Special programs.
- Needs of students of differing socioeconomic, ethnic and linguistic backgrounds.
- Social, cultural, linguistic diversity of District, city and communities.
- District organizational and operational systems.

KNOWLEDGE AND ABILITIES: (continued)

Ability to:

- Ability to work in both team settings and alone.
- Organize and plan effectively.
- Lead discussions and make presentations.
- · Communicate effectively orally and in writing.
- Prepare and maintain fiscal integrity of program budget.
- Maintain weekly plans as well as long-range goals and objectives.
- Work effectively with administration, teaching staff, parents, and community.
- Utilize district student information systems and databases and other computer record systems.
- Work effectively in multicultural and bilingual environments.
- Follow district guidelines for personnel and payroll functions.
- Perform essential functions of the job.

EDUCATION AND EXPERIENCE:

- Bachelor's degree, Master's degree preferred, from an accredited institution and experience in a leadership position in education.
- At least five years' teaching or related experience.

LICENSES AND OTHER REQUIREMENTS:

- Valid California teaching credential (required)
- Administrative Services Credential (preferred)

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment.
- Drive a vehicle to conduct work.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information and make presentations.
- Seeing to read a variety of materials and drive a vehicle.
- Sitting or standing for extended periods of time.
- Dexterity of hands and fingers to write and operate equipment.
- Bending at the waist, kneeling or crouching.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

AGENDA ITEM BACKUP SHEET March 10, 2015

Board Meeting

TITLE: Board Policy (BP) 6145.2 – Athletic Competition

(Revised: First Reading)

ITEM: Action

SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the revised first read Board Policy 6145.2 – Athletic Competition.

RATIONALE:

Board Policy 6145.2 – <u>Athletic Competition</u> was last approved in November, 2002. Since that time, many new policies have been put into place at the national, state, and local levels. In addition, concussions and traumatic head injuries have become more prevalent in certain at-risk sports, for example, football.

At a minimum, the revised board policy must address the following:

- Nondiscrimination and equivalent opportunities in the athletic program
- Health and safety
- Parental notification
- Risk management/insurance

FUNDING:

Not Applicable

RECOMMENDATION:

Revised for first reading Board Policy 6145.2 – <u>Athletic Competition</u>.

DM:RO:sz

SANTA ANA UNIFIED SCHOOL DISTRICT

Instruction BP 6145.2 (a)

Athletic Competition

The Governing Board recognizes that the athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social and emotional well-being of participating students, and provides them with an opportunity to learn beneficial character development skills. The athletic program shall be designed to meet students' interests and abilities and be varied in scope to attract wide participation. (cf. 3530-Risk Management/Insurance) (cf. 3541.1-Transportation for School-Related Trips) (cf. 5137-Positive School Climate) (cf. 6142.7-Physical Education) (cf. 7110-Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel. (cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The District's athletic program shall be free from discrimination and discriminatory practices in accordance with state and federal law. The Superintendent or designee shall ensure that equivalent opportunities are provided for both genders. (cf. 0410-Nondiscrimination in District Programs and Activities) (cf. 5145.3-Nondiscrimination/Harassment) (cf. 5145.7-Sexual Harassment)

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220-221.5, 230; 5 CCR 4920; 34 CFR 106.41) (cf. 0410-Nondiscrimination in District Programs and Activities) (cf. 5145.3-Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the team is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Any complaint regarding the District's athletic program shall be filed in accordance with BP/AR 1312.3-Uniform Complaint Procedures (cf. 1312.3-Uniform Complaint Procedures)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective or the gender listed on the student's records.

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5CCR 4921; 34 CFR 106.41)

When determining whether equivalent opportunities are available to both sexes in athletic programs, the Superintendent or designee shall consider, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes if it meets one of the following criteria: (Education Code 230)

- a. The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.
- b. When the members of one sex have been and are underrepresented among interscholastic athletes, the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.
- c. When the members of one sex are currently underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #b above, the district can demonstrate that the interest and abilities of the members of that sex have been fully and effectively accommodated by the present program.
- 2. The provision and maintenance of equipment and supplies
- 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
- 4. Travel and per diem allowances
- 5. Opportunities to receive coaching and academic tutoring
- 6. Assignment and compensation of coaches and tutors
- 7. Provision of locker rooms and practice and competitive facilities

- 8. Provision of medical and training facilities and services
- 9. Provision of housing and dining facilities and services
- 10. Publicity
- 11. Provision of necessary funds

Sportsmanship

The Board supports the ideals of good sportsmanship, ethical conduct and fair play, and expects student athletes, coaches, spectators and others to demonstrate these principals during all athletics competitions.

In preparing for and participating in athletic competitions, students and staff shall abide by the core principles of trustworthiness, respect, responsibility, fairness, caring and citizenship, as adopted by the California Interscholastic Federation (CIF) in its publication "Pursuing Victory with Honor."

Students and staff may be subject to disciplinary action for improper conduct. (cf. 3515.2) – Disruptions) (cf. 5144-Discipline) (cf. 5144.1-Suspension and Expulsion/Due Process)

California Interscholastic Federation

The Board maintains membership in the California Interscholastic Federation (CIF) and requires that interscholastic athletic activities be conducted in accordance with Board policy, administrative regulation and CIF bylaws and rules. The Superintendent or designee shall have responsibility for the District interscholastic athletic program while the principal or designee at each participating school shall be responsible for the site-level decisions as appropriate.

Upon recommendation of the Superintendent, the Board shall annually designate an employee from each high school to serve as a representative to the local CIF league. Appointees shall represent the District in performing all duties required by the CIF league. In making this selection, the Board shall consider the employee's understanding of the District's goals for student learning and interscholastic and extracurricular activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the District, and individual interpersonal communication and leadership skills.

The Superintendent or designee shall ensure that the District representatives to CIF report regularly to the Board on league, section and statewide issues, as well as activities and prospective actions related to athletics.

Student Eligibility

The first priority of student athletes shall be commitment to their education and academic achievement. Eligibility requirements for participation in the District's interscholastic athletic program are the same as those set by the District for participation in extracurricular and co-

curricular activities. (cf. 5111.1-District Residency) (cf. 5118 Transfers) (cf. 5121-Grades/Evaluation of Student Achievement) (cf. 6145-Extracurricular and Co-curricular Activities) (cf. 6146.1-High School Graduation Requirements) (cf. 6162.52-High School Exit Examination)

In addition, the Superintendent or designee shall ensure that students participating in CIF league athletics satisfy any additional CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program.

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Universal precautions shall be observed when injuries occur. (cf. 4119.42/4219.42/4319.42-Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43-Universal Precautions) (cf. 5141.1-Accidents) (cf. 5141.21-Administering Medication and Monitoring Health Condition) (cf. 5141.23 Infectious Disease Prevention)

High schools students must have an annual physical examination. All intermediate and high school students must show proof of insurance coverage prior to their participation in the interscholastic athletic program.

Students shall have a medical clearance before participating in the interscholastic athletic program. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries. (cf. 5131.61-Drug Testing) (cf. 5131.63-Anabolic Steroids) (cf. 5141.3-Health Examinations) (cf. 5141.6 – School Health Services) (cf.5143 - Insurance)

Coaches and appropriate District employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year. (cf. - 5142 - Safety)

In the event that an injury occurs, the coach or other appropriate district employee shall observe universal precautions and shall remove the student athlete from the activity and/or seek medical treatment for the student as appropriate. (cf. 4119.42/4219.42/4319.42-Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43-Universal Precautions) (cf. 5141 – Health Care and Emergencies) (cf. 5141.21-Administering Medication and Monitoring Health Condition) (cf. 5141.22 –Infectious Diseases)

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475) (cf. 5145.6 – Parental Notifications)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The Superintendent or designee shall provide training to coaches, athletic trainers, and/or school nurses regarding concussion symptoms, prevention, and appropriate response.

(cf. 4127/4227/4327 – Temporary Athletic Team Coaches)

Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parent/guardians which:

- 1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator (cf. 1312.3 Uniform Complaint Procedures)
- 2. Includes a copy of the Athletes' Bill of Rights pursuant to Education Code 271
- 3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare (cf. 3530 Risk Management/Insurance)
- 4. Provides information about insurance protection pursuant to Education Code 32221.5 (cf. 5143 Insurance)
- 5. Request parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions. (cf. 3541.1 Transportation for School-Related Trips)
- 6. States the Governing Board's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship (cf. 5144 Discipline) (cf. 5144.1 Suspension and Expulsion/Due Process)

- 7. Includes a copy of the local California Interscholastic Federation (CIF) league rules.
- 8. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency. (cf. 5131.63 Steroids)

Supervision

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, training, and preparation for competition. Athletic events shall be officiated by qualified personnel.

Legal Reference:

EDUCATION CODE		
200-261	Prohibition of discrimination on the basis of sex	
270-271	Athletes Bill of Rights	
17580-17581	Football equipment	
32221.5	Required insurance for athletic activities	
33353-33353.5	California Interscholastic Federation; implementation of policies, insurance program	
33354	California Department of Education authority over interscholastic athletics	
35160.5	District policies; rules and regulations	
35161	Powers and duties generally	
35179	Interscholastic athletics	
48850	Interscholastic athletics; students in foster care	
<mark>48900</mark>	Grounds for suspension and expulsion	
48930-48938	Student organizations	
49020-49023	Athletic programs; legislative intent, equal opportunity,	
	apportionment, prohibited sex discrimination	
49030-49034	Performance-enhancing substances	
<mark>49458</mark>	Health examinations, interscholastic athletic program	
49475	Health and safety, concussions and head injuries	
<u>51242</u>	Exemption from physical education for high school	
	students in interscholastic athletic program	
60850-60856	High School Exit Examination	

PENAL CODE

245.6 Hazing CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education

programs, especially: receiving state financial assistance

4920-4922 Nondiscrimination in intramural, interscholastic, and

club activities

Supervision of extracurricular activities of pupils

5590-5596 Employment of non-certificated coaches

UNITED STATES CODE, TITLE 20

1681-1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

Nondiscrimination on the basis of sex in education

programs or activities

106.33 Comparable facilities

Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 594 F. 3d 1095 Kahn v. East Side Union High School District, (2004) 31 Cal. 4th 990t McCormick v. School District of Mamaroneck, (2004) 370 F. 3d 275

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS

Student Fees Litigation Update, Education Legal Alliance Advisory, May 20, 2011

A School Board Member's Guide to CIF and Interscholastic Sports, 1997

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

California Interscholastic Federation Constitution and Bylaws

A guide to Equity in Athletics

Acute Concussion Evaluation (ACE) Care Plan, 2006

Pursuing Victory with Honor, November 1999

California Interscholastic Federation Constitution and Bylaws, 1996-97

CENTERS FOR DISEASE CONTROL AND PREVENTION PURBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

OFFICE FOR CIVIL RIGHTS, U.S. DEPARTMENT OF EDUCATION

PUBLICATIONS

Intercollegiate Athletics Policy Clarification: The Three-Part Test – Part Three, Dear Colleague letter, April 20, 2010

WEB SITES

CSBA: http://www.csba.org

California Department of Education: http://www.cde.ca.gov
California Interscholastic Federation: http://www.cifstate.org

Centers for Disease Control and Prevention, Concussion Resources:

http://www.cdc.gov/concussion

National Federation of State High School Associations: http://www.nfhs.org

National Operating Committee on Standards for Athletic Equipment: http://www.nocsae.org

U. S. Anti-Doping Agency: http://www.usada.org

U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Adopted: (6-76 2-77) 11-02 Santa Ana, CA