

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, May 12, 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 three minutes to address the Board on agenda or nonagenda items. The Board may limit the total time for public input on each item to 20 minutes. With the Board's consent, the Board President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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

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

### **Televised Meeting Schedule**

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

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

BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
MAY 12, 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: Assistant Superintendent, Facilities and Governmental Relations

- 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, SASPOA, CWA  
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.

- Century – Sofia Tam; Godinez – Paloma Dueñas; Griset Academy – Denyse Paredes; Middle College – Pablo Jimenez; Santa Ana – Hanna Galvan

## RECOGNITIONS / ACKNOWLEDGMENTS

- Santa Ana Public Schools Foundation Scholarship 2015 Recipients

## 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 - April 28, 2015
- 1.2 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.3 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.4 Approval of 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
- 1.5 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.6 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.7 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of April 15, 2015 through April 28, 2015
- 1.8 Ratification of Expenditure Summary and Warrant Listing for Period of April 15, 2015 through April 28, 2015

- 1.9 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: EMP 1400644 RV
- 1.10 Adoption of Resolution No. 14/15-3053 - Establish Education Protection Account
- 1.11 Adoption of Resolution No. 14/15-3056 – Authorization of a Board Members' Absence from Board Meeting
- 1.12 Acknowledgement of Receipt of Orange County Educational Arts Academy Charter School Charter Renewal Petition
- 1.13 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

Items removed from Consent Calendar for discussion and separate action:

---

#### PUBLIC HEARING

- Charter Petition for Citrus Springs Charter School
- Charter Petition for Ednovate Santa Ana College Prep Charter School

#### PRESENTATION

- Review of 2015-16 Initial Draft of Local Control Accountability Plan

#### REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Resolution No. 14/15-3052- Opposition of Assembly Bill 715 Regarding Developer Fees
- 3.0 Approval to Dispose Surplus District-Wide Portable Buildings
- 4.0 Approval of Agreement between Achieve3000 and Extended Learning Programs for Period of June 1, 2015 through August 30, 2015
- 5.0 Approval of Agreement between Teach for America for 2015-17 School Year
- 6.0 Approval of Agreement with Stanford Center for Assessment, Learning, and Equity/Understanding Language for Period of May 13, 2015 through September 30, 2015

- 7.0 Approval of Consultant Agreement with Attar and Jamoo, Attorneys at Law for Period of July 1, 2015 through June 30, 2016
- 8.0 Approval of Consultant Agreement with Education Pioneers for Period of June 15, 2015 through August 21, 2015
- 9.0 Approval of Consultant Agreement with iFusion Solutions, Inc., for Period of July 1, 2015 through June 30, 2016
- 10.0 Approval of Memorandum of Understanding for Renewal between California Partnership for Achieving Student Success Plus and Career, Technology, and Education/Regional Occupational Center
- 11.0 Approval of ST Math License Renewal with MIND Research Institute for 2015-16 School Year
- 12.0 Authorization to Renew Contract for District Legal Services for Various Departments for 2015-16 Fiscal Year
- 13.0 Authorization to Award Contracts for Year-Two Energy Efficient Related Projects at Franklin, Madison, Sepulveda, Walker, Wilson Elementary Schools, Lathrop Intermediate School, and Saddleback, Santa Ana, Segerstrom, and Valley High Schools
- 14.0 Authorization to Award Contracts for Bid Packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center Under Modernization Program Phase II
- 15.0 Authorization to Reject and Rebid Bid Packages 8, 11-12, and 15-16 at Mitchell Child Development Center Under Modernization Program Phase II
- 16.0 Approval of Substitute Subcontractor for Bid Package No. 17.1 New Construction of Stadium Bleachers, Lighting, and Restroom Building at Century High School Utilizing an Alternative Delivery Method Under Overcrowding Relief Grant Program
- 17.0 Approve or Deny Charter Petition for Proposed Irvine/Newport Development Area Charter School and if Approved Adopt Resolution No. 14/15-3058 Implementing that Action

## BOARD REPORTS

## ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, May 26, 2015, at 6:00 p.m.

## AGENDA ITEM BACKUP SHEET

May 12, 2015

### Board Meeting

**TITLE:** Santa Ana Public Schools Foundation Scholarship 2015 Recipients

**ITEM:** Recognition

**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent

**PREPARED BY:** Rick Miller, Ph.D., Superintendent

---

#### BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize District students who are recipients of the 2015 Santa Ana Public Schools Foundation Scholarship.

#### RATIONALE:

The Santa Ana Public Schools Foundation provides a significant level of support for the education of the students in the Santa Ana Unified School District. The 2015 scholarship types provided by the Foundation are:

- *Adelante* \$500
- *Retired SAUSD Administrators* \$500
- *Soroptimist* \$750
- *Merit* \$1,000
- *Santa Ana Business Supported* \$1,000

#### FUNDING:

Not Applicable

#### RECOMMENDATION:

Recognize scholarship recipients of the 2015 Santa Ana Public Schools Foundation.

RM:rr

# 2015

## SANTA ANA PUBLIC SCHOOLS FOUNDATION SCHOLARSHIP RECIPIENTS

### *Adelante \$500*

- Complete Early Decision Program For Santa Ana College
- Must enroll in 9 college credits each term at SAC

1. Natalie Chico	Middle College High School
2. Edgar M. Contreras	Segerstrom High School
3. Long Gip	Valley High School
4. Luz Hernandez	Saddleback High School
5. Elias Herrera	Century High School
6. Oscar Moran	Godinez High School
7. Eymy Murrillo	Cesar Chavez High School
8. Katia Zepedea	Santa Ana High School

### *Retired SAUSD Administrators \$500*

- Academic success, community service, exemplary leadership
- 300 word essay required with application

1. Selene Cruz	Segerstrom High School
2. Luis Angel Gonzalez	Godinez High School
3. Jacqueline Hernandez	Century High School
4. Daniel Macias	Valley High School
5. Isabel Xionen Ortiz	Middle College High School
6. Monique Damaris Torres	Valley High School



## *Soroptimist \$750*

- Female student with financial need
- U.S. Citizen
- Minimum 2.0 cumulative high school GPA or higher
- Must enroll in 9 college credits first term
- 200-300 word essay required with application

1. Melissa Arias

Segerstrom High School

## *Merit \$1,000*

- Outstanding leadership, academic achievement
- 3.5 cumulative high school GPA or higher

1. Vianca Benitez

Valley High School

2. Everlig Castrejon

Saddleback High School

3. Fabiola Cuevas Flores

Segerstrom High School

4. Cesar Gomez

Century High School

5. Juan Jose Gonzalez

Godinez High School

## *Santa Ana Business Supported \$1,000*

- Worked while attending High School
- 200 words listing of each job and why you liked or disliked it
- 3.0 cumulative high school GPA or higher

1. Trang Nguyen

Valley High School

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

April 28, 2015

CALL TO ORDER

The meeting was called to order at 5:13 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Ms. Amezcua and Mr. Richardson. Mr. Hernández was absent.

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

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 5:13 p.m. to consider student discipline, existing litigation, personnel matters, and negotiations.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:18 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Marlen Buitron, Eighth-grade student at Mendez Fundamental Intermediate School.

HIGH SCHOOL STUDENT AMBASSADOR

Valley - Cindy Cuevas

Ambassador, Cindy Cuevas provided highlights to the Board of current events, information, and activities at Valley High School.

RECOGNITIONS / ACKNOWLEDGMENTS

Certificated Employee of the Month for April 2015, Vivian Hanson

Ms. Hanson, Teacher at Pio Pico, was selected as the Certificated Employee for the month of April 2015 because she not only promotes her students' academic achievement during the regular instructional day, she also provides additional tutoring on a volunteer basis.

Classified Employee of the Month for April 2015, Albar Velasco

Mr. Velasco, Technology Instructional Assistant at Romero Cruz, was selected as the Classified Employee for the Month of April 2015 because of his focus on student success and his commitment to ensure that all students have ample opportunities to access technology and develop digital literacy skills.

**SUPERINTENDENT'S REPORT**

Dr. Miller opened his report by mentioning that Ed Trust-West conducted an audit of student transcripts and a-g coursework requirements. He also mentioned the productive engagement of Chinese students and their visit to Heninger, Lowell Mendez, and Spurgeon schools. Dr. Miller stated the District has a partnership with actor/director Edward James Olmos and provided a three minute video on the great work taking place at Heninger Elementary with 4<sup>th</sup> and 5<sup>th</sup> grade students. He also mentioned the Honor orchestra Concert, Parent of the Year Celebration, McFadden's 50<sup>th</sup> Anniversary Celebration and Difference Makers Senior Luncheon. Dr. Miller concluded his report by announcing Artspiration, Thursday, April 30, at the Bowers Museum.

PUBLIC PRESENTATIONS

Maricela Bustos addressed the Board related to Dual Immersion at Carr Intermediate School. Karen Gallagher and Oliver Sicat addressed the Board related to Ednovate Charter School. Lou Correa addressed the Board related to Dual Immersion at Carr Intermediate School. Pablo Antonio, Juana Vela, Maria Gomez-Greenberg, Mirella Rodriguez, Blanca Landin, and Fernando Gutierrez addressed the Board related to a personnel matter.

**1.0 APPROVAL OF CONSENT CALENDAR**

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

- 1.5 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
- 1.10 Approval of Orange County Department of Education Countywide Expulsion Plan for Providing Educational Services for Expelled Students in Orange County
- 1.11 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/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of March 10, 2015 through April 27, 2015
- 1.15 Approval of Agreement Between Agile Mind and Educational Services for April 29, 2015 through June 30, 2015
- 1.24 Ratification of Membership between National Academy Foundation and Century High School for 2014-15 School Year
- 1.25 Ratification of Consultant Agreement between Pearson and Santa Ana Unified School District for April 14, 2015 through April 15, 2015
- 1.26 Ratification of Agreement with Orange County Superintendent of Schools for the Period of December 10, 2014 through June 30, 2015
- 1.28 Ratification of Stipend Agreement with Partnership for Children and Youth for Period of March 23, 2015 through November 1, 2015
- 1.29 Approval of Memorandum of Understanding between Digital Promise and Santa Ana Unified School District for the Period of April 29, 2015 through December 31, 2015
- 1.30 Authorization to Utilize California Multiple Award Schedule Contract with Downtown Ford Sales, Elk Grove Auto Group, Hanford Toyota, Livermore Ford, Swift Jeep Chrysler Plymouth Dodge, Winner Chevrolet, and Wondries Fleet Group for Purchase of Vehicles Districtwide
- 1.31 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of March 11, 2015 through April 14, 2015
- 1.40 Approval of Revised Job Descriptions: Computer Operations Analyst, Help Desk Analyst, Help Desk Technician, ITV Operations Specialist, ITV Systems Engineer, Network Technician, Television Systems Technician, User Services Analyst I, and Web Developer

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to approve the remaining items on the Consent Calendar as follows:

- 1.1 Approval of Regular Board Minutes - March 24, 2015
- 1.2 Summarized Data of Williams Settlement Third Quarterly Report
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests
- 1.4 Approval of Adoption for High School Advanced Placement Biology Textbook
- 1.6 Approval of Head Start Eligibility, Recruitment, Selection, Enrollment, and Attendance Policies and Procedures for 2015-16 Program Year
- 1.7 Approval of Head Start Period One Monitoring Corrective Action Plan for 2014-15 Program Year
- 1.8 Approval of Head Start Self-Assessment Corrective Action Plan for 2014-15 Program Year
- 1.9 Approval of Second Assessment Child Outcomes and School Readiness Action Plan
- 1.12 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2014-15 School Year
- 1.14 Approval of Agreement Between HighScope Foundation and Head Start Program for the Period of April 29, 2015 through June 30, 2015
- 1.16 Approval of Agreement with Orange County Superintendent of Schools for the Period of April 29, 2015 through June 24, 2015
- 1.17 Approval of Consultant Agreement between AVID Center and Santa Ana Unified School District for AVID College Readiness System for July 1, 2015 through June 30, 2016
- 1.18 Approval of Consultant Agreement between AVID Center and Santa Ana Unified School District for AVID STEM Math and Science Summer Bridge Program for July 1, 2015 through June 30, 2016
- 1.19 Approval of Consultant Agreement between Education Solutions and Results and Spurgeon Intermediate School for May 1, 2015 through June 30, 2015
- 1.20 Approval of Consultant Agreement for Dr. Robin Morris for Psycho-Educational Independent Educational Evaluation Services for 2014-15 School Year
- 1.21 Approval of Consultant Agreement with Achievement Equity, Inc., for Period of April 29, 2015 through June 30, 2015
- 1.22 Approval of Consultant Agreement Increase for School Services of California

- 1.23 Approval of Renewal of Service Agreement between Santa Ana Unified School District and SchoolsFirst Federal Credit Union for Automated Teller Machine
- 1.27 Ratification of Amendment to Service Agreement with The Regents of University of California Center for Educational Partnerships for 2013-14 School Year
- 1.32 Ratification of Expenditure Summary and Warrant Listing for Period of March 11, 2015 through April 14, 2015
- 1.33 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File Numbers: LBI 400269 RV, LBD 1500632 JT, LBN 1500690 RV, LBI 1400639 RV, and 2015-1
- 1.34 Acknowledgement of Receipt of Citrus Springs Charter School Charter Petition
- 1.35 Acknowledgement of Receipt of Ednovate Santa Ana College Prep Charter School Charter Petition
- 1.36 Approval of Substitute Subcontractor for Bid Package No. 1 New Building and Sitework - Painting at Wilson Elementary School Under Overcrowding Relief Grant Program
- 1.37 Approval of Deductive Change Order No. 1 for Bid Package Increment 1 Grading and Ground Utilities at SAUSD Sports Complex
- 1.38 Acceptance of Completion of Contract for Bid Package Increment 1 at Santa Ana Unified School District Sports Complex
- 1.39 Adoption of Resolution No. 14/15-3050 - Authorization of a Board Members' Absence from Board Meetings
- 1.41 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.5 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

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the extended field trip(s) in accordance with Board Policy (BP) 6153 - School -Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School Sponsored Trips.

1.10 Approval of Orange County Department of Education Countywide Expulsion Plan for Providing Educational Services for Expelled Students in Orange County

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Triennial Countywide Expulsion Plan for providing educational services to all expelled students in Orange County.

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

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the expulsion of students for violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915© according to Board Policy 5144.1. Student No. 4, ID# 358477 change expulsion recommendation to Option 2, to expel for two semesters; Student No. 7, ID# 366718 change expulsion placement to Community Day School.

329489 - McFadden

For the violation of Education Code Section 48900, paragraph B that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.

321329 - Valley

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

336525 - Spurgeon

For the violation of Education Code Section 48900, paragraph A, .7 that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.

358477 - Spurgeon

For the violation of Education Code Section 48900, paragraph A, G that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.

344782 - Spurgeon

For the violation of Education Code Section 48900, paragraph A, G that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.

330446 - Willard

For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.

366718 - Willard

For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after April 28, 2016.

- 1.13 Approval/Ratification of Listing of Agreements/Contracts with Santa Ana Unified School District and Various Consultants Submitted for Period of March 10, 2015 through April 27, 2015

It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 4-0, to approve/ratify the listing of agreements/contracts with the Santa Ana Unified School District and various consultants submitted for the period of March 10, 2015 through April 27, 2015.

- 1.15 Approval of Agreement Between Agile Mind and Educational Services for April 29, 2015 through June 30, 2015

It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 4-0, to approve the agreement between Agile mind and Educational Services for April 29, 2015 through June 30, 2015.

- 1.24 Ratification of Membership between National Academy Foundation and Century High School for 2014-15 School Year

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to ratify the membership between the National Academy Foundation (NAF) and Century High School for the 2014-15 school year.

- 1.25 Ratification of Consultant Agreement between Pearson and Santa Ana Unified School District for April 14, 2015 through April 15, 2015

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to ratify the consultant agreement between Pearson and the Santa Ana Unified School District for April 14, 2015 through April 15, 2015.

- 1.26 Ratification of Agreement with Orange County Superintendent of Schools for the Period of December 10, 2014 through June 30, 2015

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to ratify the agreement with the Orange County Superintendent of Schools for the period of December 10, 2014 through June 30, 2015.

- 1.28 Ratification of Stipend Agreement with Partnership for Children and Youth for Period of March 23, 2015 through November 1, 2015

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to ratify the stipend agreement with partnership for Children and Youth for the period of March 23, 2015 through November 1, 2015.

- 1.29 Approval of Memorandum of Understanding between Digital Promise and Santa Ana Unified School District for the Period of April 29, 2015 through December 31, 2015

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Memorandum of Understanding between Digital Promise and SAUSD for the period of April 29, 2015 through December 31, 2015.



- 1.30 Authorization to Utilize California Multiple Award Schedule Contract with Downtown Ford Sales, Elk Grove Auto Group, Hanford Toyota, Livermore Ford, Swift Jeep Chrysler Plymouth Dodge, Winner Chevrolet, and Wondries Fleet Group for Purchase of Vehicles Districtwide

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to authorize staff to utilize the California Multiple Award Schedule Contract No. 1-14-23-23, with Downtown Ford Sales, Elk Grove Auto Group, Hanford Toyota, Livermore Ford, Swift Jeep Chrysler Plymouth Dodge, Winner Chevrolet, and Wondries Fleet Group for the purchase of Vehicles Districtwide.

- 1.31 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of March 11, 2015 through April 14, 2015

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to ratify Purchase Order Summary and Listing of Orders \$25,000 and over for the period of March 11, 2015 through April 14, 2015.

- 1.40 Approval of Revised Job Descriptions: Computer Operations Analyst, Help Desk Analyst, Help Desk Technician, ITV Operations Specialist, ITV Systems Engineer, Network Technician, Television Systems Technician, User Services Analyst I, and Web Developer

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the following revised job descriptions: Computer Operations Analyst (to Application Support Operations Analyst); Help Desk Analyst; Help Desk Technician; ITV Operations Specialist (to Media Operations Specialist); ITV Systems Engineer (to Media Systems Engineer); Network Technician; Television Systems Technician (to Media Systems Technician); User Services Analyst I (to Business Analyst I): Web Developer (to Web Infrastructure System Administrator)

PRESENTATION

Overview of Advancement Via Individual Determination Program

Terri Verhaegen, AP/AVID Program Specialist provided information to the Board related to the AVID school-wide college readiness system and its impact on students.

**REGULAR AGENDA - ACTION ITEMS**

- 2.0 AUTHORIZATION TO AWARD CONTRACT FOR AFTER-SCHOOL ENRICHMENT PROGRAM PROVIDER SERVICES FOR 2015-18 SCHOOL YEARS

Item Pulled / no action taken - tabled for May 26, 2015.

3.0 FACILITIES UPDATE: PRIORITIZATION OF PROJECTS

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 3-1, Ms. Iglesias dissenting, to approve the naming of the Sports Complex located at Valley High School as the Santa Ana Public Schools Sports Complex.

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to approve the facility priorities up to an aggregate amount of \$15,000,000 as Priority 1 - Valley P2P; Priority 2 - Sports Complex-additional restroom/concession; Priority 3 - Sports Complex - all fields multi-purpose; Priority 4 - Sports Complex - all fields with scoreboard; Priority 5 - Segerstrom field; Priority 6 - Godinez field.

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, to approve the tentative close-out of Measure G in fall 2015 - target date of October 1, 2015.

4.0 ADOPTION OF RESOLUTION NO. 14/15-3048 - PROCLAIMING MAY 2015 AS ASIAN PACIFIC AMERICAN HERITAGE MONTH

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to adopt Resolution No. 14/15-3048 proclaiming May 2015 as Santa Ana Unified School District's Asian Pacific American Heritage Month.

5.0 ADOPTION OF RESOLUTION NO. 14/15-3040 - PROCLAIMING MAY 4-8, 2015, AS NATIONAL TEACHER/SUPPORT STAFF APPRECIATION WEEK AND MAY 18-22, 2015, AS CLASSIFIED SCHOOL EMPLOYEE WEEK

It was moved by Ms. Iglesias, seconded by Mr. Richardson, and carried 4-0, to adopt Resolution No. 14/15-3040 proclaiming May 4-8, 2015, as National Teacher/Support Staff Appreciation Week and May 18-22, 2015, as Classified School Employee Week.

6.0 ADOPTION OF RESOLUTION NO. 14/15-3041 - PROCLAIMING MAY 6-12, 2015, AS NATIONAL SCHOOL NURSES' WEEK

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 4-0, to adopt Resolution No. 14/15-3041 proclaiming May 6-12, 2015, as National School Nurses' Week.

7.0 ADOPTION OF RESOLUTION NO. 14/15-3042 - PROCLAIMING MAY 11-17, 2015 AS NATIONAL POLICE WEEK

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to adopt Resolution No. 14/15-3042 proclaiming May 11-17, 2015, as National Police Week.

**BOARD AND STAFF REPORTS/ACTIVITIES**

Mr. Richardson

- Announced the 3<sup>rd</sup> Annual Artspiration, hosted by the Santa Ana Public Schools Foundation on Thursday, April 30, 2015, at the Bowers Museum;
- Attended Parent of the Year event at Segerstrom High School;
- Attended the 50<sup>th</sup> Anniversary of McFadden Intermediate School.

Ms. Amezcua

- Attended in the Chinese Student-Delegate visit at Heninger Elementary School on April 15;
- Attended Parent of the Year;
- Attended the Santa Ana Chamber of Commerce-Difference Makers Senior Luncheon;
- Attended the LGBT Conference.

Mr. Iglesias

- Attended Parent of the Year recognition;
- Attended a parent meeting at Carr Intermediate School;
- Attended the 2015 AVID Senior Standout Recognition and Scholarship Presentation at the Irvine Barclay Theatre;
- Attended the 4<sup>th</sup> Annual Cooking-Up Change Competition event on April 23<sup>rd</sup>, Valley High School had two teams competing;
- Attended the Youth Financial Literacy Conference, sponsored by Templo Calvario and National Diversity Coalition at Santa Ana High School.

Mr. Palacio

- Announced the Classified School Employees of the Year Reception and Awards Ceremony, May 6<sup>th</sup> at Santa Ana High School;
- Announced the Educators of the Year Reception and Awards Ceremony, May 7<sup>th</sup> at Santa Ana High School;
- Had a tour of the Orange County Therapeutic program;
- Attended the Chinese Delegate visit at Heninger Elementary School;
- Attended the Youth Financial Literacy Conference;
- Attended the NJROTC Military Ball hosted by Saddleback High School Ball at Valley High;
- Attended the Valley High School Dance Concert;
- Attended the Mendez Fundamental Intermediate School 15<sup>th</sup> Anniversary, celebrated on Saturday, April 25<sup>th</sup>;
- Participated in the Santa Ana Youth Organization Panel;
- Attended Parent of the Year recognition;
- Attended the Santa Ana Chamber of Commerce-Difference Makers Senior Luncheon.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 9:58 p.m. to consider student discipline, personnel matters, and negotiations.

RECONVENE OPEN MEETING

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

**REPORT OF ACTION TAKEN IN CLOSED SESSION**

By a vote of 4-0, the Board took action to approve the suspension without pay and dismissal of permanent certificated employee, as named in Closed Session - Employee ID# 15159, effective April 28, 2015.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	<u> X </u>	Richardson	_____	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u> X </u>	Hernández	_____
Ayes:	Palacio	<u> X </u>	Iglesias	<u> X </u>	Amezcu	<u> X </u>	Richardson	<u> X </u>	Hernández	_____
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u> 4 </u>	Noes	<u> 0 </u>	Abstain	_____	Absent	<u> 1 </u>		

By a vote of 4-0, the Board took action to appoint Daniel Allen to the position of Executive Director of School Renewal.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	<u> X </u>	Richardson	_____	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u> X </u>	Hernández	_____
Ayes:	Palacio	<u> X </u>	Iglesias	<u> X </u>	Amezcu	<u> X </u>	Richardson	<u> X </u>	Hernández	_____
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u> 4 </u>	Noes	<u> 0 </u>	Abstain	_____	Absent	<u> 1 </u>		

By a vote of 4-0, the Board took action to appoint Emil Ahangarzadeh, Ed.D. to the position of Coordinator of Technology Integration Services.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u> X </u>	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	<u> X </u>	Richardson	_____	Hernández	_____
Ayes:	Palacio	<u> X </u>	Iglesias	<u> X </u>	Amezcu	<u> X </u>	Richardson	<u> X </u>	Hernández	_____
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u> 4 </u>	Noes	<u> 0 </u>	Abstain	_____	Absent	<u> 1 </u>		

By a vote of 4-0, the Board took action to appoint Melvin Cortez to the position of Hoover Elementary School, Principal.

Moved:           Palacio   X   Iglesias        Amezcua        Richardson        Hernández         
 Seconded:       Palacio        Iglesias        Amezcua        Richardson   X   Hernández         
 Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández         
 Noes:           Palacio        Iglesias        Amezcua        Richardson        Hernández         
 Final Vote:      Ayes   4   Noes   0   Abstain        Absent   1  

By a vote of 4-0, the Board took action to appoint Steve Kotsubo to the position of Kennedy Elementary School, Principal.

Moved:           Palacio   X   Iglesias        Amezcua        Richardson        Hernández         
 Seconded:       Palacio        Iglesias        Amezcua        Richardson   X   Hernández         
 Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández         
 Noes:           Palacio        Iglesias        Amezcua        Richardson        Hernández         
 Final Vote:      Ayes   4   Noes   0   Abstain        Absent   1  

By a vote of 3-1, the Board took action to appoint Laura Martin to the position of Muir Fundamental Elementary School, Principal.

Moved:           Palacio   X   Iglesias        Amezcua        Richardson        Hernández         
 Seconded:       Palacio        Iglesias        Amezcua        Richardson   X   Hernández         
 Ayes:           Palacio   X   Iglesias        Amezcua   X   Richardson   X   Hernández         
 Noes:           Palacio        Iglesias   X   Amezcua        Richardson        Hernández         
 Final Vote:      Ayes   3   Noes   1   Abstain        Absent   1  

By a vote of 4-0, the Board took action to appoint Juan Jaime Ramirez to the position of Roosevelt Elementary School, Principal.

Moved:           Palacio        Iglesias   X   Amezcua        Richardson        Hernández         
 Seconded:       Palacio        Iglesias        Amezcua        Richardson   X   Hernández         
 Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández         
 Noes:           Palacio        Iglesias        Amezcua        Richardson        Hernández         
 Final Vote:      Ayes   4   Noes   0   Abstain        Absent   1

By a vote of 4-0, the Board took action to appoint Maria Pimienta to the position of Esqueda Elementary (K-8 School), Principal.

Moved:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua   X   Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Seconded:       Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson   X   Hernández \_\_\_\_\_

Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández \_\_\_\_\_

Noes:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Final Vote:      Ayes   4   Noes   0   Abstain \_\_\_\_\_ Absent   1  

By a vote of 4-0, the Board took action to appoint Norris Perez to the position of Santiago Elementary (K-8 School), Principal.

Moved:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson   X   Hernández \_\_\_\_\_

Seconded:       Palacio \_\_\_\_\_ Iglesias   X   Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández \_\_\_\_\_

Noes:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Final Vote:      Ayes   4   Noes   0   Abstain \_\_\_\_\_ Absent   1  

By a vote of 4-0, the Board took action to appoint Jose Luis Pedroza to the position of Carr Intermediate School, Principal.

Moved:           Palacio \_\_\_\_\_ Iglesias   X   Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Seconded:       Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua   X   Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández \_\_\_\_\_

Noes:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Final Vote:      Ayes   4   Noes   0   Abstain \_\_\_\_\_ Absent   1  

By a vote of 4-0, the Board took action to appoint Jesse Church to the position of Sierra Preparatory Academy, Principal.

Moved:           Palacio   X   Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Seconded:       Palacio \_\_\_\_\_ Iglesias   X   Amezcua   X   Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Ayes:           Palacio   X   Iglesias   X   Amezcua   X   Richardson   X   Hernández \_\_\_\_\_

Noes:           Palacio \_\_\_\_\_ Iglesias \_\_\_\_\_ Amezcua \_\_\_\_\_ Richardson \_\_\_\_\_ Hernández \_\_\_\_\_

Final Vote:      Ayes   4   Noes   0   Abstain \_\_\_\_\_ Absent   1

By a vote of 4-0, the Board took action to appoint Amy Scruton to the position of Willard Intermediate School, Principal.

Moved:	Palacio	_____	Iglesias	_____	Amezcu	<u>  X  </u>	Richardson	_____	Hernández	_____
Seconded:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	<u>  X  </u>	Hernández	_____
Ayes:	Palacio	<u>  X  </u>	Iglesias	<u>  X  </u>	Amezcu	<u>  X  </u>	Richardson	<u>  X  </u>	Hernández	_____
Noes:	Palacio	_____	Iglesias	_____	Amezcu	_____	Richardson	_____	Hernández	_____
Final Vote:	Ayes	<u>  4  </u>	Noes	<u>  0  </u>	Abstain	_____	Absent	<u>  1  </u>		

**ADJOURNMENT**

There being no further business to come before the Board, the Board meeting was adjourned by Board President Palacio at 11:20 p.m.

The next Regular Meeting will be held on Tuesday, May 12, 2015, at 6:00 p.m.

ATTEST:

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

1 RESOLUTION NO. 14/15-3050

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Certification of a Board Members' Absence from Board Meetings

6 Cecilia Iglesias and José A. Hernández

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 Cecilia Iglesias  
12 was absent from Board meetings on March 17 and March 24, 2015 and Board Member José  
13 A. Hernández was absent from Board meeting on March 24, 2015.

14 **NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes  
15 payments for Board Member Iglesias for the meetings of March 17 and March 24,  
16 2015, and Board Member Hernández for March 24, 2015, from which they were absent.

17 Upon motion of Richardson and duly seconded, the foregoing Resolution  
18 was adopted by the following vote:

19 **AYES:** John Palacio, Cecilia Iglesias, Valerie Amezcua, and Rob Richardson

20 **NOES:**

21 **ABSENT:** Jose A. Hernandez

22 **ABSTAIN:**

23 STATE OF CALIFORNIA)  
24 )SS:  
COUNTY OF ORANGE )

25 / / /

26



1 I, Richard L. Miller, Secretary to the Board of Education of the Santa Ana  
2 Unified School District of Orange County, California, hereby certify that the  
3 above and foregoing Resolution was duly adopted by the said Board at a Regular  
4 meeting properly noticed and held on the 28<sup>th</sup> day of April 2015 and passed by a  
5 vote of 4-0 of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of April, 2015.

7 

8  
9 \_\_\_\_\_  
10 Richard L. Miller, Ph.D.  
11 Secretary Board of Education of the  
12 Santa Ana Unified School District

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

Personnel Calendar  
 Board Meeting - April 28, 2015  
 CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Dalesandro, Jill	Teacher	Lowell	June 19, 2015		Retirement - 38 years
Jennings, Maria	Teacher	Kennedy	June 19, 2015		Retirement - 19 years
Jennings, Wayne	Teacher	Fremont	June 19, 2015		Retirement - 17 years
<b>RETIREMENT - CORRECTION</b>					
Markel, Michele	Teacher	Martin	April 10, 2015		Retirement - From 19 years to 21 years
<b>RESIGNATIONS</b>					
Ayala, Monica	Program Specialist	Educational Services Secondary Division	April 3, 2015		Returning to school, personal - 5 months
Blackburn, Kelly	Teacher	Willard	March 11, 2015		Resignation - 3 years
Fawcett, Tabatha	Teacher	Mendez	June 19, 2015		Family Responsibilities - 5 years
Gonzalez, Lisa	Teacher	Esqueda	June 19, 2015		Moving, other - 8 years

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - April 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RESIGNATIONS (Continued)</b>					
Hayward, Kelly	Teacher	Sierra	March 11, 2015		Resignation - 3 years
Herbold, Kenna	Teacher	Godinez	June 19, 2015		Family Responsibility - 4 years
Juhasz, Mary	Teacher	Greenville	March 11, 2015		Resignation - 9 years
Kimbell, Jennifer	Teacher	Thorpe	March 11, 2015		Resignation - 10 years
Twitchell, Lara	Teacher	Hoover	March 11, 2015		Resignation - 19 years
Weissman, Ashleigh	Teacher	Godinez	June 19, 2015		Other - 3 years
<b>NEW HIRES/RE-HIRES</b>					
Mejia, Lisa	Teacher	Sepulveda	March 16, 2015		New Hire - Temporary 44920
Reyes Herrera, Rosendo	Teacher	Thorpe	April 13, 2015		New Hire - Probationary I
Tran, Ngoc	Literacy Coach	Valley	March 16, 2015		New Hire - Probationary I

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - April 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS</b>					
Domingo, Crystal	Teacher	Roosevelt	February 23, 2015		From Intern to Probationary II
McGeeney, Heather	Teacher	Carr	February 11, 2015		From Intern to Probationary II
Norton, Julie	Speech and Language Pathologist	Speech Department	January 22, 2015		From Waiver 44911 to Probationary I
Smith, Carolann	Teacher	Adams	January 21, 2015		From Intern to Probationary II
<b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b>					
Barton, Krista	Psychologist	Psychological Services	April 20, 2015	May 26, 2015	Child Care
Camiling, Judith	Speech and Language Pathologist	Speech Department	March 19, 2015	April 3, 2015	Personal
<b>EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Duerner, Carla	Teacher	Lorin Grisct	August 27, 2015	June 17, 2016	Personal
Ferullo, Nicole	Teacher	Carr	August 27, 2015	June 17, 2016	Child Care
Frederick, Carolyn	Teacher	Washington	August 27, 2015	June 17, 2016	Child Care

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - April 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Peshke, Christina	Teacher	Esqueda	April 2, 2015	June 19, 2015	Personal
<b>EXTRA DUTY 2014-15</b>					
Armstrong, Mark	Teacher	McFadden	March 3, 2015	June 18, 2015	Extra Period
Bainbridge, Victoria	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Butler, Merlo	Teacher	Century	February 26, 2015	June 18, 2015	Extra Period
Chronley, Karen	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Devine, Anne	Teacher	McFadden	March 3, 2015	June 18, 2015	Extra Period
Eberhardt, Jolaine	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Ellsberry, Gloria	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Elway, Mark	Teacher	Century	February 26, 2015	June 18, 2015	Extra Period
Gracia, Luis	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Greenwald, Leah	Retired Substitute	Godinez	April 14, 2015	May 22, 2015	Retired Flat Rate
Greer, William	Teacher	Century	February 26, 2015	June 18, 2015	Extra Period

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2014-15 (Continued)</b>					
Griffith, Rebecca	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Gutierrez, Rene	Teacher	McFadden	March 3, 2015	June 18, 2015	Extra Period
Higbie, Kerstin	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Licudine, Star	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Mc Lean, Gayle	Retired Substitute	Health Services	March 11, 2015	June 19, 2015	Flat Daily Rate
Miao, Glenda	Psychologist	Psychological Services	March 20, 2015	June 30, 2015	Regular Hourly Rate
Olsen, Susan	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Reiser, Victoria	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Robinson, Maria	Nurse	Pupil Support Services/ Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - April 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2014-15 (Continued)</b>					
Stefun, Maria	Nurse	Pupil Support Services/Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Tripp, Daryl	Teacher	McFadden	March 3, 2015	June 18, 2015	Extra Period
Vidaurre, Keilah	Nurse	Pupil Support Services/Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Yaeger, Jennifer	Teacher	Century	February 26, 2015	June 18, 2015	Extra Period
Ytuarte, Laurie	Nurse	Pupil Support Services/Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
Zermeno, Sommer	Nurse	Pupil Support Services/Health Services	March 11, 2015	June 19, 2015	Regular Hourly Rate
<b>CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44258.2</b>					
Gutierrez, Rene	Teacher	McFadden			Language Arts
<b>CONSENTS FOR THE 2014-15 SCHOOL YEAR - E.C. 44263</b>					
Van Dusen, Kathy	Teacher	Middle College			Social Science

Mark A. McKinney, Associate Superintendent, Human Resources

**CERTIFICATED PERSONNEL CALENDAR**

Personnel Calendar  
 Board Meeting - April 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>DEPARTMENT CHAIRPERSON 2014-15</b>					
Garcia-Chau, Elsa		Lorin Griset	2014-15		English
<b>CO-CURRICULAR 2014-15</b>					
Prestinary, Irene		Sierra	2014-15		Tall Flags
<b>SPRING SPORTS 2014-15</b>					
Caetta, James	Head Coach	Century	2014-15		Volleyball (Boys)
Cortes, Teodoro	Head Coach	Century	2014-15		Baseball
Dallas, Thomas	Head Coach	Century	2014-15		Track
Devia, Marvin	Assistant Coach	Century	2014-15		Tennis (Boys)
Govier, Robert	Assistant Coach	Century	2014-15		Track
Greer, William	Head Coach	Century	2014-15		Tennis (Boys)
	Assistant Coach/				
Lapic, Andrew	Head Coach	Century	2014-15		Track, Football
Marzilli, Gregory	Head Coach	Century	2014-15		Softball
	Assistant Coach/				
Molina, Fausto Jr.	Head Coach	Century	2014-15		Baseball, Football
Munoz, Liana	Assistant Coach	Century	2014-15		Volleyball (Boys)
Pueblos, Daniel	Assistant Coach	Century	2014-15		Football
Silverman, Steven	Assistant Coach	Century	2014-15		Track
West, Jeffrey	Assistant Coach	Century	2014-15		Baseball
Young, Jeffrey	Assistant Coach	Century	2014-15		Track

Mark A. McKinney, Associate Superintendent, Human Resources



Personnel Calendar  
 Board Meeting - April 28, 2015  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SPRING SPORTS 2014-15 (Continued)</b>					
Bratcher, Roger	Head Coach	Valley	2014-15		Tennis (Boys)
Carrillo, Ricardo	Assistant Coach	Valley	2014-15		Track (Girls)
Castaneda Alvarez, Paul	Head Coach	Valley	2014-15		Track (Boys)
Conover, Matthew	Head Coach	Valley	2014-15		Golf (Boys)
DeMent, Russell	Assistant Coach	Valley	2014-15		Baseball
Fausto, David	Assistant Coach	Valley	2014-15		Baseball
Kitagawa, Christine	Assistant Coach	Valley	2014-15		Softball
Lammers, Frederick	Head Coach	Valley	2014-15		Swimming (Girls)
Moore, Aimee	Assistant Coach	Valley	2014-15		Tennis (Boys)
Morris, Matthew	Head Coach	Valley	2014-15		Baseball
Orabona, Eda	Head Coach	Valley	2014-15		Volleyball (Boys)
Sanchez, Jose C.	Head Coach	Valley	2014-15		Track (Girls)
Terwilliger, Erik	Head Coach	Valley	2014-15		Swimming (Boys)
<b>HOME TEACHER</b>					
Mendoza, Eskayla	Home Teacher	Pupil Support Services	February 23, 2015	June 18, 2015	If and as needed basis

Mark A. McKinney, Associate Superintendent, Human Resources

**AGENDA ITEM REQUESTS  
 CERTIFICATED  
 2014-15**

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
2014-15 After-School Grades 6-8 Intramural Sports Program - Certificated	Secondary Division/ Special Projects	ASES After School Program	\$130,000	April 29, 2015
After School Tutoring	Pio Pico	Title I	\$3,000	April 29, 2015
		Unrestricted		
		Discretionary		
Extra Duty - Certificated (Ratification)	Pupil Support Services	Account	\$10,000	March 11, 2015
Student Success Team (SST) Coordinator	Remington	Title I	\$2,500	April 29, 2015
Teen Community Emergency Response Team (CERT) Instruction (Ratification)	Santa Ana	General	\$2,000	March 28, 2015
Tutoring	Davis	Title I	\$15,000	April 29, 2015
What I Need (WIN) Saturday Attendance Recovery Program (Ratification)	Various School Sites/ Support Services	Saturday Attendance Recovery Program	\$780,696	April 25, 2015

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RETIREMENTS</b>						
Chapman, Julie	Interpreter Hearing Impaired	Taft	June 18, 2015			41 years, 9 months
Mendoza, Edward	Activity Supervisor	Mendez	June 18, 2015			14 years, 2 months
Philleo, Susan	Library Media Tech.	Jackson	June 24, 2015			15 years, 7 months
<b>RESIGNATIONS</b>						
Acosta, Richard Jr.	Custodian	Segerstrom	April 3, 2015			Personal - 3 years
Alvarado, Jessica	Site Coordinator	After School Program	April 2, 2015			Personal - 7 months
Cortes, Krystal	After School IP	After School Program	January 15, 2015			Personal - 10 days
Jones, Raven	Site Coordinator	After School Program	March 10, 2015			Personal - 3 months
Lopez, Ernesto	Rv. Ld. Custodian	Bldg. Svcs.	February 28, 2015			Personal - 7 years, 8 months
Ramzan, Rashid	User Svcs. Analyst II	ITC	March 20, 2015			Personal 3 years, 5 months
Sanchez, Ma Juli	Activity Supervisor	Thorpe	March 20, 2015			Personal - 3 years, 3 months
Swaminathan, Ajay	After School IP	After School Program	April 14, 2015			Personal - 3 months

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>RESIGNATIONS (Continuation)</b>						
Zamora, Maria	Activity Supervisor	Davis	January 21, 2014			Personal - 5 years, 9 months
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Fisser, Natalie	SSP Sp. Ed.	Taft	March 20, 2015			
<b>ABSENCES (3 to 20 duty days) Without Pay</b>						
Bruhl, Karla	Preschool Teacher	ECE	March 20, 2015	June 5, 2015		
Jones, Christina	Instr. Asst. Severely Disabled	Santa Ana	March 18, 2015	April 3, 2015		Correction of Date
Mazzone, Pilar	Instr. Asst. Sev. Dis.	Saddleback	April 15, 2015	May 12, 2015		
Navarro, Diane	Library Media Tech.	Roosevelt	March 23, 2015	April 3, 2015		
Quinones, Jannet	Instr. Asst. Sp. Ed.	Santa Ana	March 30, 2015	April 2, 2015		
Velazquez, Ana	Fd. Svc. Wkr.	Nutrition Svcs.	May 11, 2015	May 21, 2015		
<b>PROBATIONARY APPOINTMENTS</b>						
Adame, Al	Instr. Asst. Computer	Franklin	April 29, 2015		26/1	
Almendarez, Susana	Fd. Svc. Wkr.	Spurgeon	April 29, 2015		11/1	
Buckley, Karen	Site Clerk	Lincoln	April 29, 2015		24/1	
Campos, Ashley	School Police Officer	School Police	March 18, 2015		40/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Cardenas, Vanessa	After School IP	After School Program	March 30, 2015		16/1	
Chen, Nicaela	Instr. Asst. Computer	Wilson	April 29, 2015		26/1	
Cortes, Krystal	After School IP	After School Program	January 3, 2015		16/1	
Covarrubias, Jessica	SSP Sp. Ed.	Monte Vista	April 16, 2015		19/1	
Cruz, Maria	SSP Sp. Ed.	Century	April 23, 2015		19/1	
Ferrari, Carolina	After School IP	After School Program	March 30, 2015		16/1	
Ferrari, Carolina	SSP Sp. Ed.	Heninger	April 1, 2015		19/1	
Garcia, Guadalupe	After School IP	After School Program	April 13, 2015		16/1	
Iglesias, Laura	Site Coordinator	After School Program	April 15, 2015		\$25	
Luisjuan, Maria	SSP Sp. Ed.	Carr	April 13, 2015		19/1	
Martinez, Cynthia	Payroll Technician	Payroll Dept.	April 30, 2015		32/1	
Murcia Barrios, Susana	Child Dev. Teacher	ECE	March 16, 2015		IIIA Step 1	
Nemati, Homa	Fd. Svc. Wkr.	Mendez	April 29, 2015		11/1	
Padilla, Lidia	Fd. Svc. Wkr.	Lowell	April 29, 2015		11/1	
Rios, Laura	Preschool Teacher	ECE	April 1, 2015		IIIC/1	
Salguero, Cynthia	After School IP	After School Program	March 10, 2015		16/1	
Salguero, Cynthia	SSP Sp. Ed.	Taft	March 30, 2015		19/1	
Shelton, Jill	SSP Sp. Ed.	Century	April 14, 2015		19/1	

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Sims, Nathaly	SSP Sp. Ed. Classified	Valley	April 13, 2015		19/1	
Tzong, Karen	Educational Research Analyst	Research & Evaluation	April 13, 2015		53/4	
Velasco Lewis, Karen	SSP Sp. Ed.	Godinez	April 14, 2015		19/1	
Vo, Tram Bich	After School IP	After School Program	March 30, 2015		16/1	
<b>PROMOTIONAL APPOINTMENTS</b>						
Colin Cardenas, Jessica	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 29, 2015		15/5	
Edwards, Jamie	Instr. Asst. Sev. Dis. Job Training Asst.	Adult Transition Program	April 13, 2015		20/3	
Justiniani, Erick	Sp. Ed. Autism	Transition Program	March 30, 2015		22/6	
Mata, Lucia	Paraprofessional	Mitchell	April 29, 2015		24/1	
Mendoza, Berenice	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 29, 2015		15/2	
Pham, Viet	User Svcs. Analyst II Autism	Business Svcs.	April 29, 2015		51/6	
Pulido-Wycoff, Anna	Paraprofessional	Mitchell	April 13, 2015		24/4	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROMOTIONAL APPOINTMENTS (Continuation)</b>						
Saldana, Carmen	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	April 29, 2015		15/5	
Tanious, Victor	User Svcs. Analyst II	ITC	April 29, 2015		51/6	
Yang, Don	User Svcs. Analyst II	ITC	April 29, 2015		51/6	
<b>REAPPOINTMENT</b>						
Cortes, Krystal	After School IP	After School Program	March 19, 2015		16/1	
<b>REASSIGNMENTS (Change of work site)</b>						
Anaya, Minerva	Fd. Svc. Wkr.	Godinez	April 29, 2015		11/2	From Saddleback to Godinez
Jacobo, Maricela	Fd. Svc. Wkr.	Godinez	April 29, 2015		11/2	From Carr to Godinez
Gaytan, Claudia	SSP Sp. Ed.	Special Ed./OCEAA	April 13, 2015		19/6	From Edison to Special Ed./OCEAA
Mendoza, Beremice	Fd. Svc. Wkr.	Segerstrom	September 19, 2014		11/2	From Century to Segerstrom
Najera, Gladys	Fd. Svc. Wkr.	Nutrition Svcs.	March 12, 2015		11/6	From Carr to Nutrition Svcs.

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>REASSIGNMENT (Voluntary Demotion)</b>						
Noriega, Carla	Community Worker	ECE	April 29, 2015		20/5	From Site Clerk to Community Worker
<b>TEMPORARY ASSIGNMENTS - Out of class Compensation</b>						
Aguilar, Humberto	Plant Custodian Elem.	Bldg. Svcs.	March 31, 2015	April 3, 2015	28/2	
Alvarado, Angelica	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 1, 2015	April 30, 2015	13/6	
Alvarez, Manuel	Plant Custodian Elem.	Esqueda	March 10, 2015	April 3, 2015	28/2	
Bolaños Nieto, Alberto	Construction Admin. Tech.	Facilities Dept.	March 1, 2015	May 8, 2015	40/3	
Carranza, Eric	Plant Custodian Elem.	Bldg. Svcs.	February 20, 2015	March 19, 2015	28/1	
Chambers, Dermont	School Police Officer	School Police	January 1, 2015	June 30, 2015	40/6A + Graveyard	
Chesmore, Brian	School Police Officer	School Police	January 1, 2015	March 24, 2015	40/6I + Graveyard	
Chesmore, Brian	Svpr./Sergeant	School Police	January 1, 2015	March 24, 2015	46/5	
Davis, John	Plant Custodian Elem.	Bldg. Svcs.	April 2, 2015	April 17, 2015	28/4	



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of class Compensation (Continuation)</b>						
Garcia, Jocelyn	Site Coordinator	After School Program	March 30, 2015	April 30, 2015	\$25	
Gonzalez, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 1, 2015	April 30, 2015	13/6	
Guerrero, Elizabeth	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	February 23, 2015	February 24, 2015	13/6	
Hernandez, Kathleen	Facilities Planning Tech.	Facilities Dept.	March 1, 2015	May 8, 2015	30/3	
Huizar, Renato	Fd. Svc. Spvr. Int.	Nutrition Svcs.	April 13, 2015	April 17, 2015	27/1	
Ibarra, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	March 18, 2015	April 15, 2015	13/6	
Kling, Anne	Training Spec. Instr. Tech.	K-12 Curriculum Instr./Staff Dev.	April 8, 2015	July 14, 2015	38/2	
Najera, Marisela	Community Family Outreach Liaison	Santa Ana	March 23, 2015	May 20, 2015	36/2 + Bil.	
Nieto, Cesar	Rv. Ld. Custodian	Bldg. Svcs.	May 1, 2015	June 30, 2015	28/5 + Diff.	
Nuñez, Nadine	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	April 1, 2015	April 22, 2015	13/6	
Olivares Cervantes, Armando	Sch. Off. Mgr. Elem.	Adams	March 12, 2015	June 30, 2015	28/3	
Perez, Juan	Plant Custodian H.S.	Bldg. Svcs.	May 1, 2015	June 30, 2015	35/2	
Preciado, Michelle	Attendance Tech.	Century	March 20, 2015	March 25, 2015	24/6	

**Mark A. McKinney, Associate Superintendent, Human Resources**

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of class Compensation (Continuation)</b>						
Preciado, Michelle	Attendance Tech.	Century	March 30, 2015	April 3, 2015	24/6	
Quintero Rodelo, Roberto	Maintenance Wkr. I	Bldg. Svcs.	April 1, 2015	April 30, 2015	26/6	
Quiroz, Karina	SELPA Secretary	Special Ed.	April 14, 2015	April 30, 2015	32/4 + Bil.	
Rios, Mayra	Site Coordinator	After School Program	April 13, 2015	April 30, 2015	\$25 40/2B + Graveyard	
Singer, Brian	School Police Officer	School Police	January 1, 2015	June 30, 2015	40/6A + Graveyard	
Sogsti, Stephen	School Police Officer	School Police	January 1, 2015	June 30, 2015	22/6 + Bil. +	
Solorio, Mary	Alarm Monitor/Dispatcher	School Police	January 1, 2015	June 30, 2015	Graveyard	
<b>ACTIVITY SUPERVISORS</b>						
Garcia Carrillo, Rosario	Activity Spvr.	Greenville	April 13, 2015		10/1	
Madera, Claudia	Activity Spvr.	Harvey	March 19, 2015		10/1	
Mejia, Ana	Activity Spvr.	Jackson	March 31, 2015		10/1	
Nguyen, Ana	Activity Spvr.	MacArthur	April 13, 2015		10/1	
Rodriguez, Ana	Activity Spvr.	Mendez	April 14, 2015		10/1	
Rodriguez, Nahibe	Activity Spvr.	Thorpe	April 13, 2015		10/1	
Ruiz Oregon, Jonathan	Activity Spvr.	Wilson	March 16, 2015		10/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - April 28, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>HOURLY APPOINTMENTS</b>						
Duarte, Rodolfo	Instr. Provider	Santa Ana	March 24, 2015		16/1	
Escobar Hernandez, Alejandro	Instr. Provider	Saddleback	March 24, 2015		16/1	
Herrera, Stephanie	Instr. Provider	Saddleback	March 24, 2015		16/1	
<b>SUBSTITUTES</b>						
Anguiano, Rocio	Payroll Technician		April 14, 2015		32/3	
Bruner, Luci	Clerical		April 2, 2015		20/1	
De Santis, Vivian	SLPA		March 11, 2015		19/1	
Gallini, Toni	Clerical		March 20, 2015		20/1	
Gonzalez, Lucy	Clerical		April 2, 2015		20/1	
Gonzalez, Olive	Clerical		March 6, 2015		20/1	
Kim, David	Instr. Asst. DHH		March 19, 2015		19/1	
Lee, Caitlin	Instr. Asst.		April 3, 2015		19/1	
Michel, Edward	Clerical		March 23, 2015		20/1	
Nguyen, Lisa	Clerical		March 23, 2015		20/1	
Nguyen, Lisa	Instr. Asst.		March 23, 2015		19/1	
Rios, Laura	Child Dev. Teacher		March 6, 2015		\$105	
Tapia, Daisy	Clerical		April 2, 2015		20/1	
Vega, Theresa	Clerical		March 23, 2015		20/1	
Young, Michael	DSO		April 1, 2015		31/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
 Board Meeting - April 28, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>EXTRA SERVICE ASSIGNMENTS</b>						
Aquino, Richard	Field Training Officers	School Police	December 10, 2014		\$1000	
Johnson, Michael	Field Training Officers	School Police	December 10, 2014		\$1000	
Nadeau, Jean-Pierre	Field Training Officers	School Police	December 10, 2014		\$1000	
Ashbaugh, Timothy	Field Training Officers	School Police	December 10, 2014		\$1000	
Sogsti, Stephen Jr.	Field Training Officers	School Police	December 10, 2014		\$1000	

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

<b>TITLE OF ACTIVITY</b>	<b>SITE</b>	<b>FUNDING</b>	<b>NOT TO EXCEED</b>	<b>EFFECTIVE</b>
2014-15 After School Grades 6-8 Intramural Sports Boys/Girls Track and Field - Classified	Secondary Division - Special Projects	ASES - After School Program	\$14,000	April 29, 2015
2014-15 Intermediate After School Sports Program for Tournaments - Classified	Secondary Division - Special Projects	ASES - After School Program	\$2,500	May 30, 2015
CAHSEE Clerical	Chavez	General Fund	\$350	May 5, 2015
CAHSEE Clerical	Godinez	General Fund	\$350	May 8, 2015
CAHSEE Clerical	Independent Studies Program	General Fund	\$250	May 11, 2015
CAHSEE Clerical	Lorin Grisnet	General Fund	\$450	May 7, 2015
CAHSEE Clerical	Saddleback	General Fund	\$350	May 8, 2015
CAHSEE Clerical	Santa Ana	General Fund	\$750	May 12, 2015
Child Care	Sepulveda	Discretionary Funds	\$500	April 29, 2015
Computer Technician (Ratification)	CTE/ROP	ROP	\$3,000	February 2, 2015
Custodial Extra Duty (Ratification)	Lorin Grisnet	Unrestricted Discretionary Account - General Fund	\$450	March 28, 2015
Custodial Extra Duty	Lorin Grisnet	Unrestricted Discretionary Account - General Fund	\$450	April 28, 2015
Extra Duty Assignment	Davis	Title I	\$614	April 29, 2015
Extra Duty Assignment	Special Education Transition Services	Extra-duty for JTA's & Job Coaches	\$9,000	July 1, 2015
Extra Help: Computer Instructional Assistant	Edison	Title I Funds	\$1,500	April 29, 2015
Extra Help Librarian	Edison	Title I Funds	\$200	April 29, 2015
Math Field Day	Educational Services	Bechtel	\$700	June 6, 2015

**Board Meeting  
April 28, 2015**

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

Board of Education  
Minutes  
April 2015

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Math Field Day	Educational Services	Bechtel	\$400	June 6, 2015
PEP Data Collection (Ratification)	Special Projects/Wellness	Physical Education Program Grant	\$410	December 1, 2014
WIN (What I need) Saturday Attendance Recovery Program (Ratification)	Various School Sites/Support Services	Custodian- Extra Duty	\$102,600	April 25, 2015
Work Project for Completion of SBAC, VoIP Installation, and District Office Network Upgrade (Ratification)	Technology Innovation Services	Maintenance - Extra Duty	\$30,000	April 4, 2015

Minutes Book Page 717



## SANTA ANA UNIFIED SCHOOL DISTRICT

### **APPLICATION SUPPORT OPERATIONS ANALYST**

#### **JOB SUMMARY:**

Under the direction of the Assistant Director, Technology Innovation Services, position is responsible for creating, refining and implementing functional processes and systems requirements in student and business systems to address operational needs for the information technology to support instructional, student services, administrative, and operational programs district wide; serve as an active member of the department by contributing to decisions relating to the day-to-day operations of the Student Information System (SIS) and Enterprise Resource Planning (ERP), resolving user problems, interpreting database related policy and procedures, and providing data analysis and reporting to properly assist management with business-related decisions; a pivotal role in the implementation and ongoing maintenance of SIS and ERP system; be fluent in project management tenets and be able to convert user requests into technical specifications; perform as a resource person relating to processing problems reported from the user community and site personnel; serve as control point for turnover of test applications to production from the programming staff; serve as the primary operations resource for production creation/modification.

#### **DISTINGUISHING CHARACTERISTICS:**

Duties tend to be varied, technical and involve a high degree of self initiative, independence and considerable knowledge of SIS and ERP operation.

#### **REPRESENTATIVE DUTIES:**

- Provide information technology governance 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**
- Provide exceptional customer service and end-user support for application systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Identifies, analyzes, and assists with the resolution of complex technical and procedural problems related to SIS and ERP system or systems integrated with it. This will include systems and procedures that cross functional and organizational lines. **E**
- Designs, develops, test, and documents programs and scripts that automate routine tasks. **E**
- Serves as specialist for mapping business processes to system functions. **E**

## **APPLICATION SUPPORT OPERATIONS ANALYST (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

- Provides support in the operation to SIS and ERP system. **E**
- Assists as a team or project leader on various project initiatives. **E**
- Receives all user information, remains abreast of systems modifications and enhancements, and prepares and distributes user information. **E**
- Prepares problems definition and conducts systems analysis, design, and review. **E**
- Write technical requirements from a critical phase. **E**
- Establishes user documentation and communication procedures. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Student services (especially registrar, attendance, and counseling).
- Exceptional communication skills demonstrated by the ability to research, write, edit, and produce technical documentation, training materials, and reports.
- Database management systems with the ability to program in SQL.
- Effective time and project management skills.

#### Ability to:

- Use Microsoft Office software applications, especially Microsoft Access, Excel and Word.
- Troubleshoot, analyze, and resolve problems.
- Construct and create links on homepage and manage and maintain system.
- Add and/or delete information on network storage devices.
- Create and modify graphic designs.
- Edit databases, web pages, and other forms of electronic information.
- Work with a variety of computers and peripherals.
- Compose data and supporting materials.
- Make presentations using appropriate technology.
- Interpret, apply and explain rules, regulations, policies and procedures related to the assignment.
- Establish effective working relationships with technical staff and all levels of SDCOE, school site and district office staff.
- Communicate effectively both orally and in writing.



**APPLICATION SUPPORT OPERATIONS ANALYST (CONTINUED)****KNOWLEDGE AND ABILITIES:** (continued)Ability to: (continued)

- Convert user requests into technical specifications.
- Be able to demonstrate past experience with SQL programming.
- Analyze and develop solutions to problems relating to routine production processing.
- Work independently with minimal supervision.
- Communicate effectively both orally and in writing.
- Organize work load to meet schedules and time lines.
- Gather information relating to the District's application support operations in a reasonable amount of time.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to associate's degree in data processing and two years experience utilizing UNISYS mainframe equipment and demonstrable work experience in creating/modifying (WFL) runstreams including one year of hands on programming experience.

Bachelor's degree in a computing or business related field such as Computer Science, Management Information Systems, or Business Administration. Minimum two (2) years of application support and project management experience with the ability to assess and provide recommendations for improving business processes.

**WORKING CONDITIONS:**Environment:

- Data Center environment.
- Noise from equipment operation.

Physical abilities:

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

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

Board Approved: 4/28/15 (5/01, 9/91)



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **HELP DESK ANALYST**

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, provides excellent support to users of all devices and application systems. This includes analyzing, diagnosing, trouble-shooting, escalating, and driving an issue to resolution. All incidents and cases are logged, prioritized, and resolved in a timely manner; ensuring proper coordination with all technology support and engineering teams, as well as with functional subject matter experts. Improves student application systems and business processes driving increased operational efficiency and effectiveness. Serves as a resource person on help desk services to district and site personnel; performs a variety of technical duties related to help desk. Direct support request for student information system, business applications system, and e-mail system to next level of support. Responds to projects and escalated level support by utilizing research, problem analysis, identification, and resolution. Analyzes help desk data to determine best practices and training requirements. Contacts users to provide feedback and determine customer satisfaction. Orients and trains users on current technology, information systems and e-mail system. Performs other duties directly related to this job description.

#### **DISTINGUISHING CHARACTERISTICS:**

Incumbent in this classification apply their knowledge of the student information, financial and e-mail systems to assist district and site personnel in defining requirements and utilizing technology services. Incumbent will guide the help desk process with district standards and best practices. Will need to analyze the level of support and be the first point of contact for school technology liaison.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Function as customer advocate in system releases and enhancements. **E**
- Communicate status updates to technology and the user community. **E**

**HELP DESK ANALYST (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Coordinate with network support and application support to prioritize, escalate, and driver recommendations to resolution and implementation. **E**
- Participate in Problem Management by doing root cause analysis and providing solutions to mitigate risk, ensure data integrity, and increase operational effectiveness. **E**
- Continually discover ways to improve processes and operational effectiveness and efficiency. **E**
- Serve as resource person between programming, network, and computer technical staff and district and site personnel; assist in the analysis, evaluation and implementation of student, financial, network, e-mail and reporting systems. **E**
- Provides technical assistance, service support, and follow-up for technology users with software operations through a help desk software application; responding and resolving user problems either directly by phone, by remote access, in person, or by referring user to proper support personnel. Will be the first point of contact for school technology liaison. **E**
- Provides technical support and troubleshooting for the current student information/financial software system, Microsoft Office suite of applications, and other District standard applications. Administer the district e-mail system. **E**
- Reviews, prioritizes, schedules and assigns Help Desk Requests to the Technical Support Group, monitoring ticket status and assuring all requests receive follow-up. Prepares reports on equipment problems, monitoring system operating problems, notifying other staff as needed or taking corrective action. **E**
- Communicates any unresolved system, network, software, or hardware problems with the proper department staff. **E**
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:****Knowledge of:**

- Educational applications; student information/business application systems, and other computer systems maintained by the Technology Department.
- Elements of training and instruction.
- Customer service process and procedures.
- General knowledge of software design and implementation.

**HELPDESK ANALYST (CONTINUED)****KNOWLEDGE AND ABILITIES:** (continued)**Knowledge of:** (continued)

- Principles and operation of network and computer software, hardware, and related peripheral equipment.
- Computer technology and software systems including, but not limited to, Microsoft Windows and Apple Operating Systems.
- School District organization, operations, policies and objectives.
- Social, cultural and linguistic diversity of district, city and community.

**Ability to:**

- Focus on details and work in a fast-paced, growth environment while meeting daily challenges with multiple competing priorities and pressures.
- Excellent troubleshooting and debugging skills; ability to deliver high-quality results.
- Outstanding written and oral communication skills; ability to prepare and conduct management briefings with senior leaders.
- Great interpersonal and teaming skills; ability to collaborate effectively with others.
- Initiative; work autonomously (in all work locations and situations) organize, schedule, and coordinate a variety of complex activities and projects.
- Analyze and develop solutions to complex problems for effective integration of technology.
- Adapt to changes in technology.
- Make appropriate decisions on system user problems without direct supervision, recognizing the level of the problem and referring to appropriate Technology staff when necessary.
- Work productively and efficiently without immediate supervision.
- Maintain effective and professional relationships with staff.
- Interact with users in non-technical, clear terms.
- Research technical manual and guides to respond to questions and solve computer problems.
- Maintain accurate records and documents.
- Understand and follow both oral and written instructions.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to an Associate's degree or coursework in computer science, computer engineering, information systems, or a closely related field. Five (5) years or more of recent, progressively responsible computer experience using a variety of computer software and operating systems in a network environment and coordinating help desk services including e-mail.

**HELP DESK ANALYST (CONTINUED)**

**WORKING CONDITIONS:**

Environment:

- Computer environment.
- Noise from equipment operation.
- Driving a vehicle to conduct work.

Physical Abilities:

- Hearing and speaking accurately to exchange information.
- Seeing to view a computer monitor and read a 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 sixty (60) pounds.

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



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **HELP DESK TECHNICIAN**

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, performs a variety of technical duties related to information systems including help desk and desktop support services. Assists in providing student information/business applications system and data system support to all users in the school district. Provides first level support to computer customers by utilizing problem analysis, identification, and resolution. Utilizes various resources in the resolution of problems. Escalates unresolved problems as necessary. Tracks and documents problems from first report through resolution. Contacts users to provide feedback and determine customer satisfaction. May serve as a resource to other staff. Assists in maintaining documentation and departmental records as needed. Performs other duties directly related to this job description.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Function as customer advocate in system releases and enhancements. **E**
- Communicate status updates to technology and the user community. **E**
- Coordinate with network support and application support to prioritize, escalate, and driver recommendations to resolution and implementation. **E**
- Participate in Problem Management by doing root cause analysis and providing solutions to mitigate risk, ensure data integrity, and increase operational effectiveness. **E**
- Continually discover ways to improve processes and operational effectiveness and efficiency. **E**

**HELP DESK TECHNICIAN (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Provides first line technical assistance, service support, and follow-up for technology users with software operations through a help desk software application; responding and resolving user problems either directly by phone, by remote access, in person, or by referring user to proper support personnel. **E**
- Troubleshoots system issues for users, determining whether problem is hardware, software, or network related. Troubleshoots problems involving printing, application access, operating system errors, and workstation communication conflicts. **E**
- Provides technical support and troubleshooting for the current student information/accounting software system, Microsoft Office suite of applications, and other District standard applications. **E**
- Reviews prioritizes, schedules and assigns Help Desk Requests to the Technical Support Group, monitoring ticket status and assuring all requests receive follow-up. Prepares reports on equipment problems, monitoring system operating problems, notifying other staff as needed or taking corrective action. **E**
- Connects personal computers to local area networks (LAN), printers, scanners, digital cameras, and other peripheral equipment. Configure, setup, and confirm proper connectivity for LAN accounts. **E**
- Installs and configures networked printers and peripherals devices. **E**
- Installs system and application software and configures user workstations to link/access centralized programs. **E**
- Communicates any unresolved network, software, or hardware problems with the proper department staff. **E**
- Unpacks and sets up new personal computers, moves or relocates existing personal computers when needed. **E**
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:****Knowledge of:**

- Principles and operation of network and computer software, hardware, and related peripheral equipment.
- Computer technology and software systems including, but not limited to, Chromebook OS, Android, Microsoft Windows Apple IOS and Apple Macintosh Operating Systems.

**KNOWLEDGE AND ABILITIES:** (continued)Knowledge of: (continued)

- Applications; student information/business application systems, and other computer systems maintained by the Technology Department.
- Standard office methods, practices, and procedures.
- School District organization, operations, policies and objectives.
- Social, cultural and linguistic diversity of district, city and community.

Ability to:

- Make appropriate decisions on system user problems without direct supervision, recognizing the level of the problem and referring to appropriate Technology staff when necessary.
- Work productively and efficiently without immediate supervision.
- Maintain effective and professional relationships with staff.
- Interact with users in non-technical, clear terms.
- Research technical manual and guides to respond to questions and solve computer problems.
- Maintain accurate records and documents.
- Organize, schedule, and coordinate a variety of activities and projects.
- Adapt to changes in technology.
- Understand and follow both oral and written instructions.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Education equivalent to the completion of the twelfth grade. Training and/or coursework in computer science, computer engineering, information systems, or a closely related field. Two years or more of recent, progressively responsible computer operations experience using a variety of computer software and operating systems in a network environment. Any combination of education and experience that could likely provide the required knowledge, skills, and abilities.

**WORKING CONDITIONS:**Environment:

- Computer environment.
- Noise from equipment operation.

Physical Abilities:

- Hearing and speaking accurately to exchange information.
- Seeing to view a computer monitor and read a variety of materials.
- Sitting for extended periods of time.



**HELP DESK TECHNICIAN (CONTINUED)**

**WORKING CONDITIONS:** (continued)

Physical Abilities: (continued)

- Dexterity of hands and fingers to operate a computer keyboard.
- Lifting or moving objects, normally not exceeding sixty (60) pounds.

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

Board Approved: 4/28/15(11/4/06)



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **MEDIA OPERATIONS SPECIALIST**

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, or designee, perform a wide variety of operational, programming, broadcast scheduling functions in the management of Instructional Television Services. Interacts and collaborates with faculty, staff, administrators, students, and vendors.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Coordinates the operations of Instructional Television (ITV), which provides instructional delivery to multiple sites. **E**
- Design and assist in the operation of the multi-channel instructional television broadcast mater schedule and broadcast control equipment. **E**
- Supervises the daily functions of Media operations, which includes training, implementation of policies and procedures, scheduling, and quality control. **E**
- Coordinate and prepare for publication a monthly broadcast schedule for classroom teachers; a daily log for broadcast control. **E**
- Prepare each day's program list for broadcast: input and upload videos to server files, enter and verify computerized payout schedule. **E**
- Broadcast programs as scheduled on program log and monitor air signals on all channels to ensure operation within the boundaries set forth by the FCC. **E**
- Coordinate, record, and/or rebroadcast and schedule other off-air broadcasts. **E**

## **MEDIA OPERATIONS SPECIALIST (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

- Monitor and maintain equipment such as character generator, transmitter and video monitors for daily operation. **E**
- Monitor Channel 31 programming availability and coordinate service requests with Time Warner Cable and/or AT&T for problem resolution. **E**
- Coordinate the routing of television service calls to the appropriate repair service, District, local cable company or lessor of ITFS channels. **E**
- Maintain a log of service requests and make telephone follow-ups to determine client satisfaction. **E**
- Compose, monitor and update the classroom television on-air message board. Assist schools and departments in posting messages for classroom viewing. **E**
- Design and develop the ITV monthly and special programs for the department's web site. **E**
- Maintain and update a functional broadcast digital video library and/or program storage files. **E**
- Prepare Board Meeting agenda titles using the Boardroom Control Generator and assist with Board Meeting broadcasts. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- School District organization, operations and objectives.
- Basic electronics and broadcast networking.
- ITFS and cable receive systems.
- Broadcast and cable cast regulations.
- Principles and operation of broadcast systems.
- Social, cultural, linguistic diversity of district, city and communities.

#### Ability to:

- Maintain and manage the operation of Polycom or Video MCU environment.
- Operate equipment such as video monitors, switcher, character generator, video players and audio-mixers.
- Meet schedules and timelines.

## **MEDIA OPERATIONS SPECIALIST (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:** (continued)

#### Ability to: (continued)

- Communicate effectively both orally and in writing.
- Work cooperatively with others.
- Operate and maintain the broadcast database program.
- Learn to interpret Federal Communication Commission regulations concerning the operation of an instructional television fixed services.
- Perform the essential functions of the job.

### **EDUCATION AND EXPERIENCE:**

Any combination equivalent to graduation from high school and four years of increasingly responsible clerical, secretarial, or administrative experience.

### **WORKING CONDITIONS:**

#### Environment:

- District Instructional Television Center.

#### Physical Abilities:

- Seeing to view a television screen and read a variety of materials.
- Dexterity of hands and fingers to operate tools and equipment.
- Hearing and speaking accurately to exchange information.
- 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 functions of the job with or without reasonable accommodation.



## SANTA ANA UNIFIED SCHOOL DISTRICT

### MEDIA SYSTEMS ENGINEER

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, is responsible for the operation, repair and maintenance of District-level owned and operated television broadcast, production and receive-site signal distribution systems. This position requires the maintenance of equipment within our existing cable television head end at district office and school sites. The incumbent should be familiar with optimizing incoming signals from a wide variety of sources for redistribution to cable systems and/or IP video streaming equipment, such as video encoders. Reception and distribution mechanisms include; satellite, off-air antenna, microwave, coaxial cable, and fiber.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- This position requires a strong understanding of cable industry digital audio/video distribution formats, hardware, and associated technologies such as MPEG-2, h.264, HEVC, IP, HTTP Live Streaming, Smooth Streaming, MPEG and other video transport concepts and methodologies. **E**
- Assist in developing or changing policies or procedures relating to the selection, installation, operation and maintenance of production, broadcast, and receive-site signal distribution equipment. **E**
- Plan, engineer, and document end-to-end video delivery networks and related technologies in response to video system requirements. **E**
- Plan and support the deployment of video and content delivery services across the network. **E**
- Familiarity with video encoders, Show and Share type systems, IPTV, and MXE products is preferred. Basic knowledge of IP multicast is recommended. **E**

## **MEDIA SYSTEMS ENGINEER (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

- Plan, select, install, operate, troubleshoot and maintain all electronic, mechanical and other equipment, analog/digital systems and related test instruments employed at the District's primary and auxiliary broadcast and production facilities. **E**
- Installation and configuration of IP based video streaming systems such as video encoders. **E**
- Utilize computer software and test equipment for variety of measurements including: satellite alignment, RF levels, signal to noise, carrier to noise, low frequency disturbances, composite triple beat, composite and discrete second order beat, depth of modulation and audio deviation. **E**
- Perform proactive and reactive monitoring of all the fundamental tasks required in the testing and analysis of all elements of the existing cable head end and facilities. **E**
- Proficient in setup and operation of head end equipment including but not limited to: signal processors, modulators, demodulators, satellite receivers, integrated receiver descramblers, digital receivers, transcoders, combining and splitting networks, laser transmitters, and fiber optic receivers. **E**
- Maintain accurate and complete head end documentation. **E**
- Responsible for maintaining the head end in a clean and orderly manner. **E**
- Coordinate and cultivate with the technical staff from Sprint (or other lessees of District-licensed ITFS frequencies), the City of Santa Ana's franchised cable operator(s), and other appropriate District departments a positive and productive collaboration. **E**
- Plan, select, install, operate, troubleshoot and maintain at all District television receive sites the various pieces of equipment/hardware, coaxial cable and related connections used to distribute high quality, reliable television signals from the site's head end to each television receiver throughout the plant. **E**
- Report problems of school site AV/Digital Broadcast equipment to the proper departments or agencies and provide close coordination of over-lapping maintenance activities. **E**
- Operate station in a manner that complies with Federal Communications Rules and Regulations pertaining to Instructional Television Fixed Service (ITFS) operations including the keeping of FCC required broadcast logs or other technical records. **E**

**MEDIA SYSTEMS ENGINEER (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Coordinate with the lessee of District ITFS channels and the local cable franchisee a regular monitoring and trouble-shooting system for all linkages of the television broadcast signal routing from point of origination at the broadcast studio to site receivers. **E**
- Provide technical/operational assistance to EBS Broadcast Technician as needed to operate station according to schedule. **E**
- Prepare and carry-out a plan of regularly scheduled preventative and emergency maintenance for all equipment associated with broadcast control and site TV distribution systems. **E**
- Keep abreast of changes in all FCC technical requirements and developments which affect the District's ITFS Broadcast license or future license renewals. **E**
- Budget for and maintain an inventory of equipment, supplies and parts needed to conduct the routine, preventative and emergency aspects of the job requirements in a timely, expeditious and cost-effective manner. **E**
- Provide technical training and supervision of others involved in the installation, repair, upkeep and use of EBS equipment. **E**
- Coordinate the installation, major modification, relocation and disposition of equipment, wiring/cabling, hardware and mountings with the appropriate District departments and/or their designated consultants, contractors and installers. **E**
- Assist in writing equipment specifications and evaluate such equipment and materials in accordance with District standards. **E**
- The requirements of this position include the duties, knowledge, and abilities of the Media Services Technician. **E**
- Perform related duties as assigned.

## **MEDIA SYSTEMS ENGINEER (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Familiarity with headend and IP transport equipment including multi-bitrate encoders, decoders, multiplexers, rateshapers, segmenters, encryption devices, switches and transcoders is required.
- Familiarity with principals of electronic circuitry design and function both analog and digital as applied to all phases of television production, recording, broadcast, reception and local area TV signal distribution.
- Installation, operation and maintenance of a variety of television production, recording, editing, signal routing, automated broadcast control, transmission and reception equipment both analog and digital including related test instruments.
- Familiarity with principals of broadband television and other signal distribution systems as they apply to the delivery of television signals or other forms of multi-media transmission throughout a school campus.
- Basic understanding that would apply to but not be limited to the transmission properties, limitations, and relative costs of various signal conductors including coaxial cable, twisted-pair, fiber and wireless and the associated methods of installation.
- Current technology in the field of specialty and ways to keep up with changes.
- Federal Communications Commission regulations concerning the operation of the Instructional Television Fixed Service.

#### Ability to:

- Read, understand and interpret written operational and maintenance instructions or specifications including schematics of electronic and logical circuitry .
- Plan, select, install, operate, troubleshoot and maintain television production, broadcast and reception equipment and systems.
- Operate and service color television cameras, remote camera controllers, video and audio recorders/players, video/audio switchers and mixers, audio/video editors, character/special effects-generators, computer-based automated broadcast controllers, signal correction and stabilizing devices, signal distribution and routing equipment, RF modulators, satellite down-link antennas/receivers, TV receiver/monitors, analog to digital encoder or scanning devices.
- Diagnose and repair malfunctions in a variety of electronic and mechanical audio/video production, broadcast, transmission and receiving/display devices using state-of-the-art test instruments.
- Read, understand and analyze electronic schematics and logical circuitry.
- Train and supervise staff in the operation and maintenance of a television system including but not limited to production, broadcast, transmission, receiving and signal distribution.
- Maintain records and prepare reports.
- Plan and supervise work.



**MEDIA SYSTEMS ENGINEER (CONTINUED)****KNOWLEDGE AND ABILITIES:** (continued)Ability to: (continued)

- Meet schedules and time lines.
- Establish and maintain effective working relationships with other.
- Communicate effectively with others.
- Work independently and reliably with little direction.
- Solve problems and take corrective action collaboratively and cooperatively.
- Understand and follow oral and written direction.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to an A.S. Degree, supplemented by two years of advanced technical training in telecommunications, radio, television, telephony or basic electronics and **ten** years of experience involving television production, broadcast, transmission and/or reception systems. Additional paid experience may be substituted for the required college training on a year-for-year basis.

**LICENSES OR OTHER REQUIREMENTS:**

A valid California driver's license

**WORKING CONDITIONS:**Environment:

- District Instructional Television Center, classrooms and other remote production sites.
- Noise from equipment operation.
- Driving a vehicle to conduct work.

Physical Abilities:

- Seeing to view a television screen, read materials and drive a vehicle.
- Dexterity of hands and fingers to operate assigned tools and equipment.
- Hearing and speaking to exchange information.
- Reaching overhead, above the shoulders and horizontally.
- Climbing and working from heights.
- Bending at the waist, kneeling, or crouching.
- Walking and standing.
- Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding sixty (60) pounds.

## **MEDIA SYSTEMS ENGINEER (CONTINUED)**

### **HAZARDS:**

- Working at heights.
- Working below ground.

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

Board Approved: 4/28/15 (2/97,5/01)



## SANTA ANA UNIFIED SCHOOL DISTRICT

### NETWORK TECHNICIAN

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, provides excellent support to users of all devices and application systems. This includes analyzing, diagnosing, trouble-shooting, escalating, and driving an issue to resolution. All incidents and cases are logged, prioritized, and resolved in a timely manner; ensuring proper coordination with all technology support and engineering teams, as well as with functional subject matter experts. Improves student application systems and business processes driving increased operational efficiency and effectiveness. Provide district-wide technical and resource services in the installation, configuration, operation, repair, maintenance, troubleshooting of computer hardware, peripheral equipment, and software for both network connected Devices, Personal Computer and/or Apple computers. Install software and establish access rights and security. Troubleshoot wireless LAN infrastructure. Assist with troubleshooting, local and wide-area network. Diagnose network hardware and peripheral equipment. Provide user support training and assistance.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Function as customer advocate in system releases and enhancements. **E**
- Communicate status updates to technology and the user community. **E**
- Coordinate with network support and application support to prioritize, escalate, and driver recommendations to resolution and implementation. **E**
- Participate in Problem Management by doing root cause analysis and providing solutions to mitigate risk, ensure data integrity, and increase operational effectiveness. **E**

**NETWORK TECHNICIAN: (CONTINUED)****REPRESENTATIVE DUTIES: (continued)**

- Continually discover ways to improve processes and operational effectiveness and efficiency. **E**
- Inspect, repair, assemble, install, and configure computers and related equipment. **E**
- Install new software and establish access rights and security. **E**
- Perform diagnostics on network attached PC's and/or Apple computers. **E**
- Format hard disks, install disk operating systems, establish directory structures and perform related tasks. **E**
- Install Software and software upgrades. **E**
- Download service patches and other appropriate software from the internet; install as necessary. **E**
- Back-up software as appropriate; archive data; restore data as needed. **E**
- May perform virus scanning and maintain security software as needed. **E**
- Provide, or assist in providing, users with applications software, computer hardware, and peripheral equipment training. **E**
- Troubleshoot, isolate, and correct computer, peripheral, and network problem. **E**
- Prepare support documentation. **E**
- Establish and maintain a variety of records related to responsibilities and generate reports as requested. **E**
- Assist network staff in troubleshooting network cabling projects and basic network equipment installation such as patch cord wiring, conduit, jacks, punch blocks, transceivers, hubs, switches, file servers, and network interface cards. **E**
- Perform related duties as assigned.

**NETWORK TECHNICIAN: (CONTINUED)****KNOWLEDGE AND ABILITIES:****Knowledge of:**

- Installation, configuration, operation, repair, maintenance, troubleshooting, and diagnosis of PC's and/or Apple computer/network hardware, software, and peripheral equipment.
- Installation, maintenance, repair, and inspection of network cabling and hardware.
- Troubleshooting, problem-solving techniques, and repair techniques.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.

**Ability to:**

- Focus on details and work in a fast-paced, growth environment while meeting daily challenges with multiple competing priorities and pressures.
- Excellent troubleshooting and debugging skills; ability to deliver high-quality results.
- Outstanding written and oral communication skills; ability to prepare and conduct management briefings with senior leaders.
- Great interpersonal and teaming skills; ability to collaborate effectively with others
- Initiative; ability to work autonomously (in all work locations and situations)
- Organize, schedule, and coordinate a variety of complex activities and projects.
- Effectively work with network technologies, maintenance, and implementation.
- Effectively install, upgrade, and maintain district software applications.
- Read, understand, and interpret manufacturer's schematics, and hardware, operating system, and software manuals; apply such information as appropriate.
- Recognize and diagnose problems in computer and network hardware and software.
- Understand and follow written and oral communication.
- Safely operate and care for tools, equipment, and materials used in the diagnostics and installation of computers and their peripherals.
- Access the internet to download service patches and other appropriate software, etc.
- Communicate effectively orally and in writing.
- Establish and maintain effective relationships with those contacted in the course of work.
- Obtain Apple certified desktop certification within first year of employment.
- Driving a vehicle to conduct work.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to an Associate's degree or coursework in computer science, computer engineering, information systems, or a closely related field. Five (5) years or more of recent, progressively responsible computer experience using a variety of computer software and operating systems in a network environment and coordinating help desk services including e-mail.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

**WORKING CONDITIONS:****Environment:**

- Information Technology (IT) environment.
- Noise from equipment operation.
- Driving a vehicle to conduct work.

**Physical Abilities:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- While performing the duties of this job, the employee is regularly required to sit; stand; walk; use hands to finger, handle, or feel objects, tools, or controls.
- The employee is occasionally required to climb or balance; and stoop, kneel, crouch, or crawl.
- The work may require routinely lifting or moving up to 50 pounds and occasionally lift and/or move up to 50 pounds.
- Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The selected candidate must be able to perform the duties of a rigorous work schedule which includes lifting, loading, and unloading, and pass a physical examination and drug screen certifying this ability.

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

Board Approved: 4/28/15 (2/94, 5/01, 3/11)



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **MEDIA SYSTEMS TECHNICIAN**

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services, or designee, assists the Media Systems Engineer in the operation, repair and maintenance of television origination and receive-site distribution systems for the purpose of providing televised instructional and informational materials for students, staff and the community. The position is responsible to ensure all AV and Video Teleconference (VTC) issues are supported, manage district Video equipment in conference rooms, and handle video systems.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Assists in the installation, operation, troubleshooting and maintenance of all electronic, mechanical and other equipment, analog/digital systems, and related test instruments employed at the District's broadcast and production facilities. **E**
- Assists at all District television receive sites in the installation, operation and maintenance of the various pieces of equipment, cable and related hardware used to distribute high quality, reliable television signals from the site's head end to each television receiver throughout the plant. **E**
- Provide support to Video Conferencing equipment by performing daily checks, upgrading as planned, and providing logistical support for large meetings. **E**
- Works cooperatively and productively with the technical staff from Sprint (or other lessees of District-licensed ITFS frequencies), the City of Santa Ana's franchised cable operator(s), and other appropriate District departments; maintains reliable, high quality transmission of television signals to all receive sites and seeks ways to improve system performance. **E**

## **MEDIA SYSTEMS TECHNICIAN (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

- Cooperates with the lessee of District ITFS channels and the local cable franchise in maintaining an ongoing system of performance monitoring and troubleshooting for all linkages of the television broadcast signal routing from point of origination at the broadcast studio to site receivers. **E**
- Reads, understands, and interprets written operational and maintenance instructions or specifications including schematics of electronic and logical circuitry; applies understanding to the installation, setup, systems integration, operation, testing and repair of the associated equipment. **E**
- Provides technical/operational assistance to EBS Media Operation Specialist as needed to operate station according to schedule. **E**
- Cooperates with Media Systems Engineer in maintaining a functional and secure inventory control system of equipment, supplies, and parts. **E**
- Assists in the installation, major modification, relocation, and disposition of equipment, wiring/cabling, hardware and mountings with the appropriate District departments and/or their designated consultants, contractors and installers in a way to minimize redundancy of effort, associated costs and disruptions to the school learning environment. **E**
- Keeps up to date with changes in all technical requirements and developments which affect the District's television broadcast operation. **E**
- Assists in evaluating equipment and materials in accordance with District standards. **E**
- Provides positive guidance and reinforcement to the school staff in the proper use and care of Media equipment. **E**
- Performs related duties as assigned.



**MEDIA SYSTEMS TECHNICIAN (CONTINUED)****KNOWLEDGE AND ABILITIES:****Knowledge of:**

- The basic principles of television production, recording, broadcast, reception, and local area TV signal distribution.
- Basic principles of broadband television and other signal distribution systems as they apply to the delivery of television signals or other forms of multi-media transmission throughout a school campus.
- Transmission properties, limitations, and relative costs of various signal conductors including coaxial cable, twisted-pair, fiber, and wireless and the associated methods of installation.
- Current technology in the field of specialty and ways to keep up with changes.

**Ability to:**

- Install, operate, and maintain television production, broadcast, transmission, and reception equipment and systems including but not limited to color television cameras; audio/video recorders/players, switchers, mixers, and editors; character/special effects-generators; computer-based automated broadcast controllers; signal correction and stabilizing devices; signal distribution equipment; RF modulators, satellite down-link antennas/receivers, TV receiver/monitors, analog to digital encoder or scanning devices.
- Interpret electronic schematics and logical circuitry.
- Provide positive guidance to school staff in the use and care of equipment.
- Maintain records of work completed and materials used.
- Meet schedules and time lines.
- Establish and maintain effective working relationships with others.
- Communicate effectively with others.
- Solve problems and take corrective action collaboratively and cooperatively.
- Understand and follow oral and written direction.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to an Associate Science Degree supplemented by two years of technical training in telecommunications, radio, television, telephony or basic electronics and two years of experience involving television production, broadcast, transmission and/or reception systems. Additional paid experience may be substituted for the required technical training on a year-for-year basis.

**LICENSES AND OTHER REQUIREMENTS:**

A valid California driver's license

## **MEDIA SYSTEMS TECHNICIAN (CONTINUED)**

### **WORKING CONDITIONS:**

#### **Environment:**

- District Instructional Television Center, classrooms and other remote production sites.
- Noise from equipment operation.
- Driving a vehicle to conduct work.

#### **Physical Abilities:**

- Seeing to view a television screen, read materials and drive a vehicle.
- Dexterity of hands and fingers to operate assigned tools and equipment.
- Hearing and speaking to exchange information.
- Reaching overhead, above the shoulders and horizontally.
- Climbing and working from heights.
- Bending at the waist, kneeling or crouching.
- Walking and standing for periods of time.
- Lifting, carrying, pushing or pulling moderately heavy objects, normally not exceeding sixty (60) pounds.

#### **HAZARDS:**

- Working at heights.
- Working below ground.

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



## **SANTA ANA UNIFIED SCHOOL DISTRICT**

### **BUSINESS ANALYST I**

#### **JOB SUMMARY:**

Under the direction of the Director Technology Innovation Services , or designee, will provide business analysis expertise in the assessment, planning, acquisition, design, development and implementation of administrative systems solutions; experience with strategic information technology planning; systems development life cycle concepts and best practices methodologies; be proficient in business process analysis; have demonstrated experience interviewing, gathering and organizing business requirements using industry established methodologies; experience with software selection processes and vendor scorecard evaluations; extensive experience performing project implementation activities, such as writing quality assurance test plans, and preparing and delivering business user training. Candidate must be able to initiate and establish working relationships in a complex, decentralized environment and have experience as a Business Analyst in student information, human capital and financial reporting systems.

#### **DISTINGUISHING CHARACTERISTICS:**

Incumbents in this classification apply their knowledge of the systems development life cycle to student information and financial reporting systems to assist (staff and site) users in defining requirements and utilizing services. Student information systems include attendance, grading, testing, graduation requirements and ADA reporting. Financial reporting systems include general ledger, payroll, budget, accounts payable, and purchasing. The role of the Business Analyst will be the assessment, design, development and implementation of student and administrative systems solutions to support district's mission and goals, leveraging systems and processes operational efficiencies.

#### **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**
- Provide exceptional customer service and end-user support for application systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**

**REPRESENTATIVE DUTIES:** (continued)

- Lead efforts to ensure that information systems support the organizational mission and objectives and coordinate the process of defining, investigating and solving problems related to business systems. **E**
- Lead and coordinate assessment studies evaluating the potential for automating existing or proposed work functions or processes and assess the feasibility of creating or modifying applications to meet user requirements. **E**
- Review, research and evaluate software to determine its usefulness and appropriateness as related to existing or proposed business systems; assist with the development of preliminary and detailed system design documents for in-house and vendor computer systems. **E**
- Lead the elicitation and gathering of business and systems requirements using interviews, surveys, job shadowing and other elicitation techniques. **E**
- Analyze new business requirements, system functionality, current system use and user needs; specify functional designs and work with developers and analysts to implement. **E**
- Work with staff and site personnel in defining user requirements and preparing documentation for users and programmers; may conduct surveys to determine user priorities; coordinate implementation of modifications and requested services. **E**
- Develop system design for new or revised student and business systems; document and analyze input/output requirements, procedural flow between departments, operational audits and organizational structures. **E**
- Train users in the most effective and efficient utilization of the current systems and upcoming modifications to the systems; develop and conduct training classes; prepare training materials and user documentation. **E**
- Develop instructional materials, training and job aids to support client use of the application. **E**
- Organize information in partnership with student and business programs. Ensure student and business data accuracy and systematic and timely approach toward alumni data acquisition, collection and entry. **E**
- Work in partnership with multiple stakeholders, including Educational Services and Business Services, to ensure processes reflect best practices for meaningful process interactions, documentation and follow-up. **E**

**BUSINESS ANALYST I (CONTINUED)****REPRESENTATIVE DUTIES:** (continued)

- Coordinate systems interface and synching with student and business systems as applicable. **E**
- Advise users requiring assistance in solving complex problems or issues regarding student, management and business systems. **E**
- Strong professional commitment to the success of learning community, coupled with a thorough understanding of the technology and data behind Business Intelligence applications. **E**
- Serve as contact person in identifying and solving user problems. **E**
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**Knowledge of:

- Excellent database skills and intermediate to advanced SQL programming.
- OBIEE Analysis, BI Publisher, OBIEE RPD Development.
- ETL, reporting table design, data warehouse concepts, and Meta data concepts.
- Exposure to BI Tools like OBIEE Suite.
- Knowledge of ERP systems like Oracle Financials, and Human Resources.
- Prior education experience in Student Information System and ERP reporting.
- Systems analysis and programming (Structured Query Language (SQL), Programming Logic (PL), and Java.
- Student information of financial reporting systems or the ability to obtain this knowledge in a reasonable amount of time.
- Elements of training and instruction.
- English grammar, syntax and punctuation.
- School District organization, operations and objectives.
- User/Computer relations.
- Computers and their capabilities.
- City and community cultures.

Ability to:

- Highly effective interpersonal skills along with strong written and verbal skills.
- Proven problem solving and analytical skills.
- Demonstrated ability to work effectively in a team environment.
- Understanding of some common business functions such as finance, procurement, student admissions, human resources, research administration, etc.
- Monitor and track requests for reports and enhancements.

Minutes  
April 28, 2015  
**BUSINESS ANALYST I (CONTINUED)**

**KNOWLEDGE AND ABILITIES:** (continued)Ability to: (continued)

- Create, design, maintain, and update reports and accompanying documentation.
- Work on BI Projects to develop new dashboards, reports, and other content.
- Learn new data structures and help design reporting tables.
- Provide small group and one-on-one training for reporting.
- Provide Help Desk support for both front line issues and in-depth technical issues.
- Organize and coordinate complex projects.
- Analyze and develop solutions to problems for effective data utilization.
- Communicate effectively both orally and in writing.
- Apply knowledge of process analysis to a wide range of user requests.
- Develop and conduct training workshops.
- Operate a computer and computer programs.
- Perform the essential functions of the job.

**EDUCATION AND EXPERIENCE:**

Bachelor's Degree in Computer Science, Information Technology, MIS or related field, and four (3) or more years of experience in data analysis, report and dashboard design, and development. Experience in Oracle highly desired.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

**WORKING CONDITIONS:**Environment:

- Data Center processing computer and office environment.
- Driving a vehicle to conduct work.

Physical Abilities:

- Hearing and speaking to exchange information and make presentations.
- Seeing to view a computer monitor, read materials and drive a vehicle.
- Dexterity of hands and fingers to operate a computer keyboard.
- Sitting or standing for extended periods of time.
- Lifting or moving objects, normally not exceeding twenty (20) pounds.

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

Board Approved: 4/28/15 (8/87, 5/01, 12/02, 3/11)



## SANTA ANA UNIFIED SCHOOL DISTRICT

### WEB INFRASTRUCTURE SYSTEMS ADMINISTRATOR

#### **JOB SUMMARY:**

Under the direction of the Director of Technology Innovation Services will be responsible for managing web infrastructure and current infrastructure tools including directory, scalability, redundancy, security, backups and disaster recovery. Experience deploying and administering Virtual Desktop Integration (VDI) is desired. This position is responsible for the design, implementation and maintenance of internally and externally web infrastructure and applications. This person will project manage to include requirements gathering, solution design and build solutions that meet user needs.

#### **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**
- Provide exceptional customer service and end-user support for application systems and network systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Responsibilities include performing project management duties for web-related initiatives and enhancements. This includes facilitating project scope/definition, planning, implementation, testing, launch, tracking and follow-up. **E**
- Manage the District's network infrastructure, that includes a variety of physical servers including Windows, Ubuntu, Brocade SAN, storage systems (Microsoft DPM, Compellent Storage Center and EMC). **E**
- Triage issues and provide support for users and computer support staff. **E**
- Support other staff members in the management of the District's server infrastructure and network. **E**
- Develop and ensure web data integrity and security, and design web site user interfaces, surveys and registration forms. **E**

## **WEB INFRASTRUCTURE SYSTEMS ADMINISTRATOR (CONTINUED)**

### **REPRESENTATIVE DUTIES:** (continued)

- Will function as a technical function matter expert and maintaining close contact with key functional user representatives to ensure the Web infrastructure systems are providing value and information-sharing capabilities. **E**
- Will evaluate new software for use in the technical arena; make recommendations related to new software, tools and hardware related to the web infrastructure. **E**
- Perform ongoing research and testing of new tools, software and products related to web infrastructure, implement new technologies to meet the needs of the District. **E**
- Will assure the functionality of the infrastructure running behind the web sites. **E**
- Will troubleshoot web infrastructure problems, related application problems and other programs that run in conjunction with the web infrastructure. **E**
- Upgrade existing infrastructure and implement new technologies. **E**
- Perform related duties as assigned.

### **KNOWLEDGE AND ABILITIES:**

#### Knowledge of:

- Microsoft, Apache, MySQL, and SQL Server
- Experience with Dell Compellent Storage Center and Microsoft Data Protection Manager (DPM).
- Web programming HTML, CSS, VB Script, DHTML, ASP, ASP.Net and JavaScript.
- Browser compatibility issues for all platforms/major browsers.
- Proficiency in relational database design, development maintenance, and troubleshooting.
- Strong working know ledge of Windows and Linux Servers.
- Graphics, web design with a strong sense of creativity, and experience using relevant web design tools.
- Working knowledge of Microsoft Office.
- Working knowledge in multimedia and streaming applications and and other relevant multimedia tools.
- General understanding of SFTP client s/server environment.
- In depth knowledge of Windows OS, Linux (Ubuntu), Mac OS (OS X 10.x) Google Chrome, Android, and iOS.
- In depth understanding of and experience working with server and storage technologies, including SAN, RAID, and NAS.



**WEB INFRASTRUCTURE SYSTEMS ADMINISTRATOR (CONTINUED)****KNOWLEDGE AND ABILITIES:****Knowledge of:**

- In depth knowledge of and experience with server virtualization technologies and including experience with VMWare and VSphere 5.1.
- Server administration experience.
- Experience with DNS and DHCP.
- Understanding of the following technologies: Exchange, Active Directory, LDAP, Open Directory, enterprise antivirus, and identity federation.
- Basic networking, including TCP/IP and VLAN
- Experience working with Fibre Channel and iSCSI technologies.
- Experience setting up and managing web infrastructure (MS, Apache, MySQL and SQL Server) or current infrastructure tools, including scalability, redundancy, security, backups, and disaster recovery is required.
- Strong skills with shell commands and scripting are required.
- Experience applying application and database security best practices in a production environment.
- Extensive hardware and software troubleshooting skills and experience.
- Experience providing both Tier 1 and Tier 2 support.
- Strong organization skills.

**Ability to:**

- Lead and mentor others.
- Assume responsibility for the operation and management of web servers.
- Keep current with and understand emerging web development technologies.
- Work effectively with administrators, teachers, and classified staff
- Communicate effectively both orally and in writing.
- Manage the District's physical server infrastructure, including providing development, testing and production environments to staff as needed.
- Perform the essential functions of the job.
- Collaborate with team members, software vendors and other technical staff to develop, design, implement and continuously improve systems.
- Manage the District's storage resources including the MS DPM, Dell Compellent and EMC devices throughout their lifecycles.
- Ensure that servers and services are appropriately updated and patched, ensuring system security and reliability.
- Initiate and manage upgrades and procurement of replacement equipment as required.
- Allocate and manage resources and ensure that sufficient capacity exists to meet District needs.
- Manage the District's server backup solution.
- Manage DNS and DHCP services.
- Manage, maintain and upgrade the District's Fiber Channel SAN.
- Participate in the management of ongoing strategic programs as assigned.

## **WEB INFRASTRUCTURE SYSTEMS ADMINISTRATOR (CONTINUED)**

### **KNOWLEDGE AND ABILITIES:** (continued)

#### Ability to: (continued)

- Maintain high standards in terms of written materials/documentation, including system level documentation, infrastructure/incident reports and monitoring anomalies.
- Triage and repair problems with assigned systems.
- Provide technical leadership to computer support technicians and network technicians.
- Work on multiple projects simultaneously and prioritize appropriately.
- Perform related duties as assigned.

### **EDUCATION AND EXPERIENCE:**

Level of knowledge equivalent to that ordinarily acquired through completion of a B.A. or B.S. degree. Four years of professional experience designing and developing websites. Java, and ASP with coding experience. Microsoft Windows Server and related technologies. Familiarity with Section 508 requirements of or ADA Compliance. Experience in large organizations and cross-functional groups strongly recommended. Working knowledge and experience with Website analytic tools.

### **LICENSES AND OTHER REQUIREMENTS:**

Valid California driver's license.

### **WORKING CONDITIONS:**

#### Environment:

Typical office environment

#### Physical Abilities:

- Hearing and speaking accurately to exchange information.
- Dexterity of hands to operate a computer keyboard.
- Lifting or moving objects, normally not to exceed forty (40) pounds.

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

Board Approved: 4/28/15 (11/04)

1 RESOLUTION NO. 14/15-3048

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 ASIAN PACIFIC AMERICAN HERITAGE MONTH

6 MAY 2015

7  
8 WHEREAS, the State of California is home to more than 700,000 students of  
9 Asian and Pacific Islander descent, from kindergarten through grade 12; and,

10 WHEREAS, the Santa Ana Unified School District is home to over 1,700  
11 students of Asian Pacific Islander descent, representing 27 different languages;  
12 and,

13 WHEREAS, these students reflect the great diversity of culture and heritage  
14 of the many countries of Asia and the Pacific Islands; and,

15 WHEREAS, the people of Asia and the Pacific Islands who came to this country  
16 and their descendants have made substantial contributions to California's growth  
17 and development and have woven clear, distinct threads into this nation's social  
18 fabric; and,

19 WHEREAS, Asian Pacific Islanders serve to enrich the quality of our society  
20 through their daily contributions; and,

21 WHEREAS, the Santa Ana Unified School District is committed to honoring and  
22 respecting the many contributions made by the local Asian Pacific American  
23 community, including the parents and students of the District; and,

24 WHEREAS, the Santa Ana Unified School District is committed to educating our  
25 teachers, staff, and administrators about the educational needs and concerns about  
26 the Asian Pacific Islander students enrolled in the District;

1 WHEREAS, the Santa Ana Unified School District will continue to provide  
2 opportunities for Asian Pacific Islander parents to participate in educational  
3 programs;

4 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Board of Education  
5 proclaims the month of May 2015 as Asian Pacific American Heritage Month and  
6 encourages all schools community organizations, businesses, and the City of Santa  
7 Ana to commemorate this occasion with appropriate instructional and celebration  
8 activities.

9 Upon motion of Member Amezcu and duly seconded, the foregoing  
10 Resolution was adopted by the following vote:

11 AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, and Rob Richardson

12 NOES:

13 ABSENT: Jose A. Hernandez

14 STATE OF CALIFORNIA )  
15 ) ss.  
16 COUNTY OF ORANGE )  
17

18 I, John Palacio, President of the Board of Education of the Santa Ana  
19 Unified School District of Orange County, California, hereby certify that the  
20 above and foregoing Resolution was duly adopted by the said Board at a regular  
21 meeting thereof held on the 28 day of April, 2015, and passed by a vote of  
22 \_\_\_\_\_ of said Board.

23 IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of April,  
24 2015.

25  
26 

27 John Palacio

28 President, Board of Education

29 Santa Ana Unified School District

1                                 **RESOLUTION NO. 14/15-3040**

2   **BOARD OF EDUCATION**

3   **SANTA ANA UNIFIED SCHOOL DISTRICT**

4   **ORANGE COUNTY, CALIFORNIA**

5  
6   **TEACHER/SUPPORT STAFF APPRECIATION WEEK**

7   **AND**

8   **CLASSIFIED SCHOOL EMPLOYEE WEEK**

9  
10                 WHEREAS, education is the basis for attaining individual success and for  
11 developing an informed, responsible society; and,

12                 WHEREAS, the future of this school district, state and nation depends  
13 largely on the tremendous contributions of our teachers, support staff, and  
14 classified employees to the children of Santa Ana; and,

15                 WHEREAS, teachers, support staff, and classified employees are partners  
16 along with parents in producing an environment that supports and encourages  
17 learning; and,

18                 WHEREAS, the Board of Education of the Santa Ana Unified School District  
19 recognizes that through the collective work of teachers, support staff and  
20 classified employees, the children of Santa Ana will be provided a world-class  
21 education to ensure that they are college and career ready; and,

22                 WHEREAS, this school district is cognizant of the importance of this  
23 collaboration for the benefit of all students; and,

24                 WHEREAS, it is appropriate for the Santa Ana Unified School District to  
25 acknowledge its teacher corps and support staff on Day of the Teacher and its  
26 classified staff during Classified School Employee Week;

27                 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's  
28 Board of Education proclaims May 4-8, 2015, as National Teacher/Support Staff  
29 Appreciation Week in addition to proclaiming May 18-22, 2015, as Classified School



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

RESOLUTION NO. 14/15-3041

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Proclamation Declaring National School Nurses' Week

WHEREAS, our children are our most valuable resource, and educational achievement is directly affected by their health and well-being; and,

WHEREAS, our school district continues to enroll students and provide education to those with multiple-and-severe health conditions; and,

WHEREAS, the number of students with unmet health needs is increasing, thereby potentially interfering with normal developmental milestones and academic success; and,

WHEREAS, school nurses are charged with the responsibility of addressing these critical issues and providing diligent care for the health, development, and disease control of all students through implementation of the health services program; and,

WHEREAS, school nursing services include health assessments, interventions, education, referrals, development and supervision of specialized health care plans for medically involved students, and networking with community agencies.

NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's Board of Education declares May 6-12, 2015, as "National School Nurses' Week" and commemorates the unique contribution of school nurses to the total educational program.


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

AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, and Rob Richardson

1 NOES:  
2 ABSENT: José A. Hernández  
3 STATE OF CALIFORNIA )  
4 ) ss.  
5 COUNTY OF ORANGE )  
6

7 I, Rick Miller, President of the Board of Education of the Santa Ana Unified  
8 School District of Orange County, California, hereby certify that the above and  
9 foregoing Resolution was duly adopted by the said Board at a regular meeting  
10 thereof held on the 28<sup>th</sup> day of April, 2015, and passed by a vote of 4-0 of said  
11 Board.

12 IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of April, 2015.  
13

14   
15 \_\_\_\_\_  
16 Richard Miller, Ph.D.  
17 Secretary to the Board of Education  
18 Santa Ana Unified School District  
19



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. 14/15-3042**

**BOARD OF EDUCATION**

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**ORANGE COUNTY, CALIFORNIA**

**NATIONAL POLICE WEEK**

WHEREAS, Santa Ana Unified School District Police Department plays an essential role in safeguarding the rights and freedoms of the students, staff and school community; and,

WHEREAS, it is important for the school community to know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency and its members; and,

WHEREAS, in 1962, President John F. Kennedy signed Public Law 87-726 designating May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directing that the flag of the United States be displayed at half-staff on all government buildings on May 15 each year.

WHEREAS, 286 police officers lost their lives in the line of duty nationwide during 2014; and,

WHEREAS, the Board of Education of the Santa Ana Unified School District recognizes that members of the School Police Department play an essential role in safeguarding the rights and freedoms of all stakeholders served by our school district; and,

WHEREAS, it is appropriate for the Santa Ana Unified School District to acknowledge its members of Santa Ana Unified School District Police Department during National Police Week;

1 NOW, THEREFORE, BE IT RESOLVED: That the Santa Ana Unified School District's  
2 Board of Education proclaims May 11-17, 2015, as National Police Appreciation  
3 Week, and in addition, urges all citizens to participate in observances that  
4 express their gratitude and appreciation for our police officers.

5 Upon motion of Member Amezcua and duly seconded, the foregoing  
6 Resolution was adopted by the following vote:

7 AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, and Rob Richardson

8 NOES:

9 ABSENT José A. Hernández

10 STATE OF CALIFORNIA )  
11 ) ss.  
12 COUNTY OF ORANGE )

13  
14 I, Rick Miller, Secretary of the Board of Education of the Santa Ana Unified  
15 School District of Orange County, California, hereby certify that the above and  
16 foregoing Resolution was duly adopted by the said Board at a regular meeting  
17 thereof held on the 28<sup>th</sup> day of April, 2015, and passed by a vote of 4-0 of said  
18 Board.

19 IN WITNESS WHEREOF, I have hereunto set my hand this 29<sup>th</sup> day of April, 2015.

20  
21 

22 Richard L. Miller, Ph.D.

23 Secretary to the Board of Education

24 Santa Ana Unified School District



**AGENDA ITEM BACKUP SHEET**  
**May 12, 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.

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - May 12, 2015

School:	Gift:	Amount:	Donor:	Used for:
Greenville Fundamental		\$1,831	Greenville PFO Mr. John Palacio Santa Ana	Instructional and school supplies
Lincoln Elementary		\$1,015	Studio 1 Mr. James and Mrs. Libby Kelm Rancho Cucamonga	Instructional supplies
Martin Elementary		\$500	Cypress Premium Funding Mr. Rudy Castro Laguna Niguel	Instructional supplies
Technology Innovation Services		\$14,000	Western Digital Foundation Mr. Ashton Steffanci Irvine	Various capacity external hard drives for Mac computers
<b>May 12, 2015 donations</b>		<b>\$17,346</b>		
<b>2015 Total donations</b>	<b>\$168,224</b>	<b>\$185,570</b>		

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

DH:lr

**AGENDA ITEM BACKUP SHEET**  
**May 12, 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 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips.

SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - May 12, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 2-3, 2015 (Tuesday - Wednesday)	MacArthur Fundamental Intermediate School Catalina Island Safari Overnight Ecology Field Trip The Ocean Institute Dana Point	\$37.00 per student (s) (cost paid by Adopt a Classroom.org & fundraising)	35	11
June 3-5, 2015 (Wednesday - Friday)	Muir Fundamental Elementary School Outdoor Science School The Irvine Ranch Outdoor Education Center Orange	\$195.00 per student (s) (cost paid by donations)	150	16
June 22-27, 2015 (Monday - Saturday)	Santa Ana High School NJROTC Leadership Academy The Irvine Outdoor Education Center Orange	\$250.00 per student (s) (cost paid by NJROTC)	6	1
July 31-August 3, 2015 (Friday - Monday)	Santa Ana High School Cheer Camp Hyatt Regency Resort and Spa Indian Wells	\$395.00 per student (s) (cost paid by fundraising & donations)	35	4
August 11-14, 2015 (Tuesday - Friday)	Century High School 55 <sup>th</sup> Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara	\$265.00 per student (s) (cost paid by Title I, fundraising, & donations)	35	4

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

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for MacArthur Fundamental Intermediate School students to participate in the Catalina Island Safari Overnight Ecology Field Trip, through and starting at, the Ocean Institute in Dana Point, CA. The trip will be on June 2-3, 2015.

**OVERVIEW:** MacArthur Fundamental Intermediate School is requesting their students to participate in the Catalina Island Safari Overnight Ecology Field Trip, through and starting at, Dana Point, CA.

**RATIONALE:** The extended field trip will provide students with an exceptional enrichment opportunity to experience hands on science in a living classroom. Students will visit four different ecosystems, participate in animal classification exercises, study geological principals, and the comparative anatomy of both invertebrates and vertebrates. These exercises are aligned with both the 7<sup>th</sup> grade Life Science standards and the overall intent of our recently adopted common core standards. This unique experience will serve to enrich the overall education of our students and will most likely foster a deep interest in the sciences for years to come.

**PARTICIPANTS:** 35 students and 11 chaperones (4 certificated, 1 classified, and 6 Ocean Institute staff).

**COSTS:** \$37.00 per student – To include lodging, meals, and travel.

**\*FUNDING:** Cost paid by Adopt a Classroom.org and fundraising.

**RECOMMENDATION:** Approve the request for MacArthur Fundamental Intermediate School students to participate in the Catalina Island Safari Overnight Ecology Field Trip at the Ocean Institute in Dana Point, CA on June 2-3, 2015.



## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Muir Fundamental Elementary School students to participate in the Outdoor Science School at the Irvine Ranch Outdoor Education Center in Orange, CA. The trip will be on June 3-5, 2015.
- OVERVIEW:** Muir Fundamental Elementary School is requesting their students to participate in the Outdoor Science School in Orange, CA.
- RATIONALE:** The Outdoor Science School allows the students to investigate the natural environment using a hands-on approach. Students will attain knowledge of select biological and earth science concepts, as defined in the California Science Standards. Students will also learn responsibility and cooperation through group living.
- PARTICIPANTS:** 150 students and 16 chaperones (5 certificated and 11 Irvine Ranch staff).
- COSTS:** \$195.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Cost paid by student & donations.
- RECOMMENDATION:** Approve the request for Muir Fundamental Elementary School students to participate in the Outdoor Science School at the Irvine Ranch Outdoor Education Center in Orange, CA on June 3-5, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Santa Ana High School NJROTC cadets to participate in the NJROTC Leadership Academy at the Irvine Ranch Outdoor Education Center in Orange, CA. The trip will be on June 22-27, 2015.
- OVERVIEW:** Santa Ana High School is requesting their NJROTC cadets to participate in the NJROTC Leadership Academy in Orange, CA.
- RATIONALE:** This is an annual Leadership Academy, sponsored by the Chief of Naval Education and Training. Participation is available to both male and female cadets who are selected by the Naval Science instructors based upon the cadet's sustained outstanding performance in the unit and in school. The purpose of Leadership Academy is to become leaders within the NJROTC program. Cadets will be tested on their ability to compete in a stringent physical and mental environment. This training will also help them in their future after high school.
- PARTICIPANTS:** 6 students and 1 chaperone (1 certificated and numerous Naval Science instructors).
- COSTS:** \$250.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Cost paid by student & NJROTC.
- RECOMMENDATION:** Approve the request for Santa Ana High School NJROTC cadets to participate in the NJROTC Leadership Academy at the Irvine Ranch Outdoor Education Center in Orange, CA on June 22-27, 2015.

\* No student shall be prevented from making a trip because of a lack of sufficient funds. No trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. (Education Code 35330)

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Santa Ana High School students to participate in Cheer Camp at the Hyatt Regency Resort and Spa in Indian Wells, CA. The trip will be on July 31- August 3, 2015.
- OVERVIEW:** Santa Ana High School is requesting their students to participate in Cheer Camp in Indian Wells, CA.
- RATIONALE:** The Santa Ana High School Cheer Team for 2015-16 will be attending a two-night Cheer Camp through World Class Cheer. At this camp the team will have the opportunity to learn new choreography and learn stunt progressions. Learning proper stunt progressions leads to safer stunting and less injury. During the day the team will attend cheer workshops where they will learn new dances, cheers, and stunting techniques.
- PARTICIPANTS:** 35 students and 4 chaperones (4 classified).
- COSTS:** \$395.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Cost paid by student, fundraising, and donations.
- RECOMMENDATION:** Approve the request for Santa Ana High School students to participate in Cheer Camp at the Hyatt Regency Resort and Spa in Indian Wells, CA on July 31- August 3, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Century High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara. The trip will be on August 11-14, 2015.
- OVERVIEW:** Century High School is requesting their students to participate in the ASB Leadership Conference in Santa Barbara, CA.
- RATIONALE:** The field trip will provide students the opportunity to attend teambuilding workshops and to learn the fundamentals of their ASB position that will enhance their leadership skills. They will also be able to participate in activities with students from other schools.
- PARTICIPANTS:** 35 students and 4 chaperones (2 certificated and 2 classified).
- COSTS:** \$265.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Cost paid by Title I, fundraising, and donations.
- RECOMMENDATION:** Approve the request for Century High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 11-14, 2015.

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**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: May 12, 2015

	<u>Student Name</u>	<u>School/Grade</u>	<u>Charges</u>	<u>Recomm. Options</u>	<u>Placement</u>	<u>Date Eligible to Reapply</u>
1	340221	Community Day/7	C	2A	Special Education	05/12/16
2	331156	Saddleback/9	A, B, .4	2	Community Day HS	01/30/16
3	316193	Saddleback/10	B	2A	Special Education	05/12/16

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

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>(A) Caused, attempted, or threatened to cause physical injury</li> <li>(B) Possessed, sold, furnished a weapon, dangerous object, explosives</li> <li>(C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).</li> <li>(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</li> <li>(E) Committed or attempted to commit robbery or extortion</li> <li>(F) Caused or attempted to cause damage to school or private property</li> <li>(G) Stole or attempted to steal school or private property</li> <li>(H) Possessed or used tobacco or tobacco products</li> <li>(I) Committed an obscene act or engaged in habitual profanity or vulgarity</li> <li>(J) Possessed, offered, or arranged to sell paraphernalia</li> <li>(K) Disrupted school activities or willfully defied valid authority</li> <li>(L) Knowingly received stolen school or private property</li> <li>(M) Possessed an imitation firearm</li> </ul> | <ul style="list-style-type: none"> <li>(N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4</li> <li>(O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purpose of either preventing that student by being a witness or retaliating against that student by being a witness</li> <li>(P) Offering to sell or selling SOMA</li> <li>(Q) Hazing</li> <li>(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</li> <li>(T) Aids or abets in physical injury</li> <li>(.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity</li> <li>(.3) Engaged in hate crime (Grades 4-12 only)</li> <li>(.4) Harassment, threat, intimidation (Grades 4-12 only)</li> <li>(.7) Terrorist threats against school officials, school property or both</li> </ul> |
|--|---|

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**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 \$58,499

**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: May 12, 2015**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
437383	\$40,224	Red Rock Canyon School (RTC)
325638	\$9,159	Approach Learning and Assessment Center dba Olive Crest
324915	\$9,116	Ocean View School



**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

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

**ITEM:**                   **Consent**

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

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

---

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Special Education: Not to Exceed \$13,500

**RECOMMENDATION:**

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

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

---

**Board Meeting: May 12, 2015**

Student ID#:	Amount:	Expenditure:	Parent of:
404612	\$7,000	Educational Services	404612

Student ID#:	Amount:	Expenditure:	Attorney:
404612	\$6,500	Attorney Fees	Selogie & Brett Client Trust Account

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of April 15, 2015 through April 28, 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 April 15, 2015 through April 28, 2015.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of April 15, 2015 through April 28, 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 April 15, 2015 through April 28, 2015.



# Santa Ana Unified School District

---

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

Richard L. Miller, Ph.D., Superintendent

Date: April 29, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Subject: Purchase Order Summary: From 15-APR-2015 through 28-APR-2015

Fund 01 General Fund	\$2,110,023.39
Fund 12 Child Development	\$4,837.84
Fund 13 Cafeteria Fund	\$72,045.00
Fund 14 Deferred Maintenance Fund	\$119,904.53
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$36,000.00
Fund 25 Capital Facilities Fund	\$16,713.67
Fund 26 Measure G Bond	\$5,182.00
Fund 29 Measure G	\$273,385.27
Fund 35 County School Facilities Fund	\$80,859.48
Fund 40 Special Reserve Fund	\$178,283.38
Fund 81 Property & Liability	\$16,250.00
Grand Total:	\$2,913,484.56

Prepared By: Jonathan Geiszler, Director of Purchasing & Stores

---

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

## BOARD OF EDUCATION

John Palacio., President • Cecilia "Ceci" Iglesias, Member Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Rob Richardson, Member

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

From 15-APR-2015 through 28-APR-2015

Page: 1 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310190	TWINING CONSULTING, INC.			
OPSC School	Building Lab Tests	KING ELEMENTARY		\$19,956.07
Facilities Bond	Construction	SCHOOL		
Special Reserve Fund	Building Lab Tests Construction	VALLEY HIGH SCHOOL		\$17,072.00
Fund 40 Valley Sports Complex	Building Lab Tests Construction	VALLEY HIGH SCHOOL		\$9,975.00
310203	WARE DISPOSAL, INC.			
Unrestricted Discretionary Accounts	Housekeeping Services Trash	DISTRICTWIDE		\$626,000.00
311342	RAYBURN CORPORATION			
Measure G Series E		FACILITIES/ GOVERNMENTAL RELATIONS		\$85,000.00
Special Reserve Fund	Consultant Noninstructional	FACILITIES/ GOVERNMENTAL RELATIONS		\$37,500.00
311456	WEATHERITE CORPORATION			
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES		\$30,000.00
311485	POWER PLUS			
OPSC School Facilities Bond		MITCHELL CHILD DEVELOPMENT CENTER		\$26,890.00
311687	ORBACH, HUFF AND SUAREZ, LLP			
Unrestricted Discretionary Accounts	Consultant Noninstructional	FACILITIES/ GOVERNMENTAL RELATIONS		\$3,500.00
Cell Leases Facilities	Other Contracts	FACILITIES/ GOVERNMENTAL RELATIONS		\$13,000.00
SAUSD GO Bond, 2008 Election, Series A	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS		\$36,000.00
Capital Facilities Fund	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS		\$13,000.00
Special Reserve Fund	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS		\$5,000.00
SCE CA Solar Initiative	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS		\$7,226.00

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

From 15-APR-2015 through 28-APR-2015

Page: 2 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
311687	ORBACH, HUFF AND SUAREZ, LLP			
Fund 40 Valley Sports Complex	Plans All Other Printing, etc.	VALLEY HIGH SCHOOL		\$2,000.00
Fund 40 QZAB Solar Energy Savings 2012	Plans All Other Printing, etc.	FACILITIES/ GOVERNMENTAL RELATIONS		\$20,274.00
312757	CHEFS' TOYS			
Child Nutrition: School Programs	Supplies Inventory	NUTRITION SERVICES		\$31,500.00
312991	OneOC			2014/06/24
Unrestricted Discretionary Accounts	Consultants Instructional	THORPE FUNDAMENTAL ELEMENTARY SCHOOL		\$6,600.00
Unrestricted Discretionary Accounts	Consultants Instructional	WILSON ELEMENTARY SCHOOL		\$5,000.00
Unrestricted Discretionary Accounts	Consultants Instructional	KENNEDY ELEMENTARY SCHOOL		\$2,500.00
Unrestricted Discretionary Accounts	Consultants Instructional	KING ELEMENTARY SCHOOL		\$5,000.00
Unrestricted Discretionary Accounts	Consultant Noninstructional	KENNEDY ELEMENTARY SCHOOL		\$2,500.00
IASA: Title I Basic Grants Low Income	Sub Agreements for Services	MONTE VISTA ELEMENTARY SCHOOL		\$5,000.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	PIO PICO ELEMENTARY SCHOOL		\$5,000.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	DIAMOND ELEMENTARY SCHOOL		\$5,000.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	FREMONT ELEMENTARY SCHOOL		\$5,000.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	HARVEY ELEMENTARY SCHOOL		\$6,600.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	MARTIN ELEMENTARY SCHOOL		\$5,000.00

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

From 15-APR-2015 through 28-APR-2015

Page: 3 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
312991	OneOC		2014/06/24
	IASA: Title I Basic Consultants	MONTE VISTA	\$2,500.00
	Grants Low-Income Instructional	ELEMENTARY SCHOOL	
	IASA: Title I Basic Consultants	SEPULVEDA	\$5,000.00
	Grants Low Income Instructional	ELEMENTARY SCHOOL	
	IASA: Title I Basic Consultants	WASHINGTON	\$5,000.00
	Grants Low-Income Instructional	ELEMENTARY SCHOOL	
	IASA: Title I Basic Consultants	GARFIELD ELEMENTARY	\$5,000.00
	Grants Low-Income Instructional	SCHOOL	
	IASA: Title I Basic Consultants	WALKER ELEMENTARY	\$5,000.00
	Grants Low-Income Instructional	SCHOOL	
313557	SPEECH AND LANGUAGE DEVELOPMENT CENTER		2014/06/10
	Special Education Sub Agreements for SPECIAL EDUCATION Services		\$101,419.00
	Special Education Non Public Schools SPECIAL EDUCATION Contracts		\$25,000.00
313880	AT&T DATACOMM, INC. dba AT&T DATACOMM		
	E-Rate Building Improvements	DISTRICTWIDE	\$336,579.62
	E-Rate Replacement Other Equipment	DISTRICTWIDE	\$2,384,213.86
314549	ROSSIER PARK ELEMENTARY		2015/06/10
	Special Education Sub Agreements for SPECIAL EDUCATION Services		\$240,025.00
314685	PROCURE AMERICA, INC.		
	Unrestricted Housekeeping	DISTRICTWIDE	\$40,781.98
	Discretionary Services Trash Accounts		
316383	STOMMEL, INC. dba LEHR AUTO ELECTRIC dba PURSUIT NO		
	Unrestricted Fleet Maintenance	SCHOOL POLICE	\$31,600.00
	Discretionary Contracts	SERVICES	
	Accounts		
316466	NEXUS IS, INC.		
	Measure G Series E	KING ELEMENTARY	\$178,961.85
		SCHOOL	

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

From 15-APR-2015 through 28-APR-2015

Page: 4 of 5

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
317416	STONEFIRE GRILL 4, INC.		2015/03/24
	Child Nutrition: Consultant	NUTRITION SERVICES	\$40,000.00
	School Programs Noninstructional		
317619	COMMERCIAL PROTECTIVE SERVICES, INC. dba CPS SECURITY		
	Measure G Series E	WILSON ELEMENTARY SCHOOL	\$55,000.00
317728	INTERCOM CLOCKS & SIGNAL SERVICE		
	Measure G Series E	SIERRA PREPARATORY ACADEMY	\$75,746.79
317756	AREY JONES EDUCATIONAL SOLUTIONS		
	Unrestricted Materials &	MUIR FUNDAMENTAL	\$4,109.00
	Discretionary Supplies/Software	ELEMENTARY SCHOOL	
	Accounts		
	IASA: Title I Basic Materials &	MUIR FUNDAMENTAL	\$20,251.50
	Grants Low Income Supplies/Software	ELEMENTARY SCHOOL	
	IASA: Title I Basic Non Capitalized	MUIR FUNDAMENTAL	\$4,989.50
	Grants Low Income Equipment	ELEMENTARY SCHOOL	
317758	AREY JONES EDUCATIONAL SOLUTIONS		
	IASA: Title I Basic Non Capitalized	FREMONT ELEMENTARY	\$28,176.00
	Grants Low Income Equipment	SCHOOL	
317789	AMPE, INC.		
	California Clean Building Architect	PIO PICO ELEMENTARY	\$25,000.00
	Energy Jobs Act	SCHOOL	
317790	AMPE, INC.		
	California Clean Building Architect	KING ELEMENTARY	\$25,500.00
	Energy Jobs Act	SCHOOL	
317791	COMMERCIAL PROTECTIVE SERVICES, INC. dba CPS SECURITY		
	Fund 40 Valley Sports	VALLEY HIGH SCHOOL	\$32,000.00
	Complex		
317798	SUNESYS, LLC		
	Unrestricted Other Contracts	DISTRICTWIDE	\$586,421.11
	Discretionary		
	Accounts		
317835	UNISOURCE WORLDWIDE, INC.		
	General Fund Publication	PUBLICATIONS	\$31,116.80
	Inventory		



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

From 15-APR-2015 through 28-APR-2015

Page: 5 of 5

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
317933	INSTRUCTURE, INC.			
Unrestricted	Other Equipment	TECHNOLOGY		\$197,730.00
Discretionary				
Accounts				
317936	COMMERCIAL PROTECTIVE SERVICES, INC. dba CPS SECURITY			
Fund 40 Valley		VALLEY HIGH SCHOOL		\$25,000.00
Sport Complex				
317937	E.A.P. TECHNOLOGY, INC.			
Two Way Digital	Maintenance	TECHNOLOGY		\$81,875.00
ITFS Licensee	Contracts Repairs	INNOVATION SERVICES		
317980	AREY JONES EDUCATIONAL SOLUTIONS			
IASA: Title I Basic Materials &		STUDENT ACHIEVEMENT		\$44,025.00
Grants Low Income	Supplies/Software			
318019	CASE & SONS CONSTRUCTION, INC.			
Deferred	Maintenance	BUILDING SERVICES		\$43,734.50
Maintenance Fund	Contracts Repairs			
318021	VIRCO, INC.			
Measure G Series E	Other Equipment	WILSON ELEMENTARY SCHOOL		\$45,958.48
318085	CASE & SONS CONSTRUCTION, INC.			
Deferred	Maintenance	BUILDING SERVICES		\$43,734.50
Maintenance Fund	Contracts Repairs			
QZAB 2005		BUILDING SERVICES		\$43,734.50
318105	SANTA ANA UNIFIED SCHOOL DISTRICT			
Property &	Other Insurance	RISK MANAGEMENT		\$140,000.00
Liability				
318195	ECONO FENCE, INC.			
Emergency Repair		MARTIN ELEMENTARY SCHOOL		\$34,870.00
Program Williams				

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of April 15, 2015 through April 28, 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 April 15, 2015 through April 28, 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 April 15, 2015 through April 28, 2015.



# Santa Ana Unified School District

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

**Richard L. Miller, Ph.D., Superintendent**

Date: April 28, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations  
Subject: Expenditures Summary: From 15-APR-2015 through 28-APR-2015

Fund 01 General Fund	\$3,092,531.69
Fund 12 Child Development	\$13,712.62
Fund 13 Cafeteria Fund	\$923,939.21
Fund 14 Deferred Maintenance Fund	\$49,042.02
Fund 25 Capital Facilities Fund	\$23,535.70
Fund 26 Measure G Bond	\$14,940.62
Fund 29 Measure G	\$111,237.11
Fund 35 County School Facilities Fund	\$1,802,920.66
Fund 40 Special Reserve Fund	\$2,408,230.45
Fund 68 Workers' Compensation	\$202,518.92
Fund 69 Health & Welfare	\$2,441,060.19
Fund 81 Property & Liability	\$4,595.46
Total Expenditures:	\$11,088,264.65

Prepared By: Christeen Betz, Director, Accounting

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

## BOARD OF EDUCATION

John Palacio, President • Cecilia "Ceci" Iglesias, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández, J.D., Member • Rob Richardson, Member

# SAUSD Board of Education Warrant Listing

April 15, 2015

Page 1 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84205356	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$59,562.03</b>
84205362	<b>DISCOVERY CUBE ORANGE COUNTY</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$51,691.36</b>
84205385	<b>XEROX CORPORATION</b> Fund 01 General Fund	PUBLICATIONS	<b>\$42,822.00</b>
84205386	<b>XEROX CORPORATION</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$94,256.91</b>
84205420	<b>AMERICAN LOGISTICS COMPANY, LLC</b> Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	<b>\$27,245.00</b>
84205443	<b>JFK TRANSPORTATION</b> Donations (Miscellaneous) Education Academy [0434] CHS Fundraiser (Non ASB-PTA Deposits) IASA: Title I Basic Grants Low-Income and Neglected, Part A Pupil Transportation (7230/7240) Unrestricted Discretionary Accounts	MARTIN ELEMENTARY SCHOOL CENTURY HIGH SCHOOL REMINGTON ELEMENTARY SCHOOL CARR INTERMEDIATE SCHOOL LOWELL ELEMENTARY SCHOOL MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL TRANSPORTATION DEPARTMENT CENTURY HIGH SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL SADDLEBACK HIGH SCHOOL SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL VALLEY HIGH SCHOOL	<b>\$33,893.75</b>

# SAUSD Board of Education Warrant Listing

April 15, 2015

Page 2 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84205450	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b> Special Education	SPECIAL EDUCATION	\$171,012.82
84205465	<b>UNITED RENTALS NORTHWEST, INC.</b> Ongoing & Major Maintenance Account	BUILDING SERVICES	\$29,471.36
84205352	<b>CITY OF SANTA ANA</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	\$37,379.92

## Fund 13 Cafeteria Fund

84205499	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$49,183.74
84205493	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES	\$53,924.92
84205497	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$58,711.05
84205501	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL NUTRITION SERVICES	\$29,137.72
84205508	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$57,593.07
84205510	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	\$48,151.83

# SAUSD Board of Education Warrant Listing

April 15, 2015

Page 3 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84205523	THE FRUITGUYS Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL PIO-PICO ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROMERO-CRUZ ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL	\$124,766.00

# SAUSD Board of Education Warrant Listing

April 15, 2015

Page 4 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84205495	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL	<b>\$134,042.57</b>
		NUTRITION SERVICES	
<b>Fund 29 Measure G</b>			
84205534	<b>COMMERCIAL PROTECTIVE SERVICES, INC. dba CPS</b> Fund 29 Measure G Series E	WILSON ELEMENTARY SCHOOL	<b>\$26,743.32</b>
<b>Fund 35 County School Facilities Fund</b>			
84205537	<b>INLAND BUILDING CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$116,864.12</b>
84205539	<b>R.C. CONSTRUCTION SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects	KING ELEMENTARY SCHOOL	<b>\$454,561.23</b>
<b>Fund 40 Special Reserve Fund</b>			
84205550	<b>WOLVERINE FENCE COMPANY, INC.</b> Emergency Repair Program Williams Case	MCFADDEN INTERMEDIATE SCHOOL	<b>\$79,000.00</b>
84205544	<b>MUSCO SPORTS LIGHTING, LLC</b> Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	<b>\$233,690.40</b>
84205545	<b>PCM3, INC.</b> Emergency Repair Program Williams Case	SADDLEBACK HIGH SCHOOL	<b>\$42,973.86</b>
		WILLARD INTERMEDIATE SCHOOL	
84205546	<b>PH HAGOPIAN CONTRACTOR, INC.</b> Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	<b>\$445,733.11</b>

# SAUSD Board of Education Warrant Listing

April 15, 2015

Page 5 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 69 Health &amp; Welfare</b>			
84205553	SANTA ANA UNIFIED SCHOOL DISTRICT		\$500,000.00
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
		<i>Grand Total:</i>	<i>\$3,002,412.09</i>



# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 1 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84205564	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b>		<b>\$37,948.95</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	
84205577	<b>IFUSION SOLUTIONS, INC.</b>		<b>\$43,135.00</b>
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
84205619	<b>SUNESYS, LLC</b>		<b>\$589,642.68</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84205673	<b>U S BANK - CAL CARD</b>		<b>\$196,760.82</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
	AVID-OCDE Destination Graduation-Intermediate Schools	MCFADDEN INTERMEDIATE SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Carol M White PEP Grant	SPECIAL PROJECTS/WELLNESS	
	Common Core State Standards	EDUCATIONAL SERVICES DIVISION	
	Donations (Miscellaneous)	AFTER SCHOOL PROGRAMS	
		HOOVER ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
	Fundraiser (Non ASB-PTA Deposits)	WALKER ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 2 of 7

Check #

Vendor

Location

Amount

IASA: Title I Basic Grants Low-Income and Neglected, Part A

CARVER ELEMENTARY SCHOOL

CENTURY HIGH SCHOOL

DAVIS ELEMENTARY SCHOOL

EARLY CHILDHOOD EDUCATION

ENGLISH LEARNER PROGRAMS & STUDENT  
ACHIEVEMENT

ESQUEDA ELEMENTARY SCHOOL

HENINGER ELEMENTARY SCHOOL

HEROES ELEMENTARY SCHOOL

JACKSON ELEMENTARY SCHOOL

JEFFERSON ELEMENTARY SCHOOL

KENNEDY ELEMENTARY SCHOOL

KING ELEMENTARY SCHOOL

LATHROP INTERMEDIATE SCHOOL

LORIN GRISET ACADEMY

LOWELL ELEMENTARY SCHOOL

MCFADDEN INTERMEDIATE SCHOOL

MENDEZ FUNDAMENTAL INTERMEDIATE  
SCHOOL

MONROE ELEMENTARY SCHOOL

MONTE VISTA ELEMENTARY SCHOOL

REMINGTON ELEMENTARY SCHOOL

SEGERSTROM HIGH SCHOOL

SIERRA PREPARATORY ACADEMY

SPURGEON INTERMEDIATE SCHOOL

STUDENT ACHIEVEMENT

THORPE FUNDAMENTAL ELEMENTARY  
SCHOOL

VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

WILLARD INTERMEDIATE SCHOOL

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 3 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		WILSON ELEMENTARY SCHOOL	
	IASA: Title I Migrant Ed Regular and Summer Program	MIGRANT EDUCATION	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	LCFF-Supplemental/Concentration	ALTERNATIVE EDUCATION	
		EDUCATIONAL SERVICES DIVISION	
		ELEMENTARY DIVISION	
		SECONDARY DIVISION	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
		SPECIAL EDUCATION	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	QZAB Solar Energy	VALLEY HIGH SCHOOL	
	Recognition Programs	EDUCATIONAL SERVICES DIVISION	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Ed: Alternative Dispute Resolution	SPECIAL EDUCATION	
	Special Ed: Early Ed Individuals with Exceptional Needs Infant Program	MITCHELL CHILD DEVELOPMENT CENTER	
		TAFT ELEMENTARY SCHOOL	
	Special Ed: IDEA Preschool Local Entitlement, Part B, Sec 611	MITCHELL CHILD DEVELOPMENT CENTER	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
	Special Education	SPECIAL EDUCATION	
		TAFT ELEMENTARY SCHOOL	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		ADAMS ELEMENTARY SCHOOL	

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 4 of 7

Check #

Vendor

Location

Amount

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  
DIAMOND ELEMENTARY SCHOOL  
EDISON ELEMENTARY SCHOOL  
EDUCATIONAL SERVICES DIVISION  
ELEMENTARY DIVISION  
FACILITIES/GOVERNMENTAL RELATIONS  
FRANKLIN ELEMENTARY SCHOOL  
FREMONT ELEMENTARY SCHOOL  
GARFIELD ELEMENTARY SCHOOL  
GODINEZ FUNDAMENTAL HIGH SCHOOL  
HOOVER ELEMENTARY SCHOOL  
HUMAN RESOURCES DIVISION  
LATHROP INTERMEDIATE SCHOOL  
LINCOLN ELEMENTARY SCHOOL  
LORIN GRISET ACADEMY  
LOWELL ELEMENTARY SCHOOL  
MACARTHUR FUNDAMENTAL INTERMEDIATE  
SCHOOL

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 5 of 7

Check #

Vendor

Location

Amount

MADISON ELEMENTARY SCHOOL  
MARTIN ELEMENTARY SCHOOL  
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  
REMINGTON ELEMENTARY SCHOOL  
RESEARCH AND EVALUATION  
SADDLEBACK HIGH SCHOOL  
SANTA ANA HIGH SCHOOL  
SANTIAGO ELEMENTARY SCHOOL  
SCHOOL POLICE SERVICES  
SECONDARY DIVISION  
SEGERSTROM HIGH SCHOOL  
SEPULVEDA ELEMENTARY SCHOOL  
SIERRA PREPARATORY ACADEMY  
SPURGEON INTERMEDIATE SCHOOL  
SUPERINTENDENT'S OFFICE  
TECHNOLOGY INNOVATION SERVICES  
THORPE FUNDAMENTAL ELEMENTARY SCHOOL  
VALLEY HIGH SCHOOL  
VILLA FUNDAMENTAL INTERMEDIATE SCHOOL

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 6 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		WAREHOUSE AND DELIVERY	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	WASC (was Fund Resource 010031)	MIDDLE COLLEGE HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
<b>84205684</b>	<b>DURHAM SCHOOL SERVICES, L.P.</b> Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	<b>\$826,335.75</b>
<b>84205702</b>	<b>ORACLE AMERICA, INC.</b> Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	<b>\$52,976.42</b>
<b>84205561</b>	<b>SOUTHERN CALIFORNIA EDISON</b> Unrestricted Discretionary Accounts	DISTRICTWIDE	<b>\$51,327.08</b>
 <b>Fund 13 Cafeteria Fund</b>			
<b>84205728</b>	<b>CHEFS' TOYS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL	<b>\$34,351.35</b>
		NUTRITION SERVICES	
		SANTA ANA HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
<b>84205725</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$66,489.11</b>
<b>84205723</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL	<b>\$63,121.08</b>
		NUTRITION SERVICES	

# SAUSD Board of Education Warrant Listing

April 22, 2015

Page 7 of 7

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 29 Measure G</b>			
84205762	INTERCOM CLOCKS & SIGNAL SERVICE Fund 29 Measure G Series E	SIERRA PREPARATORY ACADEMY	\$75,746.79
<b>Fund 35 County School Facilities Fund</b>			
84205765	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	COMMUNITY DAY HIGH SCHOOL	\$518,924.95
84205767	CONTINENTAL MARBLE & TILE COMPANY Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	\$77,424.05
84205771	R.C. CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	FRANKLIN ELEMENTARY SCHOOL	\$463,648.28
<b>Fund 40 Special Reserve Fund</b>			
84205779	PH HAGOPIAN CONTRACTOR, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$634,504.90
84205780	PH HAGOPIAN CONTRACTOR, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$912,359.95
<b>Fund 68 Workers' Compensation</b>			
84205789	VISION STAR MEDIA, LLC Fund 68 Workers' Compensation	RISK MANAGEMENT	\$47,000.00
84205787	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$142,823.34
<b>Fund 69 Health &amp; Welfare</b>			
84205791	BLUE SHIELD OF CALIFORNIA Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$1,940,413.57
<b>Grand Total:</b>			<b>\$6,774,934.07</b>

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: EMP 1400644 RV**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Camille Boden, Executive Director, Risk Management**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Number: EMP 1400644 RV.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requests reimbursement for emotional distress and professional damages.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Number: EMP 1400644 RV.



**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3053 - Establish Education Protection Account

**ITEM:** Consent

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

**PREPARED BY:** Swandayani Singgih, Director, Budget  
Christeen Betz, Director, Accounting

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3053 to establish the Education Protection Account (EPA).

**RATIONALE:**

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the money received from the EPA are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

District staff is recommending that the funds from EPA be utilized to pay for teachers' compensation. The receipts and spending of the money will be annually posted on the District's website in January 2016 following the December 2015 presentation of the annual financial audit to the Board of Education.

EPA otherwise known as Proposition 30 revenues are funds that are already part of the monies allocated by the state annually. These funds are not in addition to LCFF, but are part of the basic allocation. This is a State accounting requirement to which all districts must adhere annually.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3053 to establish the Education Protection Account.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**RESOLUTION NO. 14/15-3053**  
**BOARD OF EDUCATION**  
**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**ORANGE COUNTY, CALIFORNIA**

**Establish Education Protection Account**

WHEREAS, the voters approved Proposition 30 on November 6, 2012; and,

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and,

WHEREAS, the provision of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and,

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county office of education, charter schools and community college, districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

1           WHEREAS, a community college district, county office of education, school  
2 district, or charter school shall have the sole authority to determine how the  
3 monies received from the Education Protection Account are spent in the school or  
4 schools within its jurisdiction; and

5  
6           WHEREAS, the governing board of the district shall make the spending  
7 determinations with respect to monies received from the Education Protection  
8 Account in open session of a public meeting of the governing board; and

9  
10           WHEREAS, the monies received from the Education Protection Account shall not  
11 be used for salaries or benefits for administrators or any other administrative  
12 cost; and

13  
14           WHEREAS, each community college district, county office of education, school  
15 district and charter school shall annually publish on its Internet website an  
16 accounting of how money was received from the Education Protection Account and how  
17 that money was spent; and

18  
19           WHEREAS, the annual independent financial and compliance audit required of  
20 community college districts, county offices of education, school districts and  
21 charter schools shall ascertain and verify whether the funds provided from the  
22 Education Protection Account have been properly disbursed and expended as required  
23 by Article XIII, Section 36 of the California Constitution; and

24  
25           WHEREAS, expenses incurred by community college districts, county office of  
26 education, school districts and charter schools to comply with additional audit  
27 requirements of Article XIII, Section 36 may be paid with funding from the  
28 Education Protection Act and shall not be considered administrative costs for  
29 purposed of Article XIII, Section 36.

30  
31           NOW, THEREFORE, BE IT RESOLVED:

- 32  
33           1. The monies received from the Education Protection Account shall be spent  
34 as required by Article XIII, Section 36 and the spending determinations  
35 on how the money will spent shall be made in open session of public  
36 meeting of the governing board of the Santa Ana Unified School District.  
37  
38

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Ana Unified School District has determined to spend the monies received from the Education Protection Act as attached.

Date: \_\_\_\_\_, 2015.

\_\_\_\_\_  
John Palacio, President

\_\_\_\_\_  
Cecilia Iglesias, Vice President

\_\_\_\_\_  
Valerie Amezcua, Clerk

\_\_\_\_\_  
José Alfredo Hernández, J.D., Member

\_\_\_\_\_  
Rob Richardson, Member



**SANTA ANA UNIFIED SCHOOL DISTRICT**

**2014-15 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail**

**Expenditures through: June 30, 2015  
For Fund 01, Resource 1400 Education Protection Account**

<b>Description</b>	<b>Object Codes</b>	<b>Projected Amount</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF/Revenue Limit Sources	8010-8099	62,056,497.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>62,056,497.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Functions 1000-9999)</b>	<b>Function Codes</b>	
Instruction	1000-1999	62,056,497.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>62,056,497.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3056 – Authorization of a Board Members' Absence from Board Meeting

**ITEM:** Consent  
**SUBMITTED BY:** Rick Miller, Ph.D., Superintendent  
**PREPARED BY:** Rick Miller, Ph.D., Superintendent

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3056 authorizing the absence of Board Member José A. Hernández for the meeting of April 28, 2015, from which he was absent.

**RATIONALE:**

Education Code Section 35120(c) provides that "a member may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was absent deemed acceptable by the Board."

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3056 – Authorizing the absence of José A. Hernández from Board Meeting of April 28, 2015.

RM/cg

1 RESOLUTION NO. 14/15-3056

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Certification of a Board Member's Absence from Board Meeting

6 José A. Hernández

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 José A.  
12 Hernández was absent from Board meeting held on April 28, 2015.

13 **NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes  
14 payment for Board Member José A. Hernández for the meetings of April 28, 2015,  
15 from which he was absent.

16 Upon motion of member \_\_\_\_\_ and duly seconded, the foregoing  
17 Resolution was adopted by the following vote:

18 AYES:

19 NOES:

20 ABSENT:

21 ABSTAIN:

22 STATE OF CALIFORNIA)

23 )SS:  
24 COUNTY OF ORANGE )

25 / / /  
26  
27  
28

1 I, Richard L. Miller, Secretary to the Board of Education of the Santa Ana  
2 Unified School District of Orange County, California, hereby certify that the  
3 above and foregoing Resolution was duly adopted by the said Board at a Regular  
4 meeting properly noticed and held on the 28<sup>th</sup> day of April 2015 and passed by a  
5 vote of \_\_\_\_\_ of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of April,  
7 2015.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_  
Richard L. Miller, Ph.D.  
Secretary Board of Education of the  
Santa Ana Unified School District



**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Acknowledgement of Receipt of Orange County Educational Arts Academy Charter School Charter Renewal Petition

**ITEM:** Consent

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to acknowledge formal receipt of the Orange County Educational Arts Academy (OCEAA) Charter Renewal Petition delivered on Tuesday, April 14, 2015. The five year term of the current charter petition expires June 30, 2015.

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Acknowledge receipt of the Orange County Educational Arts Academy Charter School Charter Renewal Petition as of the date of the regular meeting of the Board of Education on May 12, 2015.

**AGENDA ITEM BACKUP SHEET**  
**May 12, 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

Personnel Calendar  
Board Meeting - May 12, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENTS</b>					
Alba-Bernal, Bonnie	Teacher	Jackson	June 19, 2015		Retirement - 27 years
Banda, Jessica	Principal	Sepulveda	June 24, 2015		Retirement - 20 years
Burton, Bernard Jr.	Teacher	McFadden	June 19, 2015		Retirement - 14 years
Ferrey, Marylin	Teacher	Harvey	June 19, 2015		Retirement - 17 years
Kornbluth, Veronica	Teacher	Lincoln	June 19, 2015		Retirement - 15 years
<b>RESIGNATION</b>					
Lefler, Kera	Speech and Language Pathologist	Speech Department	June 19, 2015		Moving - 2 years
<b>NEW HIRES/RE-HIRES</b>					
Matulich, Joanne	Teacher	McFadden	May 4, 2015		New Hire - Temporary 44920
Montero, Patricia	Teacher	Madison	May 1, 2015		New Hire - Temporary 44920

**Personnel Calendar**  
**Board Meeting - May 12, 2015**

**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>RESCINDED 39-MONTH REEMPLOYMENT</b>					
Swartz, Elsie	Speech and Language Pathologist	Speech Department	March 13, 2015	June 13, 2018	
<b>EXTRA DUTY 2014-15</b>					
Zamudio, Alma	Teacher	Carr	March 1, 2015	June 18, 2015	Extra Period
<b>GRADE LEVEL LEADERS 2014-15</b>					
Sleiman, Angela		Franklin	2014-15		
<b>GRADE LEVEL LEADER 2013-14</b>					
Sleiman, Angela		Franklin	2013-14		
<b>GRADE LEVEL LEADER 2012-13</b>					
Sleiman, Angela		Franklin	2012-13		
<b>CHANGE IN STATUS 2014-15</b>					
Aldana, Maria	Teacher	Wilson	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Bailey, Kristy	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I
Barragan, Mariana	Teacher	Heninger	May 13, 2015		From Temporary 44920 to Probationary I
Caddy, Rachel	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Case, Clementina	Teacher	Esqueda	May 13, 2015		From Temporary 44909 to Probationary I
Chapman, Hannah	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Christy, Katherine	Teacher	Godinez	May 13, 2015		From Temporary 44909 to Probationary I
Compton, Laura	Teacher	Willard	May 13, 2015		From Temporary 44920 to Probationary I
Cuadros Pino, Maria	Teacher	McFadden	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar  
Board Meeting - May 12, 2015  
CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
DeShazer, Nicole	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
DiLullo, Aimee	Counselor	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Diulio, Nickolas	Teacher	Saddleback	May 13, 2015		From Temporary 44920 to Probationary I
Dominguez, Daniel	Teacher	Sierra	May 13, 2015		From Temporary 44920 to Probationary I
Dong, Josephine	Teacher	Lowell	May 13, 2015		From Temporary 44909 to Probationary I
Dugan, Heidi	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Erickson, Jessica	Teacher	Saddleback	May 13, 2015		From Temporary 44909 to Probationary I
Flores, Nancy	Teacher	Segerstrom	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar  
Board Meeting - May 12, 2015  
CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Freligh, Katie	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Fuentes, Jessica	Teacher	Lorin Grisct	May 13, 2015		From Temporary 44920 to Probationary I
Garriott, Krista	Teacher	McFadden	May 13, 2015		From Temporary 44920 to Probationary I
Gaytan Sarinana, Maria	Teacher	Madison	May 13, 2015		From Temporary 44920 to Probationary I
Gonzales, Jordan	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Guerra, Andrea	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I
Guilkey, Rachel	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Helstrom, Samantha	Teacher	Lathrop	May 13, 2015		From Temporary 44909 to Probationary I

Personnel Calendar  
Board Meeting - May 12, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Higgins, Daynon	Teacher	Sierra	May 13, 2015		From Temporary 44909 to Probationary I
Kanouse, Monique	Teacher	Willard	May 13, 2015		From Temporary 44909 to Probationary I
Kim, Katharine	Teacher	Martin	May 13, 2015		From Temporary 44909 to Probationary I
Lucero, Jason	Teacher	Willard	May 13, 2015		From Temporary 44920 to Probationary I
MacLean, Gina	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Martinez, Israel	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
McKeeman, Kelly	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I
Minnie, Alexandra	Teacher	Valley	May 13, 2015		From Temporary 44920 to Probationary I



**Personnel Calendar  
Board Meeting - May 12, 2015  
CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Monette, Jennifer	Teacher	Santiago	May 13, 2015		From Temporary 4909 to Probationary I
Moreno, Edgard	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Noller, Roberta	Teacher	Greenville	May 13, 2015		From Temporary 44909 to Probationary I
Orozco, Samuel	Teacher	Sierra	May 13, 2015		From Temporary 44909 to Probationary I
Parreco, Nolan	Teacher	Chavez	May 13, 2015		From Temporary 44920 to Probationary I
Peleaux, Candy	Teacher	Willard	May 13, 2015		From Temporary 44920 to Probationary I
Pham, Jennifer	Teacher	Santa Ana	May 13, 2015		From Temporary 44909 to Probationary I
Pineda, Alexandra	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar  
Board Meeting - May 12, 2015**

**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Prado, Hilda	Teacher	Godinez	May 13, 2015		From Temporary 44909 to Probationary I
Price, Bryan	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Reyes, Pedro	Teacher	Lorin Grisnet	May 13, 2015		From Temporary 44909 to Probationary I
Rios, Adrian	Counselor	Lorin Grisnet	May 13, 2015		From Temporary 44909 to Probationary I
Riturban, Vanessa	Teacher	Valley	May 13, 2015		From Temporary 44909 to Probationary I
Rocha Rodriguez, Diego	Teacher	Esqueda	May 13, 2015		From Temporary 44909 to Probationary I
Sawyer, Erin	Teacher	Carr	May 13, 2015		From Temporary 44909 to Probationary I
Serrano, Corin	Teacher	Sierra	May 13, 2015		From Temporary 44909 to Probationary I

**Personnel Calendar**  
**Board Meeting - May 12, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Shin, Catherine	Teacher	Esqueda	May 13, 2015		From Temporary 44920 to Probationary I
Simpson, Joy	Teacher	Santiago	May 13, 2015		From Temporary 44909 to Probationary I
Soberanis Lexin, Maria	Teacher	Spurgeon	May 13, 2015		From Temporary 44920 to Probationary I
Somers, Natalie	Teacher	Segerstrom	May 13, 2015		From Temporary 44920 to Probationary I
Ta, Sandy	Teacher	Carr	May 13, 2015		From Temporary 44920 to Probationary I
Tapia, Vanessa	Counselor	Carr	May 13, 2015		From Temporary 44909 to Probationary II
Tran, Khanh	Teacher	Villa	May 13, 2015		From Temporary 44920 to Probationary I
Valdez, Jose Jr.	Teacher	Villa	May 13, 2015		From Temporary 44909 to Probationary I

Personnel Calendar  
Board Meeting - May 12, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN STATUS 2014-15 (Continued)</b>					
Venegas, Cristina	Teacher	Monroe	May 13, 2015		From Temporary 44920 to Probationary I
Villasenor, Leslie	Teacher	Monroe	May 13, 2015		From Temporary 44920 to Probationary I

**AGENDA ITEM REQUESTS  
CERTIFICATED  
2014-15**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Moving Day	Franklin	General Fund	\$960	May 13, 2015
OC TPP Grant Site Coordinator Program Planning	Century	OC TPP Grant	\$4,400	May 13, 2015

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>RETIREMENTS</b>						
Lopez, Antonio	Plant Custodian Elem. Heroes		June 12, 2015			33 years
Vallejo, Carolina	Instr. Asst. Sev. Dis. Adams		June 18, 2015			18 years, 4 months
<b>RESIGNATIONS</b>						
Estrada, Maritza	SSP Sp. Ed.	Mendez	May 8, 2015			Personal - 4 months
Ho, Triet	Network Engineer	ITC Dept.	May 1, 2015			Personal - 2 years, 5 months
Marshall, Jackson	After School IP	Franklin	April 24, 2015			Personal - 7 months
Mata, Lucia	After School IP	Taft	April 17, 2015			Personal - 4 months
Raymundo, Veronica	Activity Supervisor	Davis	April 2, 2015			Personal - 4 years, 2 months
Serrano, Daniel	Accounting Technician	Accounting Dept.	May 7, 2015			Personal - 2 years, 2 months
Thai, Hung	After School IP	Madison	March 27, 2015			Personal - 2 months
Zavala, Marisa	SSP Sp. Ed.	Santa Ana	April 17, 2015			Personal - 7 months

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TERMINATIONS</b>						
ID# 29363	After School IP	Esqueda	April 16, 2015			Did not pass probation
ID# 22476	After School IP	Franklin	April 16, 2015			Did not pass probation
<b>39 MONTH REEMPLOYMENT (100 Day Differential Ended)</b>						
Colunga, Gerardo Jr.	Instr. Asst. Sev. Dis.	Muir	March 26, 2015			
<b>ABSENCES ( 3 to 20 duty days) - Without Pay</b>						
Cevallos, Guadalupe	Instr. Asst. Sp. Ed. Autism	Garfield	April 20, 2015	May 1, 2015		Personal
Gonzalez, Mayra	Paraprofessional	Mitchell	April 20, 2015	May 15, 2015		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Carrillo, Claudia	Site Clerk	King	May 13, 2015		24/1	
Daenzer, Dael	User Svcs. Analyst I	ITC	May 13, 2015		48/1	
Delgado, Stephanie	SSP Sp. Ed.	Jefferson	April 27, 2015		19/1	
Elmaghrabi, Tasnim	Teacher Aide	Child Development	May 13, 2015		10/1	
Flores, Vanessa	Licensed Vocational Nurse	PSS	May 13, 2015		24/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Gutierrez, Jennifer	After School IP	After School Programs	March 31, 2015		16/1	
Leal, Ada	Instr. Asst. Computer	Santiago Technology Innovation Services	May 13, 2015		26/1	
Ling, Ricky	Programmer Analyst	Nutrition Services	May 13, 2015		48/1	
Lopez Rodriguez, Miguel	Fd. Svc. Wkr.	Technology Innovation Services	May 13, 2015		11/1	
Nava, Martha	Programmer Analyst	Century	May 13, 2015		48/1	
Quick, Christine	SSP Sp. Ed.	Carr	April 22, 2015		19/1	
Romero, Sara	Fd. Svc. Wkr.	McFadden	May 13, 2015		11/1	
Rosales, Jose	Fd. Svc. Wkr.	PSS	May 13, 2015		11/1	
Rubalcava, Griselda	Family Outreach Liaison	Godinez	May 13, 2015		36/1	
Saldana, Jonathan	SSP Sp. Ed.	Godinez	April 20, 2015		19/1	
Seckington, Kevin	Student Transportation Router	Transportation Dept.	May 13, 2015		40/1	
Solorio Caliz, Elena	Fd. Svc. Wkr.	Godinez	May 13, 2015		11/1	
Suarez, Neli	SSP Sp. Ed.	Pio Pico	April 27, 2015		19/1	
Tait, Victoria	User Svcs. Analyst	Business Services	May 13, 2015		48/1	



**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>PROBATIONARY APPOINTMENTS (Continuation)</b>						
Zepeda, Raquel	Head Start Teacher	Child Development	May 13, 2015		IC/1	
Zuniga, Cynthia	Preschool Teacher	ECE	April 23, 2015		IIIC/1	
<b>PROMOTIONAL APPOINTMENTS</b>						
Sanchez, Cesar	Fd. Svc. Spvr. Inter.	Carr	May 13, 2015		27/1	
Wilma, Hilary	Instr. Asst. Sev. Dis.	Jefferson	April 29, 2015		20/3	
<b>REAPPOINTMENT</b>						
Salgado, Jasmine	Autism Paraprofessional	Mitchell	May 12, 2015		24/2	
<b>REASSIGNMENTS (Change of School Site)</b>						
Aguirre, Regina	School Office Asst.	Segerstrom	May 13, 2015		24/4	From Carr to Segerstrom
Najera, Gladys	Fd. Svc. Wkr.	Nutrition Services	March 13, 2015			From Carr to Nutrition Svcs.
Raygoza, Ruth	Fd. Svc. Spvr. Elem.	Nutrition Services	March 4, 2015		15/2	From Lincoln to Nutrition Svcs.

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>REASSIGNMENT (Voluntary Demotion)</b>						
Hernandez, Hilda	Fd. Svc. Wkr.	Mendez	April 13, 2015		11/6	From Senior Food Service Worker to Food Service Worker
<b>ADJUSTMENT OF WORKING HOURS</b>						
Barraza, Erica	Fd. Svc. Wkr.	Century	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
Carrillo, Ricardo	Fd. Svc. Wkr.	Villa	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
Lucas, Henry	Fd. Svc. Wkr.	Segerstrom	May 13, 2015		11/1	From 3.5 hours to 6.5 hours
Mendez, Blanca	Fd. Svc. Wkr.	Mendez	May 13, 2015		11/6	From 3.5 hours to 6.5 hours
Silva, Susana	Fd. Svc. Wkr.	Villa	May 13, 2015		11/3	From 3.5 hours to 6.5 hours
Visoso, Janet	Fd. Svc. Wkr.	Nutrition Services	May 13, 2015		11/2	From 3.5 hours to 6.5 hours
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Carranza, Eric	Plant Custodian Elem. Bldg. Svc.		March 20, 2015	April 17, 2015	28/1	
Cordon, Avely	Registrar Inter.	Spurgeon	April 13, 2015	June 9, 2015	24/6	

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Escobedo, Lorena	Storekeeper	Nutrition Services	March 11, 2015	March 20, 2015	28/3	
Fernandez, Felix	Rv. Ld. Custodian	Bldg. Svcs.	April 20, 2015	June 15, 2015	28/3 + Diff.	
Gallegos, Cirilo	Rv. Ld. Custodian	Bldg. Svcs.	March 30, 2015	April 3, 2015	28/5 + Diff.	
Garcia, Jocelyn	Site Coordinator	After School Program	March 30, 2015	April 30, 2015	\$25	
Preciado, Michelle	Attendance Tech.	Century	March 26, 2015	March 27, 2015	24/6	
Quintero Rodelo, Roberto	Maintenance Wkr. I	Bldg. Svcs.	May 1, 2015	May 31, 2015	26/6	
Silbas, Jaime	Rv. Ld. Custodian	Bldg. Svcs.	March 30, 2015	June 30, 2015	28/5 + Diff.	
<b>EXTRA DUTY</b>						
Flores, Myma	Sr. Admin. Clerk	Transition Program	July 1, 2015	June 30, 2016	24/6	Required and funded by Workability/80 hours per contract - Clerical Duties
<b>ACTIVITY SUPERVISORS</b>						
Chairez, Maria L.	Activity Supervisor	Washington	April 30, 2015		10/1	
Ochoa Quintero, Aleida	Activity Supervisor	Santa Ana	April 30, 2015		10/1	

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>ACTIVITY SUPERVISORS (Continuation)</b>						
Torres, Elizabeth	Activity Supervisor	Century	April 27, 2015		10/1	
Vera Mejia, Monica	Activity Supervisor	Wilson	April 28, 2015		10/1	
<b>HOURLY APPOINTMENT</b>						
Chavez, Maria N.	Instr. Provider	Century	April 20, 2015		16/1	
<b>SUBSTITUTES</b>						
Alvarado, Jose	Maintenance Worker		April 23, 2015		23/1	
Carrillo, Ivanna	Clerical		April 23, 2015		20/1	
Lagunas, Adriana	Fd. Svc. Wkr.		April 20, 2015		11/1	
Lopez, Isaac	Fd. Svc. Wkr.		April 21, 2015		11/1	
Perez Villanueva, Yenny	Fd. Svc. Wkr.		April 20, 2015		11/1	
Sanchez, Colleen	Clerical		April 23, 2015		20/1	
Sanchez, Colleen	Instructional Asst.		April 23, 2015		19/1	
Wagner, Anna	Instructional Asst.		April 16, 2015		19/1	
<b>SHORT TERMS</b>						
Corona, Greta	School Office Asst.	Mitchell	April 1, 2015	May 29, 2015	24/6	Extra hours needed at start and end of school year

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - May 12, 2014**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>SALARY</b>	<b>COMMENTS</b>
<b>SHORT TERMS (Continuation)</b>						
Guibert, Clemencia	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
Pulido, Rocio	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
Salas, Martha	Bilingual Technician	Mitchell	June 19, 2015	June 30, 2015	28/6	Special Ed. Preschool Assessment
<b>ATHLETIC SPECIALIST</b>						
Aguirre, Marcelo	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Ceja, Fernando	Asst. Softball Coach	Century	February 16, 2015		\$20.38	
Crocker, Randy	Asst. Volleyball Coach (Boys)	Century	February 20, 2015		\$20.38	
Diaz, Luis Jr.	Asst. Baseball Coach	Century	February 16, 2015		\$18.98	
Dodge, Rebecca	Asst. Track Coach	Century	March 25, 2015		\$18.98	
Galaviz, Maria	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Garcia, Jose	Asst. Track Coach	Century	February 16, 2015		\$20.38	
Hernandez, Andres	Asst. Softball Coach	Century	February 16, 2015		\$18.98	
Khin, Sean	Asst. Track Coach	Century	February 16, 2015		\$18.98	
Lopez, Ray	Asst. Baseball Coach	Century	February 16, 2015		\$18.98	
Munguia Manzo, Joel	Asst. Soccer Coach	Century	February 16, 2015		\$20.38	

**CLASSIFIED PERSONNEL CALENDAR**

Personnel Calendar  
Board Meeting - May 12, 2014

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ATHLETIC SPECIALIST (Continuation)</b>						
Portillo, Angel	Asst. Football Coach (Spring)	Century	May 26, 2015		\$23.38	
Ramirez, Leonardo	Asst. Baseball Coach (Boys)	Century	February 16, 2015		\$20.38	
Ramirez, Roberto	Asst. Tennis Coach (Boys)	Century	February 16, 2015		\$18.98	
Rojas, Omar	Asst. Volleyball Coach (Boys)	Century	February 16, 2015		\$20.72	
Salcido, Joe	Asst. Softball Coach	Century	February 16, 2015		\$18.98	
Silva, William	Asst. Football Coach (Spring)	Century	May 26, 2015		\$20.73	
Woollem, Victor	Asst. Football Coach (Spring)	Century	May 26, 2015		\$23.72	
<b>EXTRA SERVICE ASSIGNMENT</b>						
Lueras, Johnny	Basketball Timekeeper	Seegerstrom	January 15, 2015	February 12, 2015	\$114.55	



**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Charter Petition for Citrus Springs Charter School

**ITEM:** Public Hearing

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

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

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the charter petition proposing the Citrus Springs Charter School submitted by Citrus Springs Charter School, Inc., a California nonprofit public benefit corporation on Tuesday, March 24, 2015. The charter petition was formally received by the SAUSD Board of Education at its regular Board meeting on Tuesday, April 28, 2015.

In compliance with California Education Code, within 30 days of receipt of the charter petition, the governing board of the school district must hold a public hearing on the provisions of the charter petition in order to provide an opportunity for public comment and demonstration of support for the charter petition.

**RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter petition:

*(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.*

**FUNDING:**

Not Applicable



**RECOMMENDATION:**

Conduct a Public Hearing at the regular meeting of the Santa Ana Unified School District Board on May 12, 2015, which may include a brief oral presentation by representatives of the proposed Citrus Springs Charter School.

SP:mm

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Charter Petition for Ednovate Santa Ana College Prep Charter School

**ITEM:** Public Hearing

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

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

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the charter petition proposing the Ednovate Santa Ana College Prep Charter School submitted by Ednovate, Inc., a California nonprofit public benefit corporation on Tuesday, March 31, 2015. The charter petition was formally received by the SAUSD Board of Education at its regular Board meeting on Tuesday, April 28, 2015.

In compliance with California Education Code, within 30 days of receipt of the charter petition, the governing board of the school district must hold a public hearing on the provisions of the charter petition in order to provide an opportunity for public comment and demonstration of support for the charter petition.

**RATIONALE:**

The relevant excerpt of California Education Code Section 47605 contains the specific requirements regarding the timely response of an authorizing agency to the submission of a charter petition:

*(b) No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.*

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a Public Hearing at the regular meeting of the Santa Ana Unified School District Board on May 12, 2015, which may include a brief oral presentation by representatives of the proposed Ednovate Santa Ana College Prep Charter School.

SP:mm

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                    **Review of 2015-16 Initial Draft of Local Control Accountability Plan**

**ITEM:**                    **Presentation**

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

**PREPARED BY:**    **Lucinda Pueblos, Executive Director, School Renewal**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board, a review of the 2015-16 Initial Draft of the Local Control Accountability Plan (LCAP). The Board will be updated on the on-going development of the District's LCAP.

**RATIONALE:**

Staff will provide the Board with a brief overview of the development of the Local Control Accountability Plan, along with a recap of the change in the state funding system for schools Local Control Funding Formula.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for information.

DH:lr



# LOCAL CONTROL ACCOUNTABILITY PLAN UPDATE

BOARD OF EDUCATION

May 12, 2015

# PURPOSE OF LCFF

Minding the Gap  
Local and State Priorities

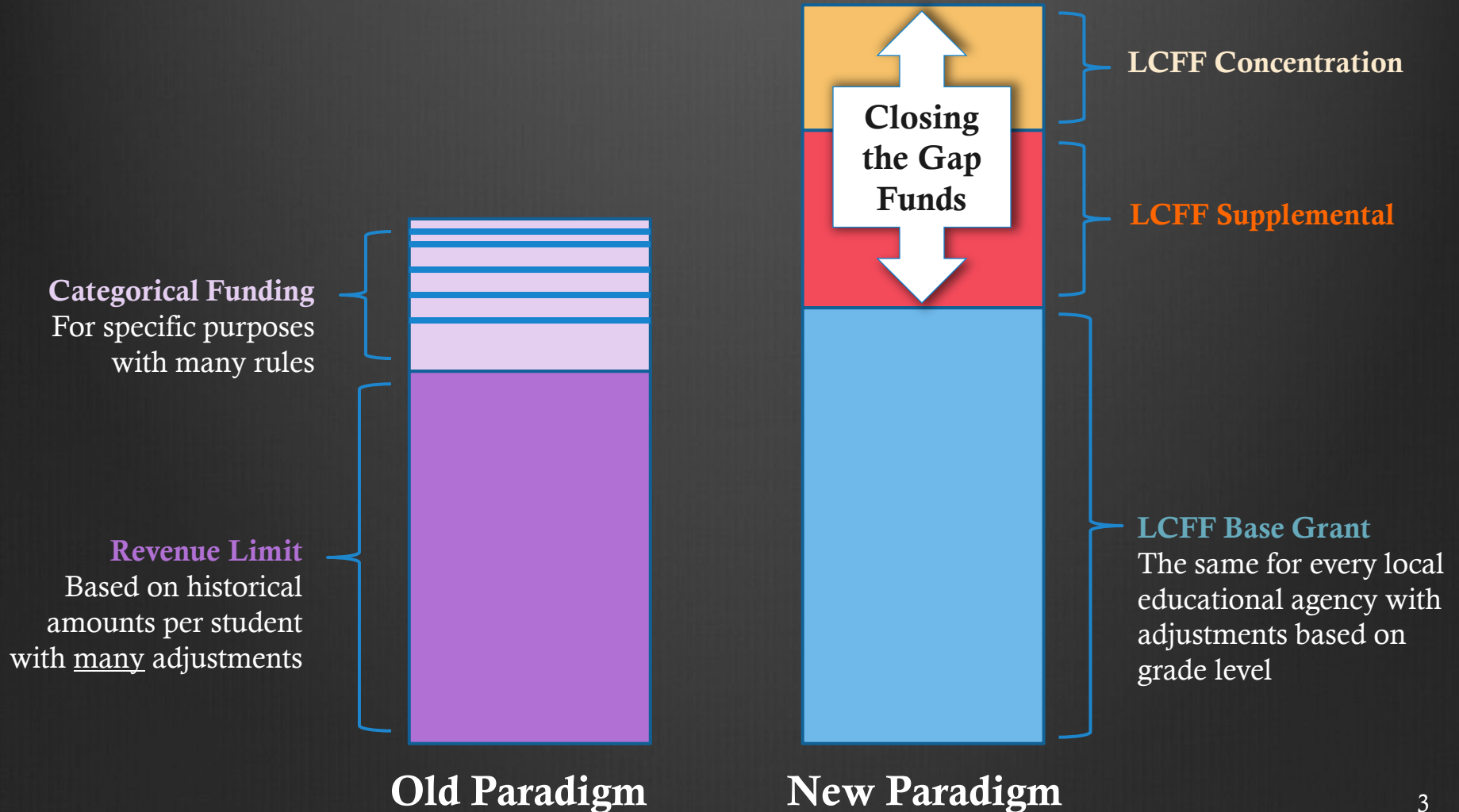
A white outline arrow pointing downwards from the first box to the second box.

Program-Budget Alignment

A white outline arrow pointing downwards from the second box to the third box.

Closing Gaps (Verification)

# Key Shifts in LCFF

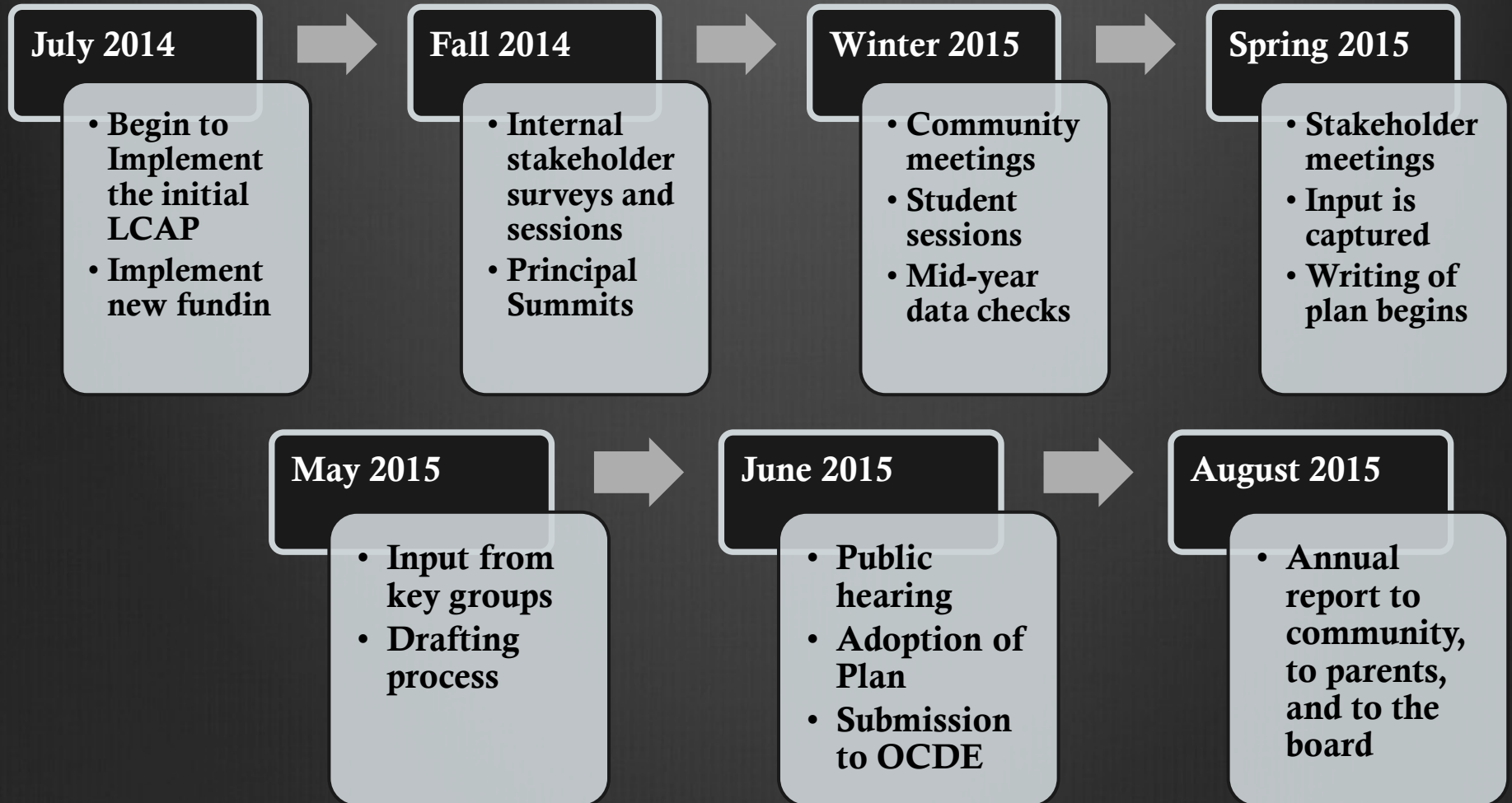


# THEORY OF ACTION





# 2014-15 LCAP Timeline

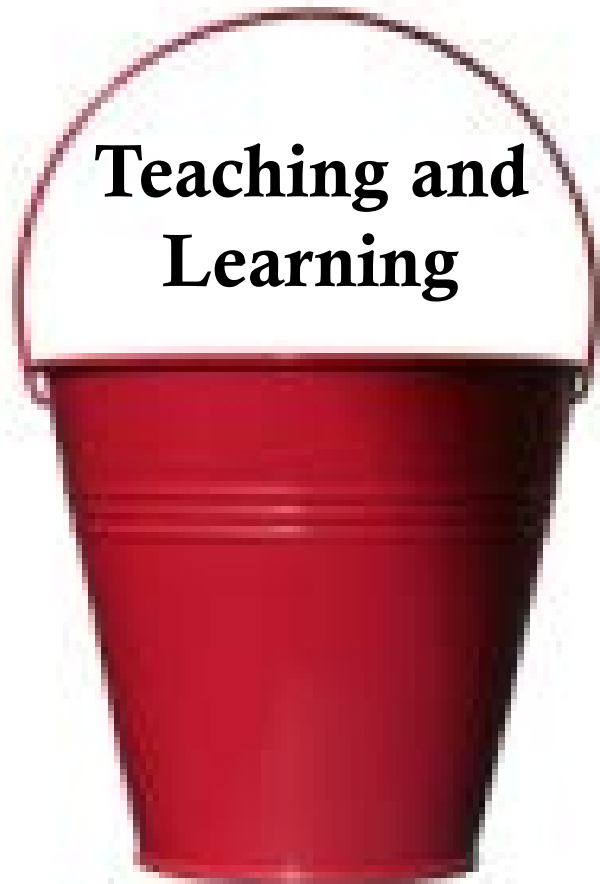


# A Community-wide Conversation

- 🎬 92 stakeholder meetings since Spring of 2014
- 🎬 Comments collected from 9,353 stakeholders
  - 4,221 Students - 4,489 Parents - 643 Staff Members
- 🎬 Various survey instruments and web site tools



# Three Buckets



# How Will We Know?



## Test Scores

MAP

DIBELS

ACT

SBAC

Teaching & Learning



## Processes

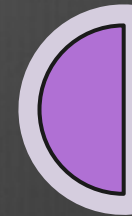
PD Hours

Participation

Enrollments

Technology

Engagement



## Surveys

Students

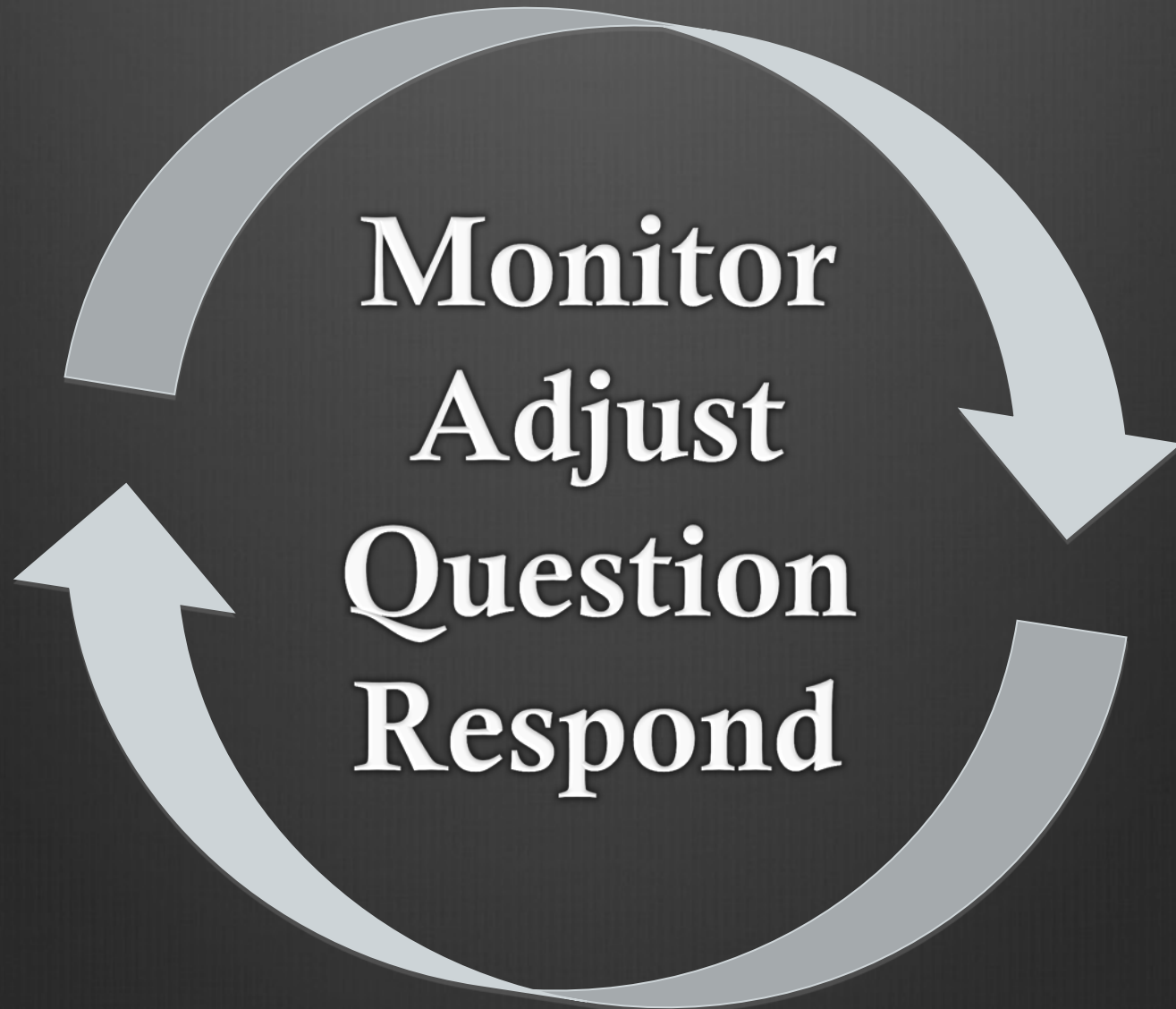
Parents

Staff

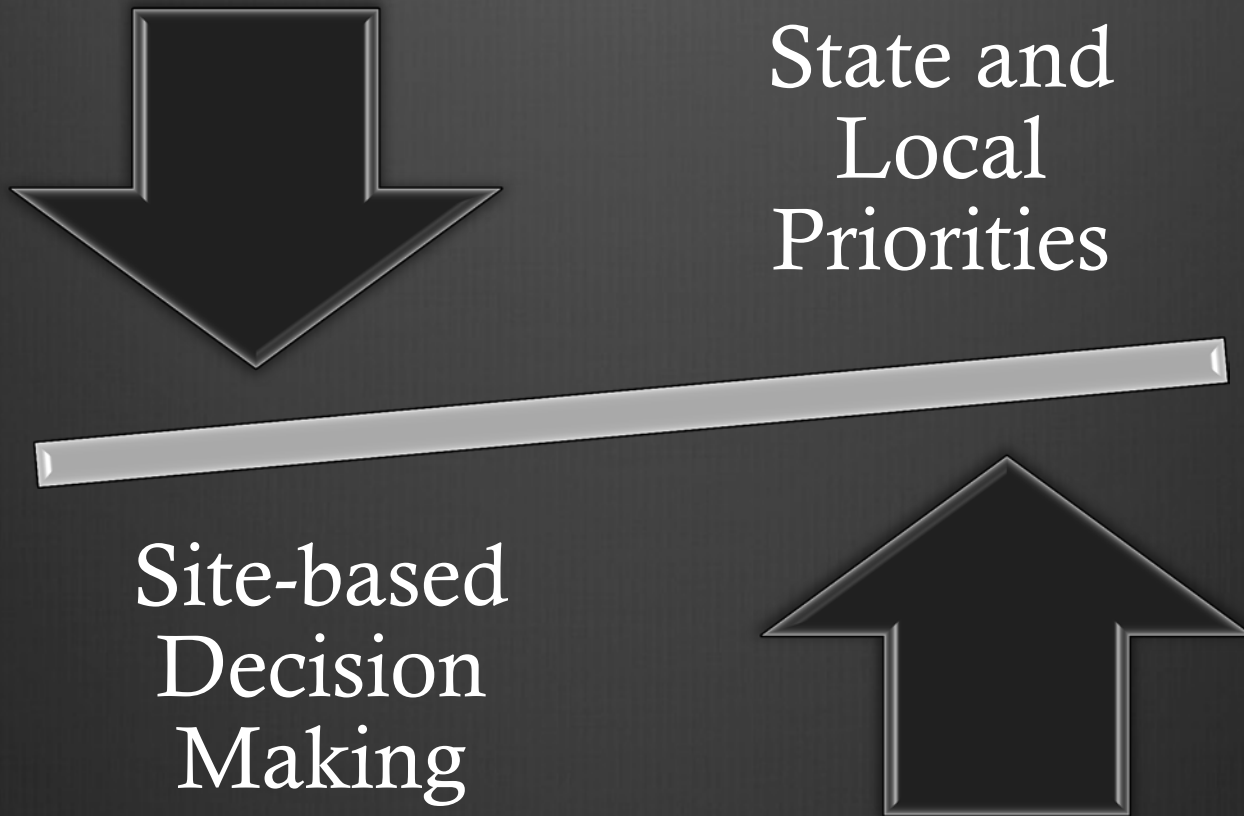
Discipline data

School Climate

# Continuous Improvement



# Driving Forces



# Engaging our Parents



Telling our story

# Immediate Next Steps

## **Updating the LCAP**

Ongoing Program Monitoring

## **Board of Education feedback**

May and June, 2015

## **DAC, DELAC and OCDE feedback**

June, 2015

## **Public Hearing**

June 9, 2015

## **Board Adoption of 2015-18 LCAP**

June 23, 2015



# QUESTIONS?



**AGENDA ITEM BACK UP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3052 – Opposition of Assembly Bill 715 Regarding Developer Fees

**ITEM:** Action

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

**PREPARED BY:** Jessica Mears, Facilities Planner

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3052 in opposition of Assembly Bill (AB) 715 regarding school facilities fees imposed on developers (developer fees). Developer fees were established and signed into law in 1998 as mitigation of school facilities impacts from new development. AB 715 proposes to revise the definition of assessable space for which school districts can levy developer fees.

**RATIONALE:**

The Resolution provides that Santa Ana Unified School District opposes AB 715, which would revise the definition of assessable space. The amount of fees a school district can levy are determined by the square footage of new assessable space. Altering the definition of assessable space may limit the developer fees districts can impose on new development and may negatively affect school facilities. A full copy of AB 715 is attached (Attachment A).

**FUNDING:**

Not applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3052 in opposition of Assembly Bill 715 regarding developer fees.

**Attachment A**

**ASSEMBLY BILL 715**

---

**INTRODUCED BY** Assembly Member Daly

**FEBRUARY 25, 2015**

---

An act to amend Section 65995 of the Government Code, relating to land use.

**LEGISLATIVE COUNSEL'S DIGEST**

**AB 715, as introduced, Daly. Residential development: school facilities fees.**

Existing law, the Planning and Zoning Law, limits the amount of fees, charges, dedications, or other requirements levied or imposed by state and local agencies on the planning, use, or development of real property for the construction or reconstruction of school facilities based upon assessable space, as defined. In the case of residential construction, existing law defines assessable space to mean all of the square footage within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, detached accessory structure, or similar area.

This bill would revise the definition of assessable space to specify that a covered walkway, uncovered walkway, and enclosed walkway are excluded and that similarly excluded areas include, but are not limited to, a bike storage locker or detached personal property storage space that is not a part of the existing livable residential structure.

**Vote:** majority. **Appropriation:** no. **Fiscal committee:** no. **State-mandated local program:** no.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 65995 of the Government Code is  
2 amended to read:

3 65995. (a) Except for a fee, charge, dedication, or other  
4 requirement authorized under Section 17620 of the Education  
5 Code, or pursuant to Chapter 4.7 (commencing with Section  
6 65970), a fee, charge, dedication, or other requirement for the  
7 construction or reconstruction of school facilities ~~may~~ *shall* not  
8 be levied or imposed in connection with, or made a condition of,  
9 any legislative or adjudicative act, or both, by any state or local  
10 agency involving, but not limited to, the planning, use, or  
11 development of real property, or any change in governmental  
12 organization or reorganization, as defined in Section 56021 or  
13 56073.

14 (b) Except as provided in Sections 65995.5 and 65995.7, the  
15 amount of any fees, charges, dedications, or other requirements  
16 authorized under Section 17620 of the Education Code, or pursuant  
17 to Chapter 4.7 (commencing with Section 65970), or both, ~~may~~  
18 *shall* not exceed the following:

19 (1) In the case of residential construction, including the location,  
20 installation, or occupancy of manufactured homes and  
21 mobilehomes, one dollar and ninety-three cents (\$1.93) per square  
22 foot of assessable space. "Assessable space," for this purpose,  
23 means all of the square footage within the perimeter of a residential  
24 structure, not including any carport, *covered walkway, uncovered*  
25 *walkway, enclosed walkway, garage, overhang, patio, enclosed*  
26 *patio, detached accessory structure, or similar area: area, including,*  
27 *but not limited to, a bike storage locker or detached personal*  
28 *property storage space that is not a part of the existing livable*  
29 *residential structure. The amount of the square footage within the*  
30 *perimeter of a residential structure shall be calculated by the*  
31 *building department of the city or county issuing the building*  
32 *permit, in accordance with the standard practice of that city or*  
33 *county in calculating structural perimeters. "Manufactured home"*  
34 *and "mobilehome" have the meanings set forth in subdivision (f)*  
35 *of Section 17625 of the Education Code. The application of any*  
36 *fee, charge, dedication, or other form of requirement to the location,*  
37 *installation, or occupancy of manufactured homes and*  
38 *mobilehomes is subject to Section 17625 of the Education Code.*

1 (2) In the case of any commercial or industrial construction,  
2 thirty-one cents (\$0.31) per square foot of chargeable covered and  
3 enclosed space. "Chargeable covered and enclosed space," for this  
4 purpose, means the covered and enclosed space determined to be  
5 within the perimeter of a commercial or industrial structure, not  
6 including any storage areas incidental to the principal use of the  
7 construction, garage, parking structure, unenclosed walkway, or  
8 utility or disposal area. The determination of the chargeable  
9 covered and enclosed space within the perimeter of a commercial  
10 or industrial structure shall be made by the building department  
11 of the city or county issuing the building permit, in accordance  
12 with the building standards of that city or county. For the  
13 determination of chargeable fees to be paid to the appropriate  
14 school district in connection with any commercial or industrial  
15 construction under the jurisdiction of the Office of Statewide  
16 Health Planning and Development, the architect of record shall  
17 determine the chargeable covered and enclosed space within the  
18 perimeter of a commercial or industrial structure.

19 (3) The amount of the limits set forth in paragraphs (1) and (2)  
20 shall be increased in 2000, and every two years thereafter,  
21 according to the adjustment for inflation set forth in the statewide  
22 cost index for class B construction, as determined by the State  
23 Allocation Board at its January meeting, which increase shall be  
24 effective as of the date of that meeting.

25 (c) (1) Notwithstanding any other ~~provision of law~~, during the  
26 term of a contract entered into between a subdivider or builder and  
27 a school district, city, county, or city and county, whether general  
28 law or chartered, on or before January 1, 1987, that requires the  
29 payment of a fee, charge, or dedication for the construction of  
30 school facilities as a condition to the approval of residential  
31 construction, neither Section 17620 of the Education Code nor this  
32 chapter applies to that residential construction.

33 (2) Notwithstanding any other provision of state or local law,  
34 construction that is subject to a contract entered into between a  
35 person and a school district, city, county, or city and county,  
36 whether general law or chartered, after January 1, 1987, and before  
37 the operative date of the act that adds paragraph (3) that requires  
38 the payment of a fee, charge, or dedication for the construction of  
39 school facilities as a condition to the approval of construction, may  
40 not be affected by the act that adds paragraph (3).

1 (3) Notwithstanding any other provision of state or local law,  
2 until January 1, 2000, any construction not subject to a contract  
3 as described in paragraph (2) that is carried out on real property  
4 for which residential development was made subject to a condition  
5 relating to school facilities imposed by a state or local agency in  
6 connection with a legislative act approving or authorizing the  
7 residential development of that property after January 1, 1987, and  
8 before the operative date of the act adding this paragraph, shall be  
9 required to comply with that condition.

10 Notwithstanding any other provision of state or local law, on  
11 and after January 1, 2000, any construction not subject to a contract  
12 as described in paragraph (2) that is carried out on real property  
13 for which residential development was made subject to a condition  
14 relating to school facilities imposed by a state or local agency in  
15 connection with a legislative act approving or authorizing the  
16 residential development of that property after January 1, 1987, and  
17 before the operative date of the act adding this paragraph, may not  
18 be subject to a fee, charge, dedication, or other requirement  
19 exceeding the amount specified in paragraphs (1) and (2) of  
20 subdivision (b), or, if a district has increased the limit specified in  
21 paragraph (1) of subdivision (b) pursuant to either Section 65995.5  
22 or 65995.7, that increased amount.

23 (4) Any construction that is not subject to a contract as described  
24 in paragraph (2), or to paragraph (3), and that satisfies both of the  
25 requirements of this paragraph, may not be subject to any increased  
26 fee, charge, dedication, or other requirement authorized by the act  
27 that adds this paragraph beyond the amount specified in paragraphs  
28 (1) and (2) of subdivision (b).

29 (A) A tentative map, development permit, or conditional use  
30 permit was approved before the operative date of the act that  
31 amends this subdivision.

32 (B) A building permit is issued before January 1, 2000.

33 (d) For purposes of this chapter, "construction" means new  
34 construction and reconstruction of existing building for residential,  
35 commercial, or industrial. "Residential, commercial, or industrial  
36 construction" does not include any facility used exclusively for  
37 religious purposes that is thereby exempt from property taxation  
38 under the laws of this state, any facility used exclusively as a  
39 private full-time day school as described in Section 48222 of the  
40 Education Code, or any facility that is owned and occupied by one

1 or more agencies of federal, state, or local government. In addition,  
2 “commercial or industrial construction” includes, but is not limited  
3 to, any hotel, inn, motel, tourist home, or other lodging for which  
4 the maximum term of occupancy for guests does not exceed 30  
5 days, but does not include any residential hotel, as defined in  
6 paragraph (1) of subdivision (b) of Section 50519 of the Health  
7 and Safety Code.

8 (e) The Legislature finds and declares that the financing of  
9 school facilities and the mitigation of the impacts of land use  
10 approvals, whether legislative or adjudicative, or both, on the need  
11 for school facilities are matters of statewide concern. For this  
12 reason, the Legislature hereby occupies the subject matter of  
13 requirements related to school facilities levied or imposed in  
14 connection with, or made a condition of, any land use approval,  
15 whether legislative or adjudicative act, or both, and the mitigation  
16 of the impacts of land use approvals, whether legislative or  
17 adjudicative, or both, on the need for school facilities, to the  
18 exclusion of all other measures, financial or nonfinancial, on the  
19 subjects. For purposes of this subdivision, “school facilities” means  
20 any school-related consideration relating to a school district’s  
21 ability to accommodate enrollment.

22 (f) Nothing in this section shall be interpreted to limit or prohibit  
23 the use of Chapter 2.5 (commencing with Section 53311) of  
24 Division 2 of Title 5 to finance the construction or reconstruction  
25 of school facilities. However, the use of Chapter 2.5 (commencing  
26 with Section 53311) of Division 2 of Title 5 may not be required  
27 as a condition of approval of any legislative or adjudicative act,  
28 or both, if the purpose of the community facilities district is to  
29 finance school facilities.

30 (g) (1) The refusal of a person to agree to undertake or cause  
31 to be undertaken an act relating to Chapter 2.5 (commencing with  
32 Section 53311) of Division 2 of Title 5, including formation of,  
33 or annexation to, a community facilities district, voting to levy a  
34 special tax, or authorizing another to vote to levy a special tax,  
35 may not be a factor when considering the approval of a legislative  
36 or adjudicative act, or both, involving, but not limited to, the  
37 planning, use, or development of real property, or any change in  
38 governmental organization or reorganization, as defined in Section  
39 56021 or 56073, if the purpose of the community facilities district  
40 is to finance school facilities.

1 (2) If a person voluntarily elects to establish, or annex into, a  
2 community facilities district and levy a special tax approved by  
3 landowner vote to finance school facilities, the present value of  
4 the special tax specified in the resolution of formation shall be  
5 calculated as an amount per square foot of assessable space and  
6 that amount shall be a credit against any applicable fee, charge,  
7 dedication, or other requirement for the construction or  
8 reconstruction of school facilities. For purposes of this paragraph,  
9 the calculation of present value shall use the interest rate paid on  
10 the United States Treasury's 30-year bond on the date of the  
11 formation of, or annexation to, the community facilities district,  
12 as the capitalization rate.

13 (3) For purposes of subdivisions (f), (h), and (i), and this  
14 subdivision, "school facilities" means any school-related  
15 consideration relating to a school district's ability to accommodate  
16 enrollment.

17 (h) The payment or satisfaction of a fee, charge, or other  
18 requirement levied or imposed pursuant to Section 17620 of the  
19 Education Code in the amount specified in Section 65995 and, if  
20 applicable, any amounts specified in Section 65995.5 or 65995.7  
21 are hereby deemed to be full and complete mitigation of the  
22 impacts of any legislative or adjudicative act, or both, involving,  
23 but not limited to, the planning, use, or development of real  
24 property, or any change in governmental organization or  
25 reorganization as defined in Section 56021 or 56073, on the  
26 provision of adequate school facilities.

27 (i) A state or local agency may not deny or refuse to approve a  
28 legislative or adjudicative act, or both, involving, but not limited  
29 to, the planning, use, or development of real property, or any  
30 change in governmental organization or reorganization as defined  
31 in Section 56021 or 56073 on the basis of a person's refusal to  
32 provide school facilities mitigation that exceeds the amounts  
33 authorized pursuant to this section or pursuant to Section 65995.5  
34 or 65995.7, as applicable.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**RESOLUTION NO. 14/15-3052**  
**BOARD OF EDUCATION**  
**SANTA ANA UNIFIED SCHOOL DISTRICT**  
**ORANGE COUNTY, CALIFORNIA**

**OPPOSITION OF ASSEMBLY BILL 715 REGARDING DEVELOPER FEES**

WHEREAS, the Governing Board ("Board") of the Santa Ana Unified School District ("District") provides for the educational needs for Grade K-12 students within the City of Santa Ana and portions of the Cities of Tustin, Irvine, Costa Mesa, Newport Beach, and Unincorporated Orange County; and

WHEREAS, the Leroy F. Greene School Facilities Act of 1998 was signed into law authorizing school districts to levy Developer Fees; and

WHEREAS, Developer Fees are intended to offset impacts to school facilities from new students generated from residential and commercial development; and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Level I Fees") and alternative school fee amounts ("Level II Fees"), pursuant to Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new development continues to generate additional students for the District's schools and the District is required to provide grades K-12 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities to accommodate students from new residential construction; and

WHEREAS, the amount of fees a school district can levy are determined by the square footage of new Assessable Space; and

WHEREAS, Assembly Bill 715, introduced in February 2015, proposes to revise the definition of Assessable Space; and

WHEREAS, Altering the definition of Assessable Space may limit the developer fees districts can impose on new development; and

NOW THEREFORE, THE GOVERNING BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1.** That Assembly Bill 715 may negatively affect the school facilities of Santa Ana Unified School District and other school districts.

**Section 2.** That the Board does hereby oppose Assembly Bill 715.

1 **PASSED AND ADOPTED**, by the Governing Board on May 12, 2015 upon motion of member  
2 \_\_\_\_\_ and duly seconded, the foregoing Resolution was adopted by the following vote:

3  
4  
5  
6 AYES:  
7 NOES:  
8 ABSENT  
9

10  
11 STATE OF CALIFORNIA)  
12 ) ss:  
13 COUNTY OF Orange )  
14

15  
16 I, \_\_\_\_\_ President of the Board of Education of the Santa Ana Unified School District of Orange  
17 County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at  
18 a regular meeting thereof held on May 12, 2015 and passed by a vote of \_\_\_\_\_ of said Board.  
19

20  
21  
22 \_\_\_\_\_  
23 President of the Governing Board for the Santa Ana Unified School  
24 District  
25

26  
27 I, \_\_\_\_\_ Clerk of the Board of Education of the Santa Ana Unified School District of Orange County,  
28 California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular  
29 meeting thereof held on April 28, 2015, and passed by a vote of \_\_\_\_\_ of said Board.  
30

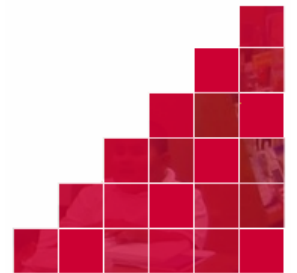
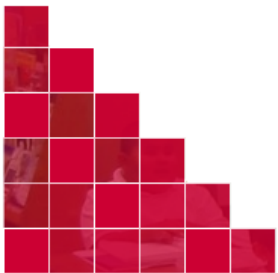
31 \_\_\_\_\_  
32 Clerk of the Board of Education of the Santa Ana Unified School District



**Santa Ana**  
Unified School District

# **Assembly Bill 715**

May 12, 2015





**AB 715, as introduced, Daly. Residential development: school facilities fees.**

Existing law, the Planning and Zoning Law, limits the amount of fees, charges, dedications, or other requirements levied or imposed by state and local agencies on the planning, use, or development of real property for the construction or reconstruction of school facilities based upon assessable space, as defined. In the case of residential construction, existing law defines assessable space to mean all of the square footage within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, detached accessory structure, or similar area.

This bill would **revise the definition of assessable space to specify that a covered walkway, uncovered walkway, and enclosed walkway are excluded** and that similarly excluded areas include, but are not limited to, a bike storage locker or detached personal property storage space that is not a part of the existing livable residential structure.



Project	Estimated Interior Hallways	Difference in Levied Fees
<b>Santa Ana:</b>		
The Madison (200 N Cabrillo Park Dr.): 5-story multi-family, 215 apartments, 4 live/work apartments, 2 retail spaces, 21,000 s.f. park	0 – 64,500 s.f.	\$0 - \$216,720
Santa Ana Lofts (1200 N Main St): Re-use of existing 9-story building	0 – 44,010 s.f.	\$0 - \$147,874
Artist Gateway (117 S Sycamore St): 14 live/work lofts	0 – 4,200 s.f.	\$0 - \$14,112
Legado at The Met (200 E First American Way): 5-story / 284-unit multi-family	0 – 85,200 s.f.	\$0 - \$286,272
The Heritage (2001 E Dyer Rd): 1,240-unit multi-family & 18,060 s.f. retail/restaurant	0 – 372,000 s.f.	\$0 - \$1,249,920
<b>Irvine/Newport Development Area (INDA)</b>		
Milani Apartments (18831 Von Karman): 5-story / 287 units	0 – 86,100 s.f.	\$0 - \$289,296
Elements (Jamboree & Campus): 1,600 units total	0 – 480,000 s.f.	\$0 - \$1,612,800
Colton Apartments (Campus & Von Karman): 876 units	0 – 262,700 s.f.	\$0 - \$882,672
Uptown Newport (4321 Jamboree Road): 1,244 units & 11,500 s.f. retail	0 – 373,200 s.f.	\$0 - \$1,253,952
<b>Total:</b>		<b>\$0 - \$5,953,618</b>

Note, estimates based on unknown anticipated square footage (design has not been finalized).



**Agenda Item:**

**Adoption of Resolution No. 14/15-3052  
Opposition of Assembly Bill 715  
Regarding Developer Fees**

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval to Dispose Surplus District-Wide Portable Buildings**

**ITEM:**                   **Action**

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

**PREPARED BY:** **Todd Butcher, Director, Construction**  
**Jessica Mears, Facilities Planning**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to provide the Board an update on the District's portable inventory and seek Board approval regarding whether to dispose, sell, or inventory surplus portables. Since the passage of Measure G, the District has replaced 370 portable classrooms with permanent buildings.

**RATIONALE:**

The success of the District's Building Program – Critically Overcrowded Schools, Overcrowding Relief Grant, and Modernization Program is resulting in a surplus of obsolete portable classrooms that need to be removed from the school sites. Staff is requesting direction on whether to dispose, sell, or inventory these portables. See attached portable inventory list.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve staff to dispose of surplus portable buildings.

# Current Projects

School	# of Portables	Operational	Uneconomical to Repair
Wilson ORG (2015)	6	-	6
Mitchell MOD (2016)	10	4	6
Saddleback ERP (2016)	15	11	4
Valley P2P (2017)	28	-	28
McFadden ERP (2018)	14	3	11
Remington ERP (2018)	12	4	8
<b>TOTAL</b>	<b>85</b>	<b>22</b>	<b>63</b>

## Options:

- Place at other sites (requires DSA approval plus relocation costs; may exceed the value)
- Demolish
- Sell (must be declared surplus)



# Portable Inventory

(not including current projects)

School	# of Portables	Operational	Uneconomical to Repair
Adams Elementary	0	-	-
Alternative Ed.	0	-	-
Carr Intermediate	0	-	-
Carver Elementary	8	-	8
Century High	0	-	-
Chavez High	4	4	-
Community Day	10	10	-
Davis Elementary	0	-	-
Diamond Elementary	3	-	3
District Office	0	-	-
Edison Elementary	0	-	-
Edward B. Cole Academy	19	3	16
Esqueda Elementary	0	-	-
Fairview Site	0	-	-
Fremont Elementary	0	-	-
Garfield Elementary	0	-	-
ARC	0	-	-
Greenville Fundamental	0	-	-
Harvey Elementary	5	5	-
Heninger Elementary	0	-	-
Heroes Elementary	0	-	-
Hoover Elementary	0	-	-
Jackson Elementary	0	-	-
Jefferson Elementary	12	4	8
Kennedy Elementary	0	-	-
Lathrop Intermediate	0	-	-

# Portable Inventory

(not including current projects)

School	# of Portables	Operational	Uneconomical to Repair
Lincoln Elementary	0	-	-
Lowell Elementary	0	-	-
MacArthur Fundamental	3	3	-
Madison Elementary	0	-	-
Martin Elementary	0	-	-
Mendez Fundamental	0	-	-
Middle College	0	-	-
Monroe Elementary	0	-	-
Monte Vista Elementary	6	-	6
Muir Fundamental	19	1	18
Otsuka	4	1	3
Pio Pico Elementary	10	10	-
Pupil Support Services	0	-	-
Romero-Cruz Elementary	16	16	-
Roosevelt Elementary	2	2	-
ROP West	0	-	-
Santa Ana High	0	-	-
Santiago Elementary	0	-	-
Sergerstrom High School	0	-	-
Sepulveda Elementary	4	4	-
Sierra Intermediate	0	-	-
Spurgeon Intermediate	0	-	-
Taft/Taft/D.H.H.	11	4	7
Thorpe Elementary	6	5	1
Villa Fundamental	0	-	-
Walker Elementary	1	-	1
Washington Elementary	0	-	-
Willard Intermediate	0	-	-
<b>Grand Total</b>	<b>143</b>	<b>72</b>	<b>71</b>

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Achieve3000 and Extended Learning Programs for Period of June 1, 2015 through August 30, 2015

**ITEM:** Action

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

**PREPARED BY:** Jennifer Cisneros, Director, Extended Learning Programs

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Achieve3000 and Extended Learning Programs for the period of June 1, 2015 through August 30, 2015.

**RATIONALE:**

As part of our commitment to provide high quality instruction during the Summer Extended Learning Programs, the District will partner with Achieve3000. Achieve3000 propels students towards college and career readiness with more than a decade of proven success in increasing students' reading success by providing them with the skills they need to become independent readers of complex texts. Achieve3000 will deliver professional learning sessions and services customized to support effective use of solutions to students at Lathrop, MacArthur, McFadden, Sierra Preparatory, and Spurgeon intermediate schools. Achieve3000 will also collaborate with the District administration to develop a personalized implementation plan as well as professional development for Extended Learning Programs' staff.

**FUNDING:**

Title I Core Set Aside: \$7,500

**RECOMMENDATION:**

Approve the agreement with Achieve3000 and Extended Learning Programs for the period of June 1, 2015 through August 30, 2015.

# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT" and **Achieve 3000** 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: **Per the terms of the attached Scope of Services dated April 16, 2015 CONSULTANT will work with the District to provide the Achieve 3000 Differentiated Summer Solution with includes, platform access for 125 students and associated teachers at 5 sites, LevelSet Assessments, 5-days of professional development and implementation planning and resources.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **6/1/2015** and will diligently perform as required and complete performance by **8/31/2015**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$7500** and per attached scope of work cost summary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

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

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

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

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

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

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

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

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

---

DISTRICT:

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

CONSULTANT:

**Achieve3000  
1985 Cedar Bridge Ave. Suite 3  
Lakewood, NJ 08701**

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



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

This AGREEMENT is entered into this **13th Day of May 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/12/2015

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification



The Leader in Differentiated Instruction

**Students FIRST Services  
Presented by Achieve3000  
to Santa Ana Unified School District  
April 16, 2015**

## *Table of Contents*

Achieve3000: Partnering in preparation for College and Career Readiness .....	4
Our Approach to One-on-One Literacy Instruction.....	4
Section 1: Benefits of Enrollment .....	5
Section 2: Conditions of Enrollment .....	6
Section 3: Enrollment Information .....	7
Order Detail .....	7
Section 4: Services Acceptance Form .....	8

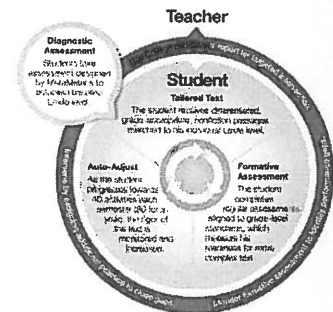
## *Achieve3000: Partnering in preparation for College and Career Readiness*

Achieve3000's differentiated solutions propel students towards college and career readiness. **With more than a decade of proven success** in increasing students' Lexile levels and providing them with the skills they need to become independent readers of complex texts, **Achieve3000 can help students prepare for high stakes tests.**

### *Our Approach to One-on-One Literacy Instruction*

Our literacy solutions – KidBiz3000, TeenBiz3000, Empower3000, and Spark3000 – provide differentiated instruction for students in grades 2-12, as well to adult learners. Our time-tested approach, illustrated at right, helps raise students' Lexile levels and high stakes test scores.

The premise behind Achieve3000 is simple: one of the most effective ways to improve Lexile levels and to prepare students for the rigors of college and career is to **meet students one-on-one at their individual reading levels.** Our solutions assess students' Lexile levels on an ongoing basis, and deliver rigorous non-fiction materials that are matched to each student's Lexile level while at the same time targeting grade level standards.



To ensure that educators intervene as appropriate, Achieve3000 keeps teachers and administrators continually informed of student progress – both towards college readiness and high stakes tests. Our *Forecast Report* forecasts performance on state tests. Our *College Readiness* report provides teachers with valuable information about students' readiness for college and career.

**Achieve3000's differentiated solutions are helping school districts across the nation close the gap.** In a 2009-10 study, students using Achieve3000's solutions as recommended made a 92 Lexile point gain above the average expected growth; this is more than two-and-a-half times the expected growth. These gains were accelerated for below-level readers, the students most in need of improvement.

*Please see following page for enrollment information.*

## ***Section 1: Benefits of Enrollment***

*As an Achieve3000 Students FIRST Services recipient you will receive:*

- **Student editions**, including LevelSet®, an online Lexile assessment tool for initial student placement, ongoing assessment built into the daily instructional routine, and intervention in the form of daily non-fiction reading content that is precisely and scientifically matched to each student's reading ability
  - **Teacher editions**, including Curriculum Keys for each lesson, a concept outline, an overview of vocabulary words, and links to strategy-based lesson plans that complement the daily article. Also includes Writing Center access to expose students to formal writing practice, timed writing, journal writing, graphic organizers, and revising and editing
  - **Administrator editions**, including reporting tools, monthly eProgress Reports on program usage and student progress, delivered monthly via email, and customized implementation reports containing analysis of program use and student progress
  - **Parent editions** including Conversation Guides containing information about the daily article, as well as Guiding Questions to help spark conversations about the text, targeted reporting to help monitor the child's progress, and parent seminars to maximize home involvement
  - **Initial and continuing professional development** and a customized implementation plan
- 
- **A powerful reporting package** that provides ongoing diagnostic data on student usage and performance and enables individualized intervention and remediation
  - **Forecasting State Assessment Report** projects performance based on LevelSet results, helping schools plan aggressive intervention where it is most needed
  - **Forecasting College and Career Readiness Report** examines how prepared students will be for college and career
  - **Full alignment** of assignment, activities and reports to state standards
  - **Cross-curricular tools** to integrate literacy across the content areas
  - **24/7 program access**

## *Section 2: Conditions of Enrollment*

In order to successfully implement our differentiated literacy solutions, the administrators, principals and teachers will need to work closely with Achieve3000 to develop a comprehensive plan that aligns to the school's curriculum and instruction goals. In addition, it is critical that teachers monitor student participation and performance on an ongoing basis.

Below is a chart that breaks down the responsibilities of Santa Ana Unified School District and Achieve3000.

### *Protocol for Successful Implementation:*

<i>Achieve3000's Commitment:</i>	<i>Santa Ana Unified School District's Commitment:</i>
<p><b>We will:</b></p> <ul style="list-style-type: none"> <li>• <b>Provide access to our solutions anytime and anywhere so that students can constantly learn.</b></li> <li>• <b>Supply</b> ongoing assessments to measure changes in each student's Lexile level and adjust content accordingly.</li> <li>• <b>Deliver</b> professional learning sessions and services customized to support effective use of our solutions.</li> <li>• <b>Boost</b> district-wide literacy with a cross-curricular focus.</li> <li>• <b>Engage</b> parents by supplying free parent licenses.</li> <li>• <b>Offer</b> motivational contests and celebrations to encourage student and teacher participation.</li> <li>• <b>Work</b> with district and school leadership on targeted intervention plans and instructional strategies.</li> </ul>	<p><b>To enjoy full success, we recommend you:</b></p> <ul style="list-style-type: none"> <li>• <b>Supply</b> Achieve3000 with student, teacher and class rosters for data upload.</li> <li>• <b>Follow</b> the implementation timeline described above</li> <li>• <b>Administer</b> LevelSet assessments in the timeframe set by your district.</li> <li>• <b>Plan</b> for students to complete a minimum of two lessons weekly, with students scoring 75% or above on activities.</li> <li>• <b>Ensure</b> attendance of participating teachers at scheduled professional training sessions and encourage use of our Learning Center resources.</li> <li>• <b>Collaborate</b> with your Achieve3000 representatives in interpreting data from reports to correctly identify needs.</li> <li>• <b>Use</b> Leadership and Observation Checklists to help monitor the implementation of the program.</li> </ul>



The Leader in Differentiated Instruction

### Section 3: Enrollment Information

*This Students FIRST Services covers Achieve3000 licenses for select students in the Santa Ana Unified School District.*

#### Order Detail

June, 2015

*Subscription start date\**

August, 2015

*Subscription end date\**

Product	Total
Achieve3000 Differentiated Summer Solution; Includes: <ul style="list-style-type: none"> <li>• Platform access for up to 125 students and associated teachers for 5 sites<sup>1</sup></li> <li>• LevelSet™ Assessments</li> <li>• Professional Development (5 Onside Days)</li> <li>• Implementation Planning &amp; Resources</li> </ul>	<b>\$32,525.00</b>
<b>TOTAL</b>	<b>\$32,525.00</b>
<b>ACHIEVE3000 STUDENTS FIRST SERVICES AWARD</b>	<b>(\$25,025.00)</b>
<b>TOTAL COST: SANTA ANA UNIFIED SCHOOL DISTRICT</b>	<b>\$7,500.00</b>

#### Contact Information

*Please provide the information below:*

*Name of District\**

*Address\**

*City\**

*State\**

*Zip\**

*Phone\**

*Implementation Contact (name, title)\**

*E-mail address\**

*Fax*

<sup>1</sup> Santa Ana USD is required to provide the complete list of participating schools along with Acceptance.



The Leader in Differentiated Instruction

### ***Section 4: Services Acceptance Form***

#### **Santa Ana Unified School District Commitment**

I have read and accept the Achieve3000 Students FIRST Services. I understand that this award in the amount of \$25,025.00 will cover the cost of the Achieve3000 program, and that Santa Ana Unified School District is responsible for the remaining balance of \$7,500.00.

I agree to provide release time to program instructors and teachers to attend training session(s) and to follow the recommended implementation protocols described earlier.

I am aware that this is a one-time award that will not be available in future school years.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **Achieve3000 Commitment**

Achieve3000 will ensure that students significantly improve their reading and writing skills through differentiated instruction, in accordance with the protocols described earlier.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**The Completed Form and Purchase Orders can be sent to:**

**Achieve3000  
1985 Cedar Bridge Ave., Suite 3  
Lakewood, NJ 08701  
Fax: 316-221-0718  
Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)**

**For terms and conditions, please refer to [www.achieve3000.com/terms](http://www.achieve3000.com/terms)**



**AGENDA ITEM BACKUP SHEET  
May 12, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Teach for America for 2015-17 School Years

**ITEM:** Action

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

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Teach for America for the 2015-17 school years.

**RATIONALE:**

Teach for America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. The District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice. Teach for America will be compensated in the amount of \$2,000 per year and for each teacher employed by the District.

**FUNDING:**

Title II - \$16,000

**RECOMMENDATION:**

Approve the agreement with Teach for America for 2015-17 school years.

  
MAM:nr

## DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated May 5, 2015 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit and Santa Ana Unified School District a political subdivision of the state of California (“School District”)(each individually “a Party” and collectively “the Parties”).

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Santa Ana Unified School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, School District and Teach For America agree as follows:

### I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

#### School District Responsibilities:

##### A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) set forth in **Appendix A** (the “Agreed Number”), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher’s aide positions.

- iv. Teach For America Teachers will be hired for vacancies across the full range of grades and subject matters and not restricted or limited to so-called “critical” or “shortage” subjects or grade level vacancies.
- v. School District and Teach For America will collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a “Partner School”) for placement of a Teacher, (i) the school’s student population must be considered high poverty relative to the student population elsewhere in the district or that fifty percent or more of the school’s student population receives free or reduced lunch and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District’s established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, *provided that* School District shall employ Teachers no later than fourteen (14) days after the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher’s grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. “Alternative employment” includes, but is not limited to substitute teaching positions, “pool” teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

Teach For America Responsibilities:

- C. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
  
- D. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by the organization in order to prepare Teachers for this work.
  
- E. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the “highly qualified” teacher requirements set forth in the federal No Child Left Behind Act of 2001 and applicable state regulations (together, the “Requirements”). For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

## II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS

### School District Responsibilities

- A. Employment Status.
  - i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an “at-will” employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
  - ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
  - iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the

Teacher that Teach For America may operate in such capacity in a particular circumstance.

- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- vii. Subject to its obligations under either pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any

pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

### Teach For America Responsibilities

#### D. Professional Development Services.

- i. During the course of the academic year, Teach For America shall provide various professional development services and activities for participating Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom.
- ii. Pursuant to its obligations under the Family Education Rights and Privacy Act (“FERPA”), School District hereby acknowledges that in the course of providing on-going professional development services for the purposes of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).
- iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a)(6). In accordance with 34 C.F.R. § 99.33(b), Teach For America may re-disclose student identifiable information on behalf of School District as part of Teach For America’s service to School District of providing on-going professional development services.
- iv. Teach For America may also disclose student identifiable information on behalf of School District to additional parties, provided that Teach For America, in advance, provide to School District the names of such parties and a brief description of such parties’ legitimate interest in receiving such information.

#### E. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. School District agrees to place all Special Education Teachers in a position where he/she will spend six (6) hours per day in direct delivery with students. According to the Commission on Teacher Credentialing (CTC) standards, that Loyola Marymount University as a credentialing body must uphold, direct delivery is characterized by face to face interaction with students in a classroom setting. School District will ensure that Special Education Teachers will lead teach a minimum of four (4) hours per week as the direct service provider [this could include pull out time, a resource lab setting, true team teaching, or a learning center setting]. School District acknowledges that if these guidelines are not met Loyola Marymount University can put the Special Education Teacher's credential up for review.
- iii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iv. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

### III. GENERAL PROVISIONS

#### A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect each Teacher whose employment by School District is to commence in the 2015-16 academic year, starting with a minimum number of **four (4) teachers**, School District shall pay Teach For America an annual amount of **\$2,000.00** for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence]. If School District agrees to hire the **six (6) teachers** allotted to you via this agreement, the fee would shift to **\$1,500.00** per corps member for

each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence].

- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
- C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.
- D. Term. The term of this Agreement will cover the Santa Ana Unified School District cohort of Teachers for the 2015 – 2016 academic year. It will also cover the Santa Ana Unified School District cohort of Teachers for the 2016 - 2017 academic year. This Agreement will expire on June 30, 2017, but all provisions applicable to the Santa Ana Unified School District cohort of Teachers will remain in effect through the conclusion of the 2016-2017 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated as follows:
  - i. at any time by mutual written agreement of the parties;
  - ii. by either party, upon thirty (30) days' prior written notice to the other party, provided that the terminating party provides that notice no later than 120 days prior to the end of the current academic year; or
  - iii. by either party upon written notice to the other party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching party.
- F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party



(or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
- ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

- I. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in I.A.v) in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement or in connection with any Loss of which School District is primarily culpable.
- J. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- K. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- L. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- M. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation.”
- N. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of California.

- O. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.N., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- P. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America:  
Tracy-Elizabeth Clay, Esq.  
General Counsel  
300 W. Adams St., Ste. 1000  
Chicago, IL 60606

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Santa Ana Unified School District

By \_\_\_\_\_

Name: Mark McKinney

Title: Associate Superintendent, Human Resources

Date:

TEACH FOR AMERICA, INC.

By \_\_\_\_\_

Name: Lida Jennings

Title: Executive Director, Teach For America

Date:

**APPENDIX A**

<b>Certification Area</b>	<b>Grade Level</b>	<b>Agreed Number of Teachers</b>	<b>Academic Years of Employment</b>
Special Education	K-12	4	2015-2016 and 2016-2017
Science	6 <sup>th</sup> -12 <sup>th</sup>	0-2	2015-2016 and 2016-2017
<b>Total</b>		<b>4-6</b>	

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Stanford Center for Assessment, Learning, and Equity/Understanding Language for Period of May 13, 2015 through September 30, 2015

**ITEM:** Action

**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 agreement with the Stanford Center for Assessment, Learning, and Equity/Understanding Language (SCALE/UL) for Period of May 13, 2015 through September 30, 2015.

**RATIONALE:**

Since 2014, the District has been working in partnership with Summit Public Schools to build expertise with Project-Based Learning. SCALE/UL has supported Summit since 2013 in developing and refining its project-based curriculum and performance-based assessment system; this support has taken many forms, including the collaborative restructuring and revision of Summit's Cognitive Skills Rubric, the facilitation of scoring and calibration training for teachers, and the evaluation of Summit's teacher-designed projects and performance assessments. SAUSD's short-term goal is to customize key tools and processes from the Summit model, with SCALE/UL's support, to further the long-term goal of developing a coherent project-based curriculum and performance-based assessment system that provides learning opportunities for all students, including English Language Learners.

LCAP goal 2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to implementing project-based learning, increasing Visual and Performing Arts, and other elective classes.

**FUNDING:**

LCFF: \$54,000

**RECOMMENDATION:**

Approve the agreement with the Stanford Center for Assessment, Learning, and Equity/Understanding Language (SCALE/UL) for Period of May 13, 2015 through September 30, 2015.

# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as "DISTRICT" and **The Stanford Center for Assessment, Learning and Equity/Understanding Language 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: Per the terms of the attached Service Agreement dated May 13, 2015 CONSULTANT will work with the District to support development of a performance-based assessment system for a new SAUSD dependent charter school opening in September 2015. Program will be based on and adapted from the assessment system model of Summit Public Schools.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **5/13/2015** and will diligently perform as required and complete performance by **9/30/2015**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$54,000** and per attached scope of work cost summary.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

DISTRICT:

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

CONSULTANT:

**SCALE/Stanford University  
Graduate School of Education  
Stanford, CA 94305**

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

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

This AGREEMENT is entered into this **13th Day of May 2015**.

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5/12/2015

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective May 13, 2015 by and between the **Santa Ana Unified School District**, 1601 E. Chestnut Ave., Santa Ana, CA 92701-6322 ("**SAUSD**") and **The Stanford Center for Assessment, Learning and Equity/Understanding Language (SCALE/UL)**, Stanford University Graduate School of Education, 365 Lasuen Street, Stanford, CA, 94305 ("**Consultant**"), in accordance with the terms and provisions below:

### 1. Statement of Purpose

The purpose of this Scope of Work (SOW) is to define the services the Stanford Center for Assessment, Learning, and Equity/Understanding Language (SCALE/UL) agrees to provide the Santa Ana Unified School District (SAUSD) to support the development of a performance-based assessment system for a new SAUSD dependent charter school opening in September, 2015, to be based on and adapted from the assessment system model of Summit Public Schools.

### 2. Project Description

Since 2013, the District has been working in partnership with Summit Public Schools to build expertise with project based learning. SCALE has supported Summit since 2013 in developing and refining its project-based curriculum and performance-based assessment system; this support has taken many forms, including the collaborative restructuring and revision of Summit's Cognitive Skills Rubric, the facilitation of scoring and calibration training for teachers, and the evaluation of Summit's teacher-designed projects and performance assessments. SAUSD's short-term goal is to customize key tools and processes from the Summit model, with SCALE/UL's support, to further the long-term goal of developing a coherent project-based curriculum and performance-based assessment system that provides learning opportunities for all students, including English Language Learners.

Between May and September of 2015, SCALE will focus on four primary areas of work to provide initial support and guidance for those goals:

- (1) support the development of a customized version of the Summit Cognitive Skills Rubric, adapted for grade level and for SAUSD's unique curriculum and assessment needs, including a high ELL population;
- (2) customize a "unit quality rubric" for evaluating the quality of curricular units, including how well they integrate project-based learning, performance assessment, and instructional support for ELLs;
- (3) train SAUSD staff on the use of the unit quality rubric to support their ability to select, adapt, and/or design high-quality curricular units, PBL projects, and performance tasks.

(4) support the SAUSD's internal capacity to apply the unit quality rubric by (a) evaluating a limited number of units submitted by SAUSD, including detailed feedback, to further model the application of the rubric, and (b) performing a limited number of "backreads" of unit evaluations performed by SAUSD staff to ensure calibration and quality of feedback.

3. Services to be Performed by Consultant

Santa Ana Unified School District / SCALE Scope of Work  
May 2015 – September 2015

Approx Timeframe	PHASE I: Cognitive Skills Rubric	Days of Work	Charge (\$1500/day)	Due By
<b>May-June 2015</b>	Customize Summit Public School's Cognitive Skills Rubric for SAUSD context			
	<ul style="list-style-type: none"> <li>Prepare and facilitate a one-day, in-person prioritizing and design workshop</li> </ul>	3	\$4,500	May 31, 2015
	<ul style="list-style-type: none"> <li>Provide recommendations for overall scope and structure of the rubric, including performance levels, dimensions, and organization</li> </ul>	4	\$6,000	TBD
	<ul style="list-style-type: none"> <li>Provide feedback on full rubric for use in 2015-2016 school year</li> </ul>	8	\$7,500	TBD
	<b>Phase 1 Subtotal</b>	<b>15</b>	<b>\$22,500</b>	
	Phase II: Unit/project quality assessment tool	Days of Work	Charge (\$1500/day)	Due By
<b>June-July 2015</b>	Customize a unit/project quality assessment tool			
	<ul style="list-style-type: none"> <li>Synthesize SAUSD's existing rubric for curricular units with SCALE/Summit's performance task quality rubric</li> </ul>	4	\$6,000	TBD
	<b>Phase II Subtotal</b>	<b>4</b>	<b>\$6,000</b>	
	Phase III: Evaluation of projects (PBL units/performance tasks)	Days of Work	Charge (\$1500/day)	Due By
<b>July-August</b>	Train SAUSD staff on the use of the unit quality rubric and support SAUSD's internal capacity to evaluate projects with independent project reviews and read-			

<b>2015</b>	behinds			
	<ul style="list-style-type: none"> <li>Prepare scored and annotated "anchor" units for training purposes</li> </ul>	3	\$4,500	TBD
	<ul style="list-style-type: none"> <li>Conduct one day of in-person training on applying the rubric for SAUSD staff</li> </ul>	1	\$1,500	TBD
	<ul style="list-style-type: none"> <li>Backread and provide feedback on unit reviews completed by SAUSD staff (2 reviews per content area)</li> </ul>	4	\$6,000	TBD
	<ul style="list-style-type: none"> <li>Evaluate a limited number of units selected and submitted by SAUSD to further model the application of the rubric and high quality feedback (2 projects per content area)</li> </ul>	5	\$7,500	TBD
	<b>Phase III Subtotal</b>	<b>12</b>	<b>\$19,500</b>	
	<b>Overarching Costs</b>			
<b>Ongoing</b>	Travel/Lodging expenses associated with in-person workshops and meetings held in Santa Ana (Up to 3 events, 1 SCALE staff, \$600 per event)		\$2,000	
	<b>Subtotal</b>		<b>\$50,000</b>	
	<b>Stanford University Indirect Costs (8%)</b>		<b>\$4,000</b>	
	<b>Grand Total</b>		<b>\$54,000</b>	

PLEASE NOTE: This scope of work is based on the agreement that Santa Ana Unified School District will fully support SCALE's efforts to access 1) relevant school personnel to support the prioritizing and design process for deliverables in Phase I and II; 2) projects or curricular units that integrate performance tasks for evaluation; 3) all relevant existing materials to inform development of new tools (e.g., SAUSD's current unit evaluation tool); and 4) SAUSD personnel participation in development meetings. SCALE's ability to fulfill deliverables in accordance with the designated timeframe is contingent upon being provided access to these personnel/materials in a timely fashion. Professional development events, design sessions, and other in-person meetings will be hosted by SAUSD, and all expenses associated with PD events with SAUSD staff will be the responsibility of SAUSD.

2. Term and Termination

- a. Subject to the following, this Agreement shall commence effective on the date first above set forth and shall continue through September 30, 2015.

- b. SAUSD may terminate this Agreement by written notice if SAUSD determines in its sole judgment that the project is being terminated.

3. Timely Performance

Consultant acknowledges that timely performance is an essential part of this Agreement. No schedules may be changed without prior written consent of SAUSD.

4. Statements

- a. Consultant shall submit an itemized invoice to SAUSD upon completion of deliverables (Phase 1 / Phase 2 / Phase 3), and SAUSD shall make payment upon delivery and acceptance of all scheduled deliverables to in accordance with the Services Agreement.
- b. SAUSD shall pay Consultant all undisputed amounts within thirty (30) days following receipt of an itemized invoice from Consultant for the Services in this Agreement.

5. Status of Consultant as Independent Contractor

Consultant enters into this Agreement as, and intends to continue to be, an independent contractor. Under no circumstances shall Consultant look to SAUSD as Consultant's employer. Consultant shall not represent himself as an employee, agent or representative of SAUSD. SAUSD shall not be responsible for any payment of employment-related taxes or Worker's Compensation, nor for any other employee benefits for Consultant. Consultant shall defend, indemnify and hold SAUSD harmless from any claim related to the foregoing.

6. Ownership/Rights

- a. As used herein, "Consultant Property" means any work, ideas, inventions, discoveries, tools, methodology, computer programs and applications, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation, including but not limited to sample performance tasks, created by Consultant prior to, or wholly independent of, its performance under this Agreement or any SOW. All Consultant Property shall remain property of Consultant notwithstanding the use of any such Consultant Property in performing the Services provided in this Agreement. To the extent Consultant Property is provided to SAUSD, Consultant hereby grants SAUSD a non-exclusive, royalty-free, worldwide and perpetual license to use, Consultant Property for internal business purposes. This license to use Consultant Property does not include Consultant's sample performance tasks or



any Consultant owned software programs. Consultant shall identify in writing (i) any Consultant Property or (ii) any third party materials to be incorporated in any part of the deliverables prior to such incorporation.

- b. Either party's use of the other party's name, likeness, and professional credits for the purposes of advertising and trade shall be subject to that party's prior written approval.

## 7. Warranty

- a. Consultant warrants that: (1) it has the full right, power and authority to enter into this Agreement, to perform all of its obligations under this Agreement, and to assign or grant to SAUSD the rights assigned or granted to SAUSD under this Agreement; (2) the information provided by Consultant under this Agreement will be original, except for deliverables in the public domain, those excerpts from other works as may be included with the written permission of the copyright holders, or materials provided to Consultant by SAUSD; and (3) Consultant's work product shall not contain any illegal, libelous or obscene material, and shall not contain any deliverables that infringes upon any trade name, trademark or copyright and/or that invades or violates any right of privacy, personal or proprietary right, or any common law or statutory right of any third party.
- b. Consultant understands and covenants that Consultant will not perform or engage in any activity that would constitute lobbying activities under applicable law in connection with this Agreement.

---

## 8. Confidential Information

- a. For purposes of this Agreement, "Confidential Information" shall mean information and data received by one party ("Disclosing Party") from the other party ("Receiving Party") that has either been marked "Proprietary and Confidential" or about which the Disclosing Party gave the Receiving Party notice of its proprietary and confidential nature or relating to any of the concepts and strategies regarding the Disclosing Party's projects or relating to Disclosing Party's past, present and/or future business activities, or resulting from Consultant's work under this Agreement. All Confidential Information shall be and remains the sole property of the Disclosing Party.
- b. Notwithstanding the foregoing, information and data disclosed by the Disclosing Party to the Receiving Party shall not be deemed to be Confidential Information, and Receiving Party shall have no obligation to treat such information and data as Confidential Information, if such information and data (i) was known by the Receiving Party at the time of such disclosure; or (ii) was known to the public at the time of such disclosure; or (iii) becomes known to the public (other than by act

of the Receiving Party) subsequent to such disclosure; or (iv) to the best of Receiving Party's knowledge, is disclosed lawfully to the Receiving Party by a third party subsequent to such disclosure by the Disclosing Party; or (v) is approved in writing by Disclosing Party for disclosure by Receiving Party; or (vi) is required by law to be disclosed by Receiving Party provided that Receiving Party gives to Disclosing Party prior written notice of such required disclosure.

- c. Receiving Party shall not disclose, in whole or in part, to any third person, firm or corporation, any Confidential Information which it receives from DISCLOSING PARTY, except that Receiving Party may disclose any such Confidential Information to its employees, agents or advisors as necessary in connection with Receiving Party's business with DISCLOSING PARTY. Receiving Party shall not use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as provided in this paragraph. Receiving Party shall use the same degree of care in safeguarding the Confidential Information as Receiving Party uses for its own confidential and proprietary information. The provisions of this Section 9 shall survive the termination of this Agreement.
- d. Receiving Party shall notify DISCLOSING PARTY immediately upon discovery of any unauthorized use or disclosure of Confidential Information and shall fully cooperate with DISCLOSING PARTY to help DISCLOSING PARTY regain possession of Confidential Information and prevent the further unauthorized use or disclosure of Confidential Information, including providing DISCLOSING PARTY with the results of Receiving Party's investigation of any breach of confidentiality's.
- e. Upon expiration or other termination of this Agreement or upon written request of DISCLOSING PARTY, Receiving Party shall turn-over to DISCLOSING PARTY all Confidential Information in Receiving Party's possession or control related to this Agreement, including all work in process, or, if so instructed by DISCLOSING PARTY, Receiving Party shall destroy all copies of such Confidential Information or materials in accordance with the written instructions of DISCLOSING PARTY.

## 9. Conflict of Interest

During the term hereof, Consultant shall at all times refrain from any act which might result in a conflict or the appearance of a conflict between self-interest, or the interests of another organization not affiliated with SAUSD, and the interests of SAUSD. Consultant acknowledges that Consultant is obligated under this Agreement to give Consultant's best efforts and undivided loyalty to the interests of SAUSD in the course of Consultant's activities, and

acknowledges that any conflicting interest or influence would make it difficult to render such best efforts and undivided loyalty.

10. Force Majeure

Consultant shall not be liable to SAUSD for any failure or delay caused by events beyond Consultant's control, including, without limitation, SAUSD's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, or technical failures.

11. Indemnification

Each party agrees to indemnify and hold harmless the other party, its officers, directors, trustees, employees and agents from all claims, liabilities and losses by whomever asserted arising out of the any breach of the indemnifying party's obligations under this Agreement or arising out of the negligent or intentional acts or omissions of the indemnifying party in the performance of this Agreement, except to the extent such claims, liabilities and losses are caused by the breach of obligation or negligent or intentional act or omission of the party seeking to be indemnified.

12. Severability

If any provision of this Agreement or part of such provision is or becomes invalid or unenforceable, then the remaining provisions hereof shall continue to be effective.

---

**Consultant:**

SCALE  
Stanford University  
Graduate School of Education  
Stanford, CA 94305, USA  
[pecheone@stanford.edu](mailto:pecheone@stanford.edu)

**SAUSD:**

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

13. Assignment

SAUSD may assign this Agreement in its entirety upon written notice to Consultant. Consultant may not assign this Agreement or any other rights or delegate any obligations of this Agreement without the prior written

agreement of SAUSD which may be withheld for any reason. Notwithstanding, Consultant may assign any net sums due or to become due under this Agreement.

14. Law to Govern

This Agreement will be governed by and construed in accordance with the substantive laws of the State of California.

15. Sole Agreement and Waiver

This Agreement contains the entire understanding between the parties concerning its subject matter and merges all related contemporary and prior memoranda, representations, understandings, requests for proposal, proposals and agreements, whether written or oral. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended unless set forth in a written instrument signed by a duly authorized signatory of each party.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement effective on the date first written above.

**SCALE**

**SAUSD**

Raymond Pecheone  
Executive Director

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

Date:

Date:

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement with Attar and Jamoo, Attorneys at Law for Period of July 1, 2015 through June 30, 2016**

**ITEM:**                   **Action**

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

**PREPARED BY:**    **Camille Boden, Executive Director, Risk Management**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with Attar and Jamoo, Attorneys at Law for Period of July 1, 2015 through June 30, 2016.

**RATIONALE:**

Consultant will provide legal counsel for litigated Workers' Compensation claims against the District including defense at the Workers' Compensation Appeals Board.

**FUNDING:**

Self-Insurance Fund 13: \$350,000  
Risk Management Budget

**RECOMMENDATION:**

Approve the consultant agreement with Attar and Jamoo, Attorneys at Law for Period of July 1, 2015 through June 30, 2016.

SP:mm

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **Attar & Jamoo, Attorneys at Law**, 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;

1. NOW, THEREFORE, the parties agree as follows:

Services to be provided by CONSULTANT: **Attar & Jamoo, Attorneys at Law, will provide legal counsel for litigated Workers’ Compensation claims against the District including defense at the Workers’ Compensation Appeals Board.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$350,000** and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

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

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

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

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

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

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

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

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

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

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

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



person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

Attar & Jamoo, Attorneys at Law  
595 Tamarack Avenue, Suite E  
Brea, CA 92821

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

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

**This AGREEMENT is entered into this 1<sup>st</sup> Day of July 2015.**

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Kal Attar

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

05/12/2015

33-1184564

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement with Education Pioneers for Period of June 15, 2015 through August 21, 2015**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Ricardo Enz, Director of Technology Innovation Services**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with Education Pioneers for the period of June 15, 2015 through August 21, 2015. Education Pioneers will provide professional consulting intended to improve organizational efficiencies, data analysis, and enhanced utilization of technology through a process analysis approach.

**RATIONALE:**

Education Pioneers will provide four (4) Graduate School Fellows, graduate students from business, law, policy, and education programs for a summer (10 weeks) Fellowship with Santa Ana Unified School District. Fellows combine their professional experiences and skills with the knowledge they have gained in graduate school to lend support to Santa Ana Unified School District. Fellows will provide the initial feasibility insight on technology projects, focus on improving processes and making staff more efficient, flexible, and capable of high-level analytics in each of the functional units.

Education Pioneers and Santa Ana Unified have partnered for the past three years with three to four Fellows each year completing projects.

**FUNDING:**

General Fund: \$48,800

**RECOMMENDATION:**

Approve the consultant agreement with Education Pioneers for the period of June 15, 2015 through August 21, 2015.

DH:lr

EDUCATION

# QUOTE INVOICE

## Education Pioneers

1625 Clay Street  
Oakland, CA 94612  
Phone 207-245-8570  
Accounting@educationpioneers.org

INVOICE #: ARI-03261  
DATE: 04/24/2015  
DUE DATE: 05/24/2015

TOTAL AMOUNT: \$48,800.00  
TOTAL DUE: \$48,800.00

**BILL TO:** Santa Ana Unified School District

**PLEASE REMIT Payment To:** Education Pioneers  
386 Fore Street, Suite 304  
Portland, ME 04101

DESCRIPTION / MEMO	AMOUNT
Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Fabio Yoshio Sato Fellow Supervisor Name: Anthony Wold	\$3,700.00
Early Bird Discount to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Fabio Yoshio Sato Fellow Supervisor Name: Anthony Wold	\$-200.00
Payroll Stipend to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Fabio Yoshio Sato Fellow Supervisor Name: Anthony Wold	\$7,200.00
Payroll Admin Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Fabio Yoshio Sato Fellow Supervisor Name: Anthony Wold	\$1,500.00
Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Sarina Zhao Fellow Supervisor Name: Anthony Wold	\$3,700.00
Early Bird Discount to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Sarina Zhao Fellow Supervisor Name: Anthony Wold	\$-200.00
Payroll Stipend to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Sarina Zhao Fellow Supervisor Name: Anthony Wold	\$7,200.00
Payroll Admin Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Sarina Zhao Fellow Supervisor Name: Anthony Wold	\$1,500.00
Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Christina Gutierrez Fellow Supervisor Name: Anthony Wold	\$3,700.00
Early Bird Discount to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Christina Gutierrez Fellow Supervisor Name: Anthony Wold	\$-200.00
Payroll Stipend to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Christina Gutierrez Fellow Supervisor Name: Anthony Wold	\$7,200.00
Payroll Admin Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Christina Gutierrez Fellow Supervisor Name: Anthony Wold	\$1,500.00
Fee to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Roque Pech Fellow Supervisor Name: Anthony Wold	\$3,700.00
Early Bird Discount to Support Education Pioneer's 2015 Summer Fellowship Program Fellow Name: Roque Pech Fellow Supervisor Name: Anthony Wold	\$-200.00

Invoice Date: 04/24/2015    Terms:    Due Date: 05/24/2015    Customer ID: C-00583

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Education Pioneers, 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: Consultant will provide up to four Graduate Fellows for a summer (10 weeks) Fellowship program, with strong analytical and communication skills for the development of operational procedure systems and focus on data analytics.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **June 15, 2015** and will diligently perform as required and complete performance by **August 21, 2015**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to his AGREEMENT at total fee not to exceed **\$48,800**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

**Santa Ana Unified School District**  
**1601 E. Chestnut Avenue**  
**Santa Ana, CA 92701**  
**714-480-4702**

CONSULTANT:

**Education Pioneers, Inc.**  
**1625 Clay Street, Ste. 300**  
**Oakland, CA 94612**  
**510-893-4347**

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

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

This AGREEMENT is entered into this 13<sup>th</sup> Day of May 2015.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Celia Alvarado

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

Executive Director – Western Region

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 12, 2015

77-0602311

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** **Approval of Consultant Agreement with iFusion Solutions, Inc., for Period of July 1, 2015 through June 30, 2016**

**ITEM:** **Action**

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

**PREPARED BY:** **Ricardo Enz, Director, Technology Innovation Services**

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

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with iFusion Solutions, Inc., for the period of July 1, 2015 through June 30, 2016. iFusion Solutions, Inc., will provide professional consulting in the design, programming, testing, and implementation of mission-critical business solutions centered on the financial and human capital.

These consultants would only be utilized until the District has created a revised job description for a Software Engineer and recruited, and hired internal staff. Until that time, the need to continue to meet mandated reporting and compliance requirements requires the District to utilize outside support to meet operational needs.

**RATIONALE:**

iFusion Solutions, Inc., will support development work related to Enterprise Resource Planning (ERP) infrastructure that can advance multiple strategic initiatives to improve organizational efficiencies, data analysis, and enhanced utilization of technology. iFusion Solutions, Inc., will provide professional consulting in the planning, prioritizing, designing, programming, testing, implementing, and deploying of mission-critical business solutions centered on the financial and human capital ERP. iFusion Solutions, Inc., will provide the Application Framework on technology projects, focus on creating custom application and integrate processes improvement to making staff more efficient, flexible, and capable of high-level analytics in each of the functional units. The development work by iFusion Solutions, Inc., will empower our organization with the right information at the right time.

iFusion Solutions, Inc., and the District have partnered for the past three years with implementations requiring a well-organized team with a broad range of skills and experience to work together in an efficient and effective manner. iFusion Solutions, Inc., provided key resources to fill gaps within our existing team with professional consulting from project managers to developers, or from functional business analysts to Applications DBAs, to successfully complete projects.

The District is currently pursuing the creation of a revised job description for Software Engineer that will be brought to the Board for approval in a subsequent meeting. This position would replace the need for outside consultants and utilize the budget that was allocated for consultants. In the short term this consultant agreement will provide support for current ongoing projects that are required for compliance and mandated reporting. The new positions, when hired would utilize this budget and the District would discontinue utilization of consultants after we onboard the new staff.

The iFusion Solutions consultants are currently working on LCAP reporting, Payroll processing projects, and enhancements and process work regarding extra pay, and stipends for District employees that cannot be completed by in-house staff. Currently the District is in process of hiring multiple staff junior programming positions that are vacant which limits the ability of existing personnel to work on expanded reporting and compliance requirements.

**FUNDING:**

General Fund: \$450,000

Current ongoing Technology Innovation Services and Business Services Budgets

This budget would be utilized for new existing staff positions once new job descriptions are approved.

**RECOMMENDATION:**

Approve the consultant agreement with iFusion Solutions, Inc., for the period of July 1, 2015 through June 30, 2016.

SP:mm

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **iFusion Solutions, 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: iFusion Solutions, Inc., will support development work related to ERP infrastructure that can advance multiple strategic initiatives to improve organizational efficiencies, data analysis, and enhanced utilization of technology, and provide:

- Professional consulting in the planning, prioritizing, designing, programming, testing, implementing, and deploying of mission-critical business solutions centered on the financial and human capital Enterprise Resource Planning (ERP).
- Application Framework on technology projects, focus on creating custom application and integrate processes improvement to making staff more efficient, flexible, and capable of high-level analytics in each of the functional units. The development work by iFusion Solutions, Inc. support will empower our organization with the right information at the right time.

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$450,000** and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

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

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

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

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

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

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

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



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

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

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No

later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

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

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

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

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

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

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

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONSULTANT:

iFusion Solutions, Inc.  
5825 Lincoln Ave., Suite D #125  
Buena Park, CA 90620

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

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

**This AGREEMENT is entered into this 1st Day of July 2015.**

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed.D.

Sumair Samala

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations, CBO

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

05/12/2015

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding for Renewal between California Partnership for Achieving Student Success Plus and Career, Technology, and Education/Regional Occupational Center**

**ITEM:**                   **Action**

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

**PREPARED BY:**    **Don Isbell, Director, CTE/ROP**

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Memorandum of Understanding (MOU) between California Partnership for Achieving Student Success (Cal-PASS) Plus and the Career, Technology, and Education/Regional Occupational Center (CTE/ROP). This renewal will be starting July 1, 2015 for the new fiscal year.

In October of 2008 the District signed an MOU with Cal-PASS to collect, analyze, and share student data in order to track performance and improve success between K-12 institutions and post-secondary institutions. Cal-PASS coordinates the process by facilitating the transfer of data from the members of educational institutions, ensuring the confidentiality of records and their consistency with the Family Educational Rights and Privacy Act (FERPA) guidelines. The MOU has been updated with Cal-PASS, which is now called Cal-PASS Plus.

**RATIONALE:**

Cal-PASS Plus reduces barriers between educational systems, transforms instructional processes, and reforms education. The California Department of Education uses data from the Cal-PASS Plus system for grant evaluation purposes. Cal-PASS Plus will provide feedback about student performance and insight into their overall level of preparation. This feedback leads to adjustments and instructional programs that promote better prepared students. In addition, high school community college faculty can identify online courses in order to better prepare students for transfer to four-year institutions.

This MOU will further the District's LCAP goal: 1.3 "Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes." It will also identify, through the data availability, the demonstrating of post-secondary persistence.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memorandum of Understanding for renewal between the California Partnership for Achieving Student Success Plus and the Career, Technology, and Education/Regional Occupational Center for the 2014-15 School Year.

DM:sz



## CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

### MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding (“MOU”), the Santa Ana Unified School District (“**Institution**”) agrees to become a member institution of the California Partnership for Achieving Student Success (“**Cal- Pass Plus**”) and to be bound by all terms and conditions of this MOU.

#### RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation (“**ERP**”) together with San Joaquin Delta College (“**SJDC**”) and the California Community Colleges Chancellor’s Office (“**CCCCO**”). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding (“**Cal-PASS Plus Members**”). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12<sup>th</sup> grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC’s) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

## **ARTICLE 1. DEFINITIONS**

As used in this Agreement, the following terms have the meanings as specified below:

“**Cal-PASS Plus Parties**” shall have the meaning assigned to such term in Section 2.

“**Cal-Pass Plus**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**Cal-PASS Plus Data**” means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to time and which data elements have been provided to Cal-PASS Plus.

“**Cal-PASS Plus Members**” shall have the meaning assigned to such term in Recital A.

“**CCCCO**” shall have the meaning assigned to such term in Recital A.

“**ERP**” shall have the meaning assigned to such term in Recital A.

“**FERPA**” shall mean the Family Education Rights and Privacy Act of 1974.

“**Institution**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU Addenda**” shall have the meaning assigned to such term in Section 2.

“**Partner Organizations**” shall mean ERP, SJDC and CCCCCO.

“**SJDC**” shall have the meaning assigned to such term in Recital A.

“**Termination Event**” shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution’s insolvency.

## **ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU**

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDC and CCCCCO (collectively, “**Cal-PASS Plus**”) share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS



Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus (“**MOU Addenda**”). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus’ ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

### **ARTICLE 3. DATA SHARING**

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

## **A. Confidentiality and Security of Data**

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with all federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.
2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.
3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.
4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.
5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.
6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.

7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

10. Institution shall ensure that any and all disclosures of Cal-PASS Plus Data comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

## **B. Method of Transfer**

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

### **C. Disposition of Data**

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

### **ARTICLE 4. INDEMNIFICATION**

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

### **ARTICLE 5. ENTIRE AGREEMENT**

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

Institution represents and warrants that:

- 1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
- 2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
- 3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
- 4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
- 5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

### **ARTICLE 7. ASSIGNMENT**

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

## **ARTICLE 8. SEVERABILITY**

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

## **ARTICLE 9. WAIVER**

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

## **ARTICLE 10. MODIFICATION AND AMENDMENTS**

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

## **ARTICLE 11. TERM**

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

## **ARTICLE 12. TERMINATION**

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing each Cal-PASS Plus Party in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

**ARTICLE 12. JOINDER OF OTHER CAL-PASS PLUS PARTIES**

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

**ARTICLE 13. EXECUTION AND DELIVERY OF MOU**

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the “Authorized Officer” represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

**Authorized Officer Signature:** \_\_\_\_\_

**Date:** May 13, 2015

**Institution Name:** Santa Ana Unified School District

**Print Name:** Stefanie P. Phillips, Ed.D., CBO

**Title:** Deputy Superintendent, Operations

**Phone:** (714) 558-5826 **Email:** Stefanie.Phillips@sausd.us

Dawn.Miller@sausd.us

**MOU Submission**

This MOU may be signed and returned through Cal-PASS Plus’ secure web portal [<https://www.calpassplus.org/CalPASS/Join/NewMou.aspx>], by e-mail to [[ken@edresults.org](mailto:ken@edresults.org)] or by US Mail addressed as follows:

Ken Sorey  
Educational Results Partnership  
Cal-PASS Plus Project Director  
2300 N Street, Suite 3  
Sacramento, CA 95816

*If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.*

{00027970.6}

## Designation of Contacts for Cal-PASS Plus

**Name of Institution/District:** Santa Ana Unified School District

**Primary Contact:** This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

**Name:** Don Isbell

**Title:** Director, CTE/ROP

**Phone Number:** (714) 241-6598

**Email Address:** Donald.Isbell@sausd.us

**Data Submission Contact:** This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

**Name:** Ricardo Enz

**Title:** Director, Technology Innovation Services

**Phone Number:** (714) 480-4702

**Email Address:** Ricardo.Enz@sausd.us

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “**District**” and **California Partnership for Achieving Student Success Plus (Cal-PASS)** 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 collect, analyze, and share student data in order to track performance and improve success between K-12 institutions and post-secondary institutions.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **07/01/15** and will diligently perform as required and complete performance by **06/30/16**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed: N/A. and per attached fee schedule: N/A. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

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

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents



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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when

received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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

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

(a) Liability for damages for (1) death or bodily injury to person. (2)

Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any persons, including the DISTRICT or its

officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

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

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become

applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

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

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

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

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

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

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

CONSULTANT:  
**Cal-PASS Plus**  
**2300 N. Street, Suite #3**  
**Sacramento, CA 95816**

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

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

This AGREEMENT is entered into this **13 Day of May, 2015**.

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Stefanie P. Phillips, E.D.,

\_\_\_\_\_  
Ken Sorey

Printed Name

Printed Name

\_\_\_\_\_  
Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Cal-PASS Plus Project Director

Title

Title

\_\_\_\_\_  
05/12/2015

\_\_\_\_\_

Board Approval Date

Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Approval of ST Math License Renewal with MIND Research Institute for 2015-16 School Year

**ITEM:** Action

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

**PREPARED BY:** Alexandra Ito, Director, Learning Innovation with Technology

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the ST Math License renewal with MIND Research Institute for the 2015-16 school year.

**RATIONALE:**

Created by MIND Research Institute, ST Math is game-based instructional software for K-12 and is designed to boost math comprehension and proficiency through visual learning. ST Math incorporates the latest research in learning and promotes mastery-based learning efficacy and mathematical understanding. In November 2014, WestEd released results of a study that measured the impact of MIND's ST Math program. This study which included Santa Ana Unified School District students, noted a 7.5% increase of students performing in the combined proficient and advance categories compared to the baseline year. MIND Research Institute's ST Math was first implemented in the District in the fall of 2000, serving elementary and various intermediate schools. The ST Math license renewal is for all elementary schools, Lathrop, MacArthur Fundamental, McFadden, Sierra Preparatory Academy, Spurgeon, and Willard intermediate schools.

**FUNDING:**

LCFF-Supplemental/Concentration: \$154,163.15

**RECOMMENDATION:**

Approve the ST Math License renewal with MIND Research Institute for the 2015-16 school year.



111 Academy Drive, Suite 100  
 Irvine, CA 92617  
 949-345-8700  
 866-569-7014  
 www.mindresearch.org

# Quote

Page 1 of 3

**Date** 4/12/2015  
**Quote #** 1416204

**Expires** 5/31/2015  
**Partnership Manager** Debora Stacker

**E-mail:**  
**Phone:**

Bill To	Ship To
ACCOUNTS PAYABLE SANTA ANA UNIFIED SCH DISTRI... 1601 E CHESTNUT AVE SANTA ANA CA 92701-6322	ACCOUNTS PAYABLE SANTA ANA UNIFIED SCH DISTRI... 1601 E CHESTNUT AVE SANTA ANA CA 92701-6322

Item	Qty	Description	Rate	Amount	Tax Rate
Annual Service/Renewal Fee - 500-700 Students	18	ST Math License Renewal for 18 Schools from Aug. 1, 205 - July 31, 2016.  ST Math Annual Service/Renewal Fee - 500-700 Student Site License:  <ul style="list-style-type: none"> <li>• Renew ST Math Gen5 Software License for unlimited computers and students at the school site + ongoing minor software updates if any</li> <li>• Startup training modules for new features, and Initial Training of new teachers and principals (included)</li> <li>• Post-Startup Training and Professional Development modules, including video and scheduled live webinars, to improve program knowledge, use and outcomes</li> <li>• Ongoing Best Practices Consulting and Personalized Support through phone, email, Skype or webinar</li> <li>• Monthly summary Progress Reports at school or district level</li> <li>• Yearly Data Meeting to review the past year and set goals for next year</li> </ul> SCHOOLS INLCUDE: ADAMS CARVER DIAMOND EDISON FRANKLIN HARVEY HENINGER HOOVER ROMERO-CRUZ SEPULVEDA WALKER WILLARD GARFIELD MONROE	3,750.00	67,500.00	

SubTotal	154,163.15
Tax	0.00

# Quote

Page 2 of 3

**Date**

4/12/2015

**Quote #**

1416204

111 Academy Drive, Suite 100  
 Irvine, CA 92617  
 949-345-8700  
 866-569-7014  
 www.mindresearch.org

Item	Qty	Description	Rate	Amount	Tax Rate
Annual Service/Renewal Fee - 700+ Students	23	REMINGTON MUIR FUNDAMENTAL THORPE HEROES  ST Math License Renewal for 23 Schools from Aug, 1, 2015 - July 31, 2016.  ST Math Annual Service/Renewal Fee - 700+ Student Site License:  <ul style="list-style-type: none"> <li>• Renew ST Math Gen5 Software License for unlimited computers and students at the school site + ongoing minor software updates if any</li> <li>• Startup training modules for new features, and Initial Training of new teachers and principals (included)</li> <li>• Post-Startup Training and Professional Development modules, including video and scheduled live webinars, to improve program knowledge, use and outcomes</li> <li>• Ongoing Best Practices Consulting and Personalized Support through phone, email, Skype or webinar</li> <li>• Monthly summary Progress Reports at school or district level</li> <li>• Yearly Data Meeting to review the past year and set goals for next year</li> </ul> SCHOOLS INCLUDED: DAVIS ESQUEDA FREMONT JACKSON KENNEDY KING LATHROP LOWELL MARTIN MCFADDEN MONTEVISTA PIO PICO ROOSEVELT SIERRA SPURGEON WASHINGTON WILSON JEFFERSON LINCOLN TAFT	3,999.00	91,977.00	

Tax	0.00
-----	------



# Quote

Page 3 of 3

**Date**

4/12/2015

**Quote #**

1416204

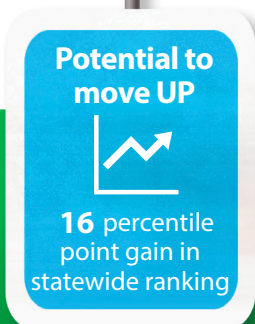
111 Academy Drive, Suite 100  
 Irvine, CA 92617  
 949-345-8700  
 866-569-7014  
 www.mindresearch.org

Item	Qty	Description	Rate	Amount	Tax Rate
Renewal - Fluency at ST Math School	14	MADISON MACARTHUR GREENVILLE (SANTIAGO CREDIT 2015/16 RENEWAL)  Renewal - Fluency at ST Math School  SCHOOLS INCLUDED: HENINGER KENNEDY MARTIN MONTE VISTA DIAMOND WILSON DAVIS EDISON ESQUEDA FREMONT GARFIELD WASHINGTON MONROE MADISON	200.00	2,800.00	
Subtotal Early Renewal Discount		5% discount applies ONLY if PO is received and invoiceable prior to May 31, 2015	-5.00%	162,277.00 -8,113.85	

	Tax	0.00
<b>Total</b>		<b>\$154,163.15</b>

# ROADMAP TO THE REPORT:

## WestEd Evaluation of MIND Research Institute's ST Math Program in California



[This study](#) looked at grade-level average California Standards Test (CST) Math scores at all schools in California having grades that used the ST Math program for the first time in 2010-11, and compared them to a matched set of other schools in the state that did not use ST Math. This roadmap points out key findings, report features and references pages from the full report for more information.

### Who was included in the study?

This Roadmap focuses on the results found at the 129 California elementary schools that fully implemented ST Math for the first time during the 2010-11 school year, meaning at least 85% of the students in that grade were enrolled in the ST Math program and on average completed at least 50% of the program. Because the intention was to evaluate the impact of ST Math at schools that were not already high-performing, the study excluded grades in the top 15% of statewide math performance. The grades using ST Math included more than 19,980 second through fifth grade students in 209 grades. The demographics were on average 72% low income, 66% Latino and 6% African American.

### What data was used?

Thanks to implementation of ST Math across all classrooms in each grade, the study used grade-average 2010 and 2011 California Standards Test (CST) Math scores and proficiency level percentages reported by the California Department of Education.

### What are the main take-aways?

The study found the proportion of students who scored either Proficient or Advanced (i.e., above the No Child Left Behind requirement) after fully implementing ST Math to be, on average, 6.38 percentage points higher than students in the comparison grades, a 0.47 effect size\* (p. 12, Exhibit 6). Additionally, the modeling predicted that grades fully implementing ST Math scored Advanced on the CST math at a rate that was, on average, 5.58 percentage points higher than in comparison grades that were not provided with ST Math. Here, ST Math's effect size was 0.40.\* In a third measurement, the impact of ST Math on scale scores was evaluated, and the effect size was 0.42,\* which means that a school at the 50th percentile statewide would move up 16 percentile points in statewide ranking after implementing ST Math for one year.

*\*These effect sizes are well beyond the federal What Works Clearinghouse (WWC) criteria of 0.25 for "substantively important" effect. Effect size is the difference between the mean values of two sets of data — one treatment and one control — and is measured in units of standard deviation. Each of these followed rigorous WWC standards for quasi-experimental match validity and met the rigorous WWC specifications for statistical significance, per the WWC Procedures and Standards Handbook, Version 3.*

**MIND** Research Institute  
A neuroscience and education social benefit organization

[mindresearch.org](http://mindresearch.org)

## Did the study look at individual grade levels?

In addition to aggregating results across all grade-levels, second through fifth, the study also looked at individual grade levels and reported out effect sizes on scale scores ranging from 0.28 to 0.56, at p-values from .001 to .068.

## How were the comparison schools chosen?

The comparison grades were randomly selected schools that had not used ST Math prior to or during the 2010-11 school year but were matched in demographics and prior math performance. Comparison schools were selected from the same districts which were using ST Math, in order ensure that they were geographically similar to the ST Math schools. Mahalanobis distance matching was used to identify comparison grades similar in math performance and demographics (p. 6), and the comparison groups' selection process meets the rigorous What Works Clearinghouse standards. (Appendix B, p.19).

## What kinds of analyses were done for the study?

This report performed Intent-to-Treat (ITT) as well as Treatment-on-Treated (ToT) analyses:

- ITT, considered a more conservative estimate of impact, looked at differences between all grades that were provided ST Math, regardless of the extent to which they implemented the program (p. 3).
- ToT analyses included only grades that implemented ST Math to a minimally adequate level of coverage of math concepts. That is, at least 85% of students in each grade used the program and covered at least 50% of the material.

Both analysis methods produced consistently favorable and significant results, with the ToT analysis showing as expected, notably higher effect sizes (p. 8, Exhibit 3; p. 12, Exhibit 6).

## What outcomes did the study examine?

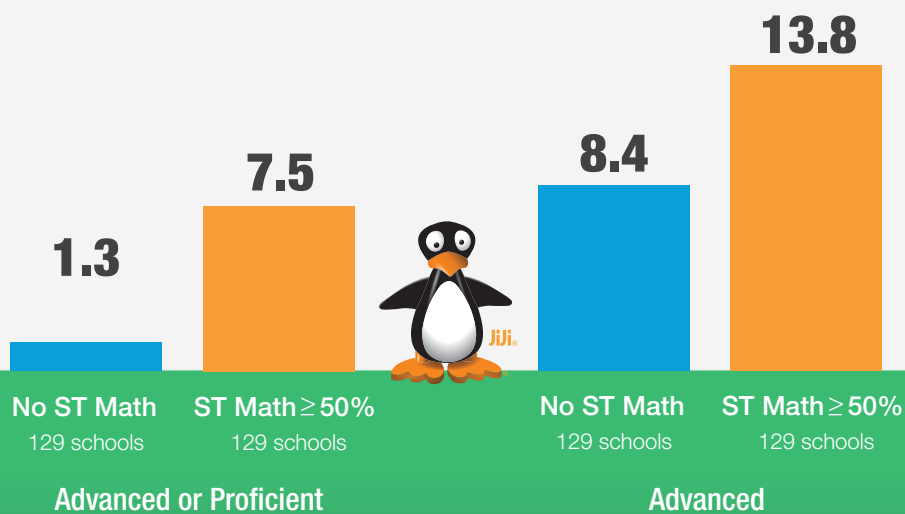
- Grade-level 2011 CST-Math mean scale scores. (0.42 effect size for grades fully implementing ST Math.)
- The proportion of students in each grade who were Advanced in math. (Effect size 0.40 for grades fully implementing ST Math; equivalent to ST Math students scoring 5.58 percentage points higher, on average, than students in comparison grades.)
- The proportion of students in each grade who were either Proficient or Advanced in math. (Effect size 0.47 for grades fully implementing ST Math; equivalent to ST Math students scoring 6.32 percentage points higher, on average, than students in comparison grades.)

The full report, titled "Evaluation of the MIND Research Institute's Spatial-Temporal Math (ST Math) Program in California" (WestEd, October 2014), can be found at <http://hubs.ly/y0hm2j0>.

### Beyond the Report -- Absolute Growth Figures

*Growth in math proficiency from baseline (2009-10) for ST Math schools compared to similar schools.*

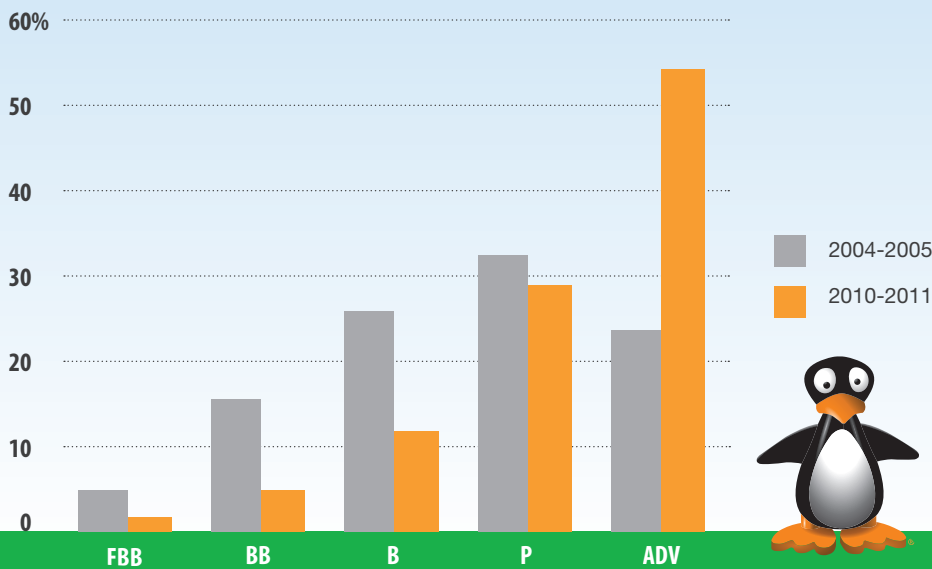
#### Increase in Percent of Students on California Standards Test



# Madison: A Study in Longitudinal Growth with ST Math

In 2000, students at Madison Elementary in Santa Ana Unified (the sixth largest district in California), scored well below the 50th percentile on the SAT-9 (now the CST). The next year, in an effort to address the learning needs of their predominantly ELL students, they became one of the first schools to adopt MIND Research Institute’s visually-based ST Math® instructional software.

## Effectiveness of ST Math at Madison Elementary



**Math proficiency increased from 25.5% to 79%.**

**The number of students scoring “Advanced” in proficiency increased significantly.**

(2nd-5th grades: increase of 39 percentile points; 4th grade: increase 49 percentile points)

**Significantly fewer students scored at the lower levels of proficiency, and practically no students scored at the lowest level of proficiency.**

(proficiency levels: “Basic, Below Basic, Far Below Basic”; 2nd-5th grades: decrease of 21 percentile points; 5th grade: decrease of 42 percentile points; 2nd-4th grades: 0% scored Far Below Basic; 5th grade: 1% scored Far Below Basic)

## MIND Research Institute

A neuroscience and education research-based non-profit corporation

www.mindresearch.net | info@mindresearch.net

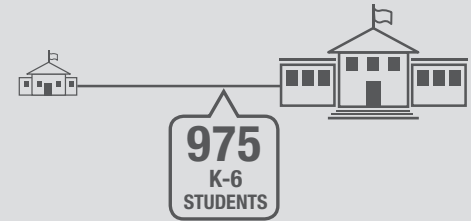
High Title I Population

High English Language Learner Population

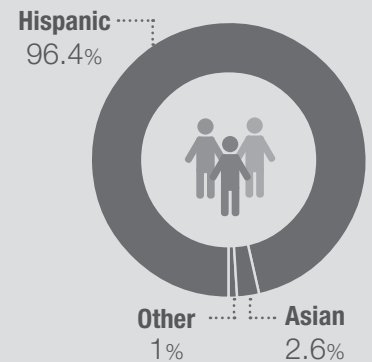
## Madison Elementary

Santa Ana Unified  
Santa Ana, California

### Statistics from 2010



### Implementation Grades



Free or Reduced Lunch 95%



English Language Learner 74.4%

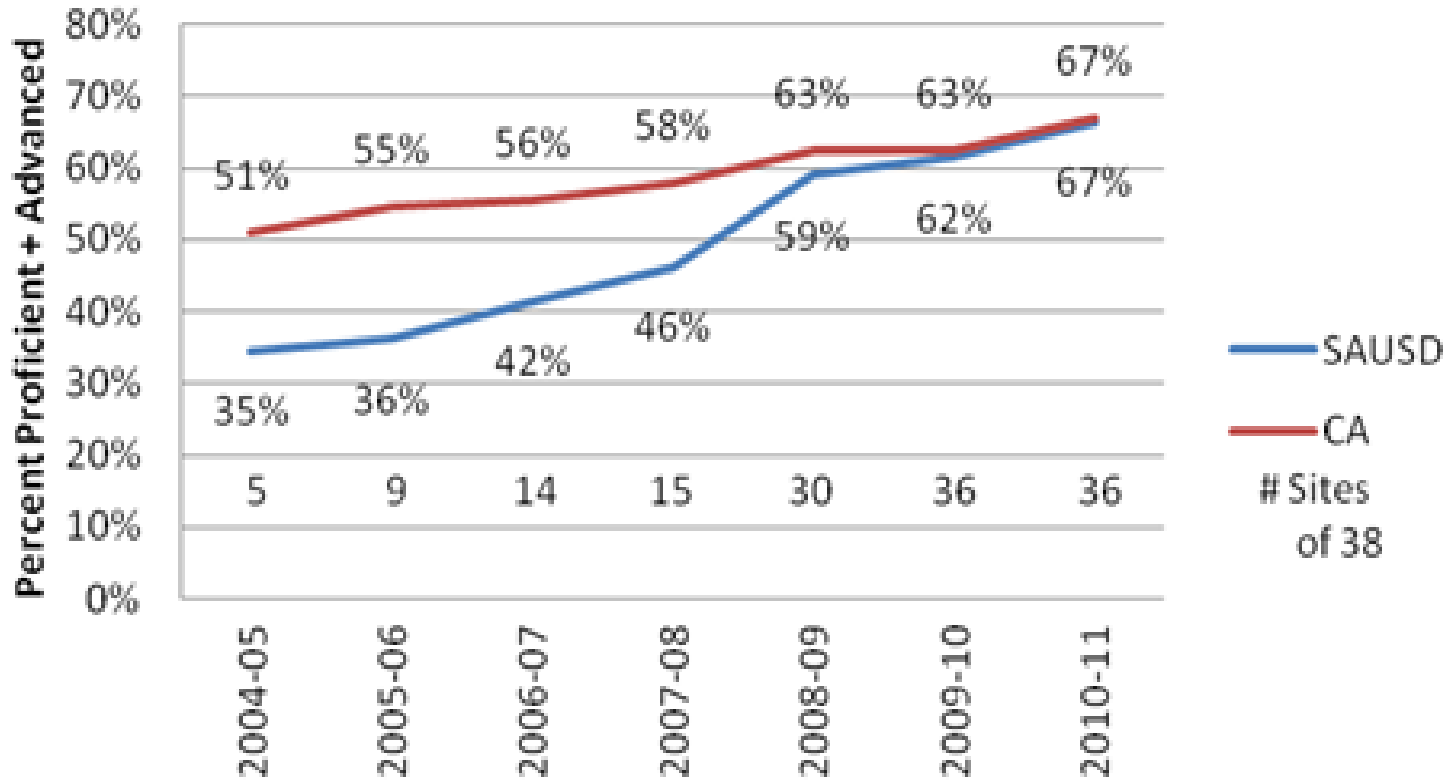


“ST Math is a central component of our school culture of success. We view it as an essential tool in teaching our students to become critical-thinkers and problem-solvers.”

-Ana Gonzalez  
Principal, Wilson Elementary

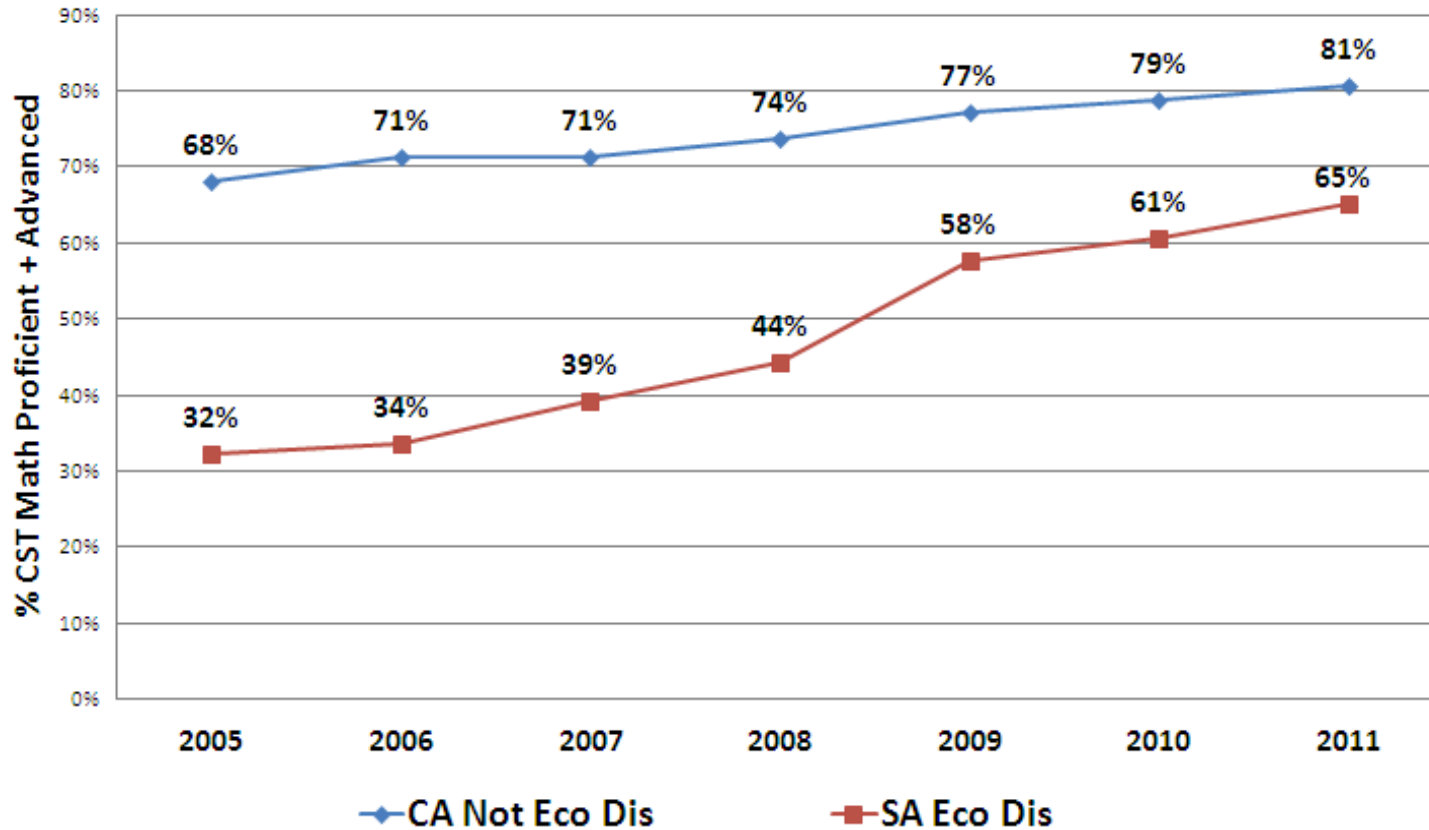
# Santa Ana Unified

## Grades 2-5 Average CST Math



# Santa Ana Unified

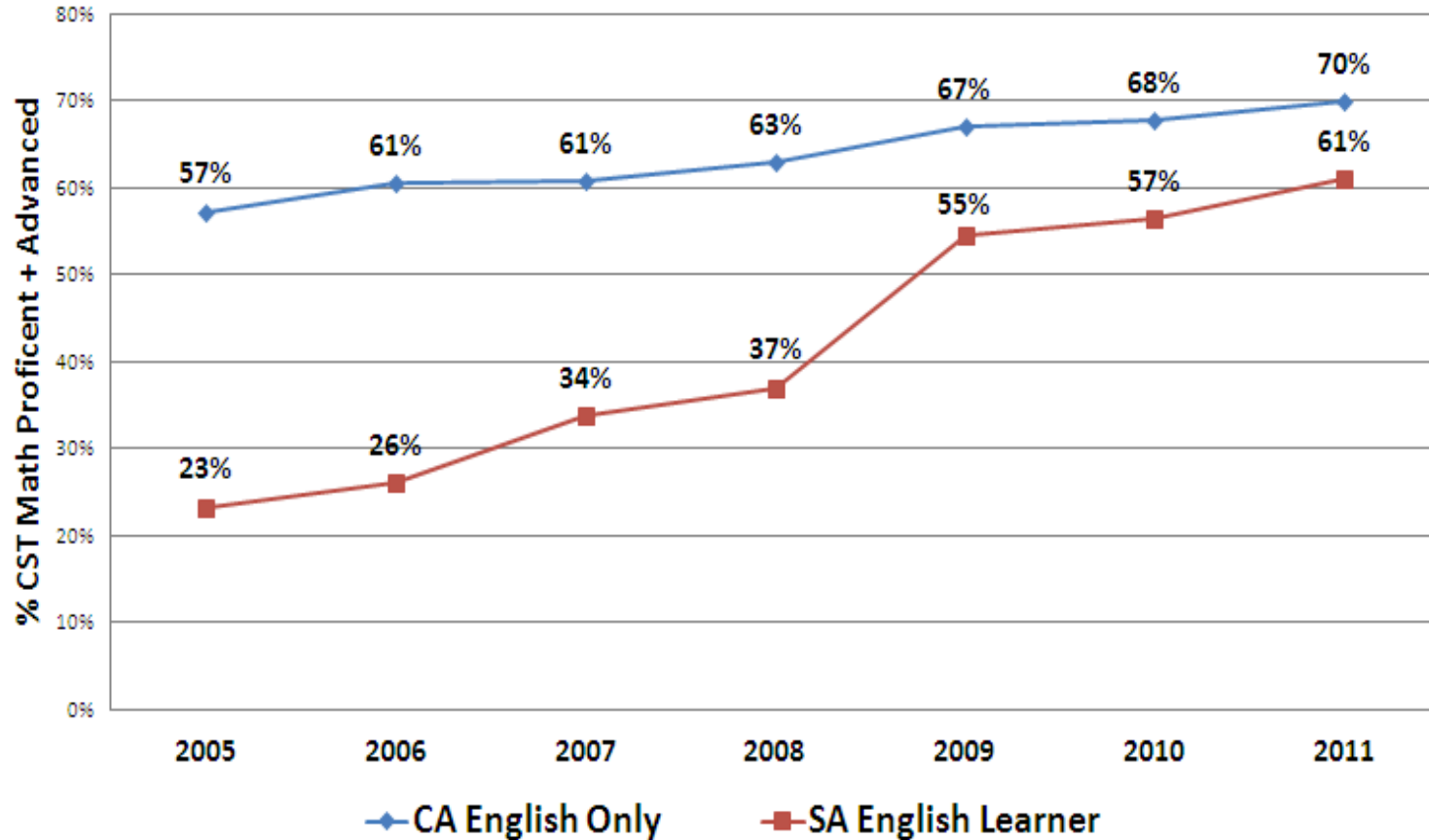
Closing the Math Achievement Gap over Economic Disadvantage



School Year	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	Total Sites in SA
#SAUSD Sites Using ST Math	5	9	14	15	30	36	36	38

# Santa Ana Unified

## Closing the Math Achievement Gap for English Learners



School Year	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	Total Sites in SA
#SAUSD Sites Using ST Math	5	9	14	15	30	36	36	38

**AGENDA ITEM BACK-UP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** **Authorization to Renew Contract for District Legal Services for Various Departments for 2015-16 Fiscal Year**

**ITEM:** **Action**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to renew the contract for District legal services for various departments for the 2015-16 fiscal year.

**RATIONALE:**

Based on the current needs of the District, the consultant will provide General Counsel related to: Collective Bargaining, Employee Discipline and Dismissal, as well as Board Policy Development, Shared Governance, The Brown Act, the Public Records Act, Board Relations and interpretation of the California Education Code, Charter Schools, Facilities, Special Education, Pupil Support Services, and other projects, on an “as needed” basis.

The list below identifies the various departments that counsel will provide services throughout the 2015-16 fiscal year, on an “as needed” basis. The 2014-15 amounts were Board approved at the June 24, 2014 Fiscal Year.

<b>Department</b>	<b>2015-16 Amount</b>	<b>2014-15 Amount</b>
Human Resources	\$900,000	\$900,000
Superintendent/Business Operations/Facilities	\$250,000	\$250,000
Pupil Support Services	\$ 10,000	\$10,000
Support Services	\$80,000	\$190,000
<b>Total:</b>	<b>\$1,240,000</b>	<b>\$1,350,000</b>

**FUNDING:**

General Fund: \$1,240,000

**RECOMMENDATION:**

Approve consulting agreement with Atkinson, Andelson, Loya, Ruud & Romo for District legal services for the 2015-16 fiscal year.



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and “**Atkinson, Andelson, Loya, Ruud & Romo**”, 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: **Legal Services.**

CONSULTANT shall perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of DISTRICT; and he or she shall be under the control of DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT 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. “The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee’s prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical

cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee (“consultant processing fee”) on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.”

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT’s employees.

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

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to

CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents

from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30)

day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy. **(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

**Atkinson, Andelson, Loya, Ruud & Romo  
12800 Center Court Drive, Suite 300  
Cerritos, CA 90703**

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

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

This AGREEMENT is entered into this **1st day of July, 2015.**

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_

Signature

By:

\_\_\_\_\_

Signature

Stefanie P. Phillips, Ed.D.

\_\_\_\_\_

Printed Name

James C. Romo

\_\_\_\_\_

Printed Name

Deputy Superintendent, Operations

\_\_\_\_\_

Title

Shareholder

\_\_\_\_\_

Title

May 12, 2015

\_\_\_\_\_

Board Approval Date

EIN: 95-3378600

\_\_\_\_\_

Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Authorization to Award Contracts for Year-Two Energy Efficient Related Projects at Franklin, Madison, Sepulveda, Walker, Wilson Elementary Schools, Lathrop Intermediate School, and Saddleback, Santa Ana, Segerstrom, and Valley High Schools**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award contracts for the year-two energy efficient related projects utilizing Proposition 39 funding at Franklin, Madison, Sepulveda, Walker, Wilson elementary schools, Lathrop Intermediate school, and Saddleback, Santa Ana, Segerstrom, and Valley high schools.

**RATIONALE:**

Legal advertisements and notice calling for bids were split in two groups. For group one projects, legal advertisements of notice calling for bids were placed with the *Orange County Register* on February 13 and 20, 2015 and March 20 and 27, 2015. On April 1 and April 15, 2015, bid days, the District received twenty bids. For group two projects, legal advertisements of notice calling for bids were placed with the Orange County Register on March 31 and April 7, 2015. On April April 17, bid day, the District received two bids. Staff is in agreement that the listed contractors represent the lowest bidders. These bid amounts are within budget.

<b>Bid Package</b>	<b>Bid Date</b>	<b>School</b>	<b>Contractor</b>	<b>Bid Amount</b>
1	4-1-15	Sepulveda Elementary	Los Angeles Air Conditioning, Inc.	\$497,000.00
1	4-1-15	Walker Elementary	Los Angeles Air Conditioning, Inc.	\$647,000.00
1	4-1-15	Wilson Elementary	Anderson Air Conditioning L.P.	\$260,137.00
1	4-15-15	Franklin Elementary	Bon Air, Inc.	\$264,000.00
1	4-15-15	Lathrop Intermediate	Anderson Air Conditioning L.P.	\$63,506.00
1	4-15-15	Madison Elementary	Anderson Air Conditioning L.P.	\$267,034.00
1	4-17-15	Saddleback, Santa Ana, Segerstrom, and Valley High	Knorr Systems, Inc.	\$75,272.37
		Total		\$2,073,949.37



**FUNDING:**

Proposition 39: \$ 2,073,949.37

**RECOMMENDATION:**

Authorize staff to award contracts to Los Angeles Air Conditioning, Inc. for Bid Package No. 1 at Sepulveda Elementary, Los Angeles Air Conditioning, Inc. for Bid Package No. 1 at Walker Elementary, Anderson Air Conditioning L.P. for Bid Package No. 1 at Wilson Elementary, Bon Air, Inc. for Bid Package No. 1 at Franklin Elementary, Anderson Air Conditioning L.P. for Bid Package No. 1 at Lathrop Intermediate, Anderson Air Conditioning L.P. for Bid Package No. 1 at Madison Elementary, Knorr Systems, Inc. for Bid Package No. 1 at Saddleback, Santa Ana, Segerstrom, and Valley high schools for a total of \$2,073,949.37 utilizing Proposition 39 funding.

<b>Preliminary Bid Results</b>	
<b>Walker Elementary - HVAC Replacement</b>	<b>Bid Date 4/1/15</b>
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Los Angeles Air Conditioning, Inc.	\$ 647,000.00
Bon Air, Inc.	\$ 672,000.00
Anderson Air Conditioning L.P.	\$ 767,546.00
Allison Mechanical, Inc.	\$ 939,400.00
<b>Wilson Elementary - HVAC Replacement</b>	
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Anderson Air Conditioning L.P.	\$ 260,137.00
Bon Air, Inc.	\$ 310,000.00
Allison Mechanical, Inc.	\$ 324,700.00
<b>Sepulveda Elementary- HVAC Replacement</b>	
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Anderson Air Conditioning - (withdrew see Attachment A)	\$ 361,676.00
Los Angeles Air Conditioning, Inc.	\$ 497,000.00
Bon Air, Inc.	\$ 498,000.00
Allison Mechanical, Inc.	\$ 552,300.00
<b>Lathrop Intermediate - HVAC Replacement</b>	<b>Bid Date 4/15/15</b>
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Anderson Air Conditioning, L.P.	\$ 63,506.00
Los Angeles Air Conditioning, Inc.	\$ 75,771.00
Bon Air, Inc.	\$ 86,000.00
<b>Franklin Elementary- HVAC Replacement</b>	
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Bon Air, Inc.	\$ 264,000.00
Anderson Air Conditioning, L.P.	\$ 289,976.00
Los Angeles Air Conditioning, Inc.	\$ 312,000.00
<b>Madison Elementary- HVAC Replacement</b>	
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Anderson Air Conditioning, L.P.	\$ 267,034.00
Los Angeles Air Conditioning, Inc.	\$ 290,000.00
Bon Air, Inc.	\$ 303,000.00
<b>Saddleback, Santa Ana, Segerstrom &amp; Valley High- Pool Pump Upgrades</b>	<b>Bid Date 4/17/15</b>
<b>Bidder Name</b>	<b>Base Bid Amount</b>
Waterline Technolgies (non-responsive see Attachment B & C)	\$ 57,971.00
Knorr Systems, Inc.	\$ 75,272.37



California License No. 894408  
B, C-10 & C-20  
Nevada License No. 0074325  
C21B

AMS AMERICA, INC., G.P.

**ANDERSON AIR CONDITIONING, L.P.**

2100 E. Walnut Avenue, Fullerton, CA 92831 (714) 888-6800 FAX: (714) 888-2697

April 7, 2015

Santa Ana Unified School District  
1601 East Chestnut Ave.  
Santa Ana, Ca. 92701-6322

Attention: Dale McCurry

Reference: Sepulveda

Mr. McCurry,

After examining our estimate for the Sepulveda School site we uncovered some large mistakes in our math for this project. We would therefore respectfully request that our bid be withdrawn from consideration for this site.

Please feel free to contact me with any questions.

Thank you!!

Mitch Haynam



SANTA ANA UNIFIED SCHOOL DISTRICT  
 1601 East Chestnut Avenue  
 Santa Ana, California 92701-6322  
 (714) 480-5355

Bid Pack: 01

POOL PUMP MOTOR UPGRADES

### BID FORM

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids ("Notice") and in the corresponding document entitled "Information for Bidders" ("Information for Bidders"), each of which was issued by the Santa Ana Unified School District ("District") in connection with the Project. This Bid Form must be submitted to the "Place of Bid Receipt" and by the "Bid Submission Deadline" specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the Information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the Information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form ("Bidder") is as follows:

Name: WATERLINE TECHNOLOGIES

Type of Entity (check one):  Corporation  
 General partnership  
 Limited partnership  
 Limited liability partnership  
 Limited liability company  
 Individual  
 Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (check one)

California  Other (specify): \_\_\_\_\_

Bidder's Street Address:

Waterline Technologies, Inc.  
620 North Santiago Street  
Santa Ana, CA 92701  
Attention: 800-464-7762-714-864-9100  
Water Treatment Chemicals and  
Equipment

Bidder's Mailing Address:

Attention:

Bidder's Telephone Number:

(714) 564-9100

Bidder's Fax Number:

(714) 564-9700

Bidder's e-mail address:

tberney@waterline.tech.com

Bidder's California State Contractor's License Number:

263844

Class of Bidder's California State Contractor's License:

C53 C61/035

Name under which Bidder does business (if different from Bidder's legal name):

WATERLINE TECHNOLOGIES

1. **Submission of Bid.** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "Agreement" (as that term is defined in the Information for Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

2. **Bid Price.** As used in this Bid Form, the Bidder's "Bid Price" is FIFTY SEVEN THOUSAND NINE HUNDRED SEVENTY ONE Dollars and 0 Cents (\$57,971.00). If the "Plans and Specifications" or other "Project Documents" (as those terms are defined in the Information for Bidders) call for a base bid and one or more additive or deductive alternate bids, then that Bid Price shall be deemed the "Base Bid" and the following bid prices shall be deemed the "Alternate Bids":

Alternate Bid No. 1 as identified at Page \_\_\_\_\_, Section \_\_\_\_\_, Item \_\_\_\_\_ of the Plans and Specifications: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_)

Alternate Bid No. 2 as identified at Page \_\_\_\_\_, Section \_\_\_\_\_, Item \_\_\_\_\_ of the Plans and Specifications: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_)

Alternate Bid No. 3 as identified at Page \_\_\_\_\_, Section \_\_\_\_\_, Item \_\_\_\_\_ of the Plans and Specifications: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_)

Alternate Bid No. 4 as identified at Page \_\_\_\_\_, Section \_\_\_\_\_, Item \_\_\_\_\_ of the Plans and Specifications: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_)

(Attach additional sheets if necessary to specify more alternate bids)

3. **Representations of Bidder in Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to the District that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

3.1 **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.

3.2 **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.

3.3 **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "Agreement" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.

3.4 **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by the District in connection with the Project which modify and are included as a part of the Project Documents:

Addendum No. 1 dated 4-8, 2015;

Addendum No. 2 dated 4-14, 2015;

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 20\_\_;

Addendum No. \_\_\_\_ dated \_\_\_\_\_, 20\_\_;

*(Attach additional sheets if necessary to describe additional Addenda issued by the District)*

4. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

5. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

6. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item::

\_\_\_\_\_ The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

\_\_\_\_\_ The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

\_\_\_\_\_ The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

7. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

7.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

7.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply

with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*).

7.3 **Noncollusion Affidavit.** The properly executed noncollusion affidavit required by Public Contract Code Section 7106 is attached.

8. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within five (5) "**Business Days**" (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- **Agreement – Section 00500,**
- **Faithful Performance Bond – Section 00610**
- **Payment Bond – Section 00611,**
- **Disabled Veterans Business Enterprise Participation Certification– Section 00416,**
- **Certificate of Insurance – Section 00435 Acord Certificate of Insurance and Underlying of Umbrella Policy**
- **Workers' Compensation Insurance Certificate – Section 00436,**
- **Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00437,**
- **Drug Free Workplace Certification – Section 00454,**
- All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "**Notice to Proceed**" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

9. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

10. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interested in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

---

---

---

*(Attach additional sheets if necessary)*



11. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Agreement, without further acknowledgement by the Bidder or the District.

12. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.

13. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

14. **Financial Information.** If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.

15. **Warranty Regarding Completion Date.** The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00500 – Agreement.

16. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead,

administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Dated: \_\_\_\_\_, 20\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)*

Name: \_\_\_\_\_  
*(Printed name here)*

Title: \_\_\_\_\_  
*(i.e., President, General Partner, etc.)*



# Santa Ana Unified School District

---

*Facilities & Governmental Relations  
Joe Dixon, Assistant Superintendent*

**Richard L. Miller, Ph.D.  
Superintendent**

## *Memorandum*

Date: April 17, 2015  
To: Todd Butcher  
From: Dale McCurry, Construction Supervisor  
Subject: Pool Pump Motor Upgrades: Non-Responsive Bid Waterline Technologies, Inc.

---

On Friday April 17, 2015, staff opened bids for the above referenced project and Waterline Technologies, Inc. was the apparent low bidder. A detailed review revealed that the bidder had failed to submit the last several pages of the Bid Form section 00410, specifically missing the signature page.

Because the signature page of the bid form was missing from a critical bid document, staff is recommending to the Board of Education that Waterline Technologies, Inc. bid be deemed non-responsive and that this project be awarded to the next lowest responsive bidder, Knorr Systems, Inc.

---

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5357

John Palacio, President • Cecilia "Ceci" Iglesias, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández J.D., Member • Rob Richardson, Member

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:** Authorization to Award Contracts for Bid Packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center Under Modernization Program Phase II

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to award contracts for Bid Packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center Modernization Phase II project.

**RATIONALE:**

Legal advertisements of notice calling for bids were placed in the *Orange County Register* on February 27 and March 6, 2015. The Construction Management, architects, and staff are in agreement that the listed contractors represent the lowest responsive bidders. This bid amount is within budget.

<b>Bid Package:</b>	<b>Contractor:</b>	<b>Description:</b>	<b>Bid Amount:</b>
1	Oceanstate Development, Inc.	Demo, Abatement, Grading, Compaction Grouting	\$293,000.00
2	K.A.R Construction, Inc.	Concrete, Reinforcement	\$347,000.00
3	Columbia Steel, Inc.	Structural Steel and Metal Fabrications	\$142,218.00
4	Rocky Coast Builders, Inc.	Rough Carpentry: Prefabricated Wood Joists, Fiber Cement Siding	\$249,838.00
6	Commercial Roofing Systems, Inc.	Roofing, Sheet Metal, Metal Panels, Roof Accessories	\$89,269.00
7	Caston, Inc.	Metal Studs, Drywall, Lath/Plaster, Ceilings, Insulation	\$115,585.00
10	AJ Fistes Corporation	Painting, Concrete Seal Hardener	\$23,955.00
13	Continental Marble and Tile Company	Ceramic Tile	\$21,908.00
14	ACH Mechanical Contractors, Inc.	HVAC, Refrigerant Piping, Test and Balance	\$81,000.00
17	Construction Electric, Inc.	Electrical and Low Voltage: Clock and Program, Integrated Communications, Intrusion Detection, Fire Detection	\$172,500.00
	Total		\$1,536,273.00

**FUNDING:**

Critically Overcrowded Schools Savings: \$1,536,273.00

**RECOMMENDATION:**

Authorize staff to award contracts for Bid Packages 1-4, 6-7, 10, 13-14, and 17 at Mitchell Child Development Center under Modernization Program Phase II.

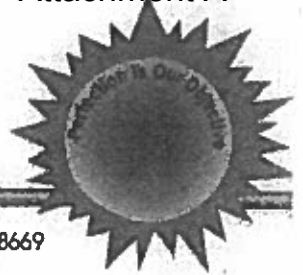
Mitchell Child Development Center (Phase 2)		
Bidder Name	Base Bid Amount	Low Bid
<b>Bid Package 1 Demo, Abatement, Grading, Compaction Grouting</b>		
Oceanstate Development, Inc.	\$ 293,000.00	\$ 293,000.00
Southern California Grading	\$ 308,983.00	
Elite Earthworks	\$ 371,000.00	
Ironclad General Engineering	\$ 398,700.00	
Crew Inc	\$ 774,430.00	
<b>Bid Package 2 Concrete, Reinforcement</b>		
K.A.R Construction, Inc.	\$ 347,000.00	\$ 347,000.00
Dalke & Sons Construction Inc	\$ 915,480.00	
<b>Bid Package 3 - Structural Steel &amp; Metal Fabrications</b>		
Columbia Steel, Inc.	\$ 142,218.00	\$ 142,218.00
SCW Contracting Corp	\$ 165,350.00	
McMahon Steel Company	\$ 1,013,375.00	
<b>Bid Package 4 - Rough Carpentry: Prefabricated Wood Joists, Fiber Cement Siding</b>		
AJ Fistes Corporation (withdrew see Attachment A)	\$ 132,878.00	\$ 249,838.00
Rocky Coast Builders	\$ 249,838.00	
Cuyamaca Construction	\$ 258,000.00	
Abdellatif Enterprises Inc	\$ 324,000.00	
<b>Bid Package 6 Roofing, Sheet Metal, Metal Panels, Roof Accessories</b>		
Commercial Roofing Systems, Inc.	\$ 89,269.00	\$ 89,269.00
Letner Roofing Company	\$ 112,000.00	
Best Contracting Services	\$ 132,730.00	
<b>Bid Package 7 Metal Studs, Drywall, Lath/Plaster, Ceilings, Insulation</b>		
Caston, Inc.	\$ 115,585.00	\$ 115,585.00
Sierra lathing Co	\$ 154,385.00	
Standard Drywall Inc	\$ 201,522.00	
AJ Fistes Corporation	\$ 210,000.00	
<b>Bid Package 10 Painting, Concrete Seal Hardener</b>		
AJ Fistes Corporation	\$ 23,955.00	\$ 23,955.00
CTG Construction	\$ 26,000.00	
Prime Painting Contractors	\$ 74,000.00	
<b>Bid Package 13: Ceramic Tile</b>		
Inland Pacific Tile (NON RESPONSIVE see Attachment B)	\$ 19,400.00	\$ 21,908.00
Continental Marble and Tile Company	\$ 21,908.00	

**Mitchell Child Development Center (Phase 2)**

<b>Bid Package 14 HVAC, Refrigerant Piping, Test and Balance</b>		
ACH Mechanical Contractors, Inc.	\$ 81,000.00	
Los Angeles Air Conditioning	\$ 84,000.00	
Air-Ex Air Conditining Inc	\$ 89,800.00	\$ 81,000.00
Couts Heating & Cooling	\$ 93,000.00	
West Tech Mechanical Inc	\$ 94,000.00	
<b>Bid Package 17 Electrical and Low Voltage: Clock and Program, Integrated Communications, Intrusion Detection, Fire Detection</b>		
Construction Electric, Inc.	\$ 172,500.00	\$ 172,500.00

**TOTAL** **\$ 1,536,273.00**

# A. J. Fistes CORPORATION



2214 Atlantic Ave. Long Beach, CA 90806

ajfistes@yahoo.com Phone: 562.424.2230 Fax: 562.988.8669

April 22, 2015

Balfour Beatty  
3001 W Harvard St  
Santa Ana, CA 92704

**Re: Bid Withdrawal for Bid Package #4 Rough Carpentry - Mitchell CDC Phase II Building G**

To Whom It May Concern,

After carefully reviewing our bid for Bid Package #4 Rough Carpentry - Mitchell CDC Phase II Building G, we found calculation errors in our bid. It is with great regret that at this time we would like to request the withdrawal of our bid. Please let me know if you have any questions or concerns.

Sincerely,

Anastasios Fistes  
President  
A.J. Fistes Corporation  
License # 729357





# Santa Ana Unified School District

---

*Facilities & Governmental Relations*  
*Joe Dixon. Assistant Superintendent*

**Richard L. Miller, Ph.D.**  
**Superintendent**

## *Memorandum*

Date: April 17, 2015  
To: Todd Butcher  
From: Albert Bolanos  
Subject: Mitchell CDC Phase II: Non-Responsive Bid Inland Pacific Tile, Inc.

---

On Friday April 17, 2015, staff opened bids for the above referenced project and Inland Pacific Tile, Inc. was the apparent low bidder for Bid Package 13, Ceramic Tile. A detailed review revealed that the bidder had failed to be prequalify prior to the bid opening, as stated in the public notice calling for bids.

Because Inland Pacific Tile, Inc. was not prequalified during time of bid, staff is recommending to the Board of Education that the bid be deemed non-responsive and that this project be awarded to the next lowest responsive bidder, Continental Marble and Tile Company.

---

1601 East Chestnut Avenue, Santa Ana, CA 92701-6322, (714) 480-5357

John Palacio, President • Cecilia "Ceci" Iglesias, Vice President  
Valerie Amezcua, Clerk • José Alfredo Hernández J.D., Member • Rob Richardson, Member

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Authorization to Reject and Rebid Bid Packages 8, 11-12, and 15-16 at Mitchell Child Development Center Under Modernization Program Phase II**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to Reject and Rebid Bid Packages 8, 11-12, and 15-16 at Mitchell Child Development Center Modernization Phase II project. See Exhibit A for explanation per bid package.

**RATIONALE:**

Legal advertisements of notice calling for bids were placed in the *Orange County Register* on February 27 and March 6, 2015. The Construction Management, architects, and staff are in agreement that bids be rejected.

<b>Bid Package:</b>	<b>Contractor:</b>	<b>Description:</b>
8	Reject and Rebid	Doors, Frames, Hardware
11	Reject and Rebid	Specialties: Markerboards, Fire Extinguishers/Cabinets, Toilet Accessories, Metal Lockers, Window Treatment, Final Clean
12	Reject and Rebid	Flooring
15	Reject and Rebid	Plumbing / Site Utilities
16	Reject and Rebid	Fire Protection Sprinkler System

**FUNDING:**

Critically Overcrowded Schools Savings: N/A

**RECOMMENDATION:**

Authorize staff to Reject and Rebid Bid Packages 8, 11-12, and 15-16 at Mitchell Child Development Center under Modernization Program Phase II.

**Authorization to Reject and Rebid Bid Packages 5, 8, 11-12, 15-16 at Mitchell Child Development Center Under Modernization Program Phase II**

**Bid Package 5, Finish Carpentry**

On bid day staff did not receive any bids for the finish carpentry. The scope of work was removed by addendum and will be combined with other trades in order to make a more competitive bidding process.

**Bid Package 8, Doors, Frames, and Hardware**

On bid day staff received only one bid for doors, frames, and hardware. After further review staff will combine the scope of work with other trades in order to make a more competitive bidding process.

**Bid Package 9, Glazing, Solar Film**

On bid day staff did not receive any bids for the glazing and solar film. The scope of work will be combined with other trades in order to make a more competitive bidding process.

**Bid Package 11, Specialties**

Staff is requesting to reject and rebid. This scope of work will be value engineered and rebid with anticipated project savings.

**Bid Package 12, Flooring**

On bid day staff received only one bid for flooring. After further review staff will combine the scope of work with other trades in order to make a more competitive bidding process.

**Bid Package 15, Plumbing**

Staff is requesting to reject and rebid. This scope of work will be value engineered and rebid with anticipated project savings.

**Bid Package 16, Doors, Frames, and Hardware**

On bid day staff received only one bid for fire protection sprinkler system. After further review staff will combine the scope of work with other trades in order to make a more competitive bidding process.

<b>Mitchell Child Development Center (Phase 2)</b>	
<b>Bidder Name</b>	<b>Base Bid Amount</b>
<b>Bid Package 5 - Finish Carpentry- REMOVED BY ADDENDA</b>	
(admin casework)	\$ -
<b>Bid Package 8 Doors, Frames, Hardware-REJECT AND REBID</b>	
Inland Building Construction Companies	\$ 59,400.00
<b>Bid Package 9 Glazing, Solar Film- NO BIDS RECEIVED</b>	
None	\$ -
<b>Bid Package 11 Specialties: Markerboards, Fire Extinguishers/cabinets, Toilet Accessories, Metal Lockers, Window Treatment, Final Clean -REJECT AND REBID</b>	
AJ Fistes Corporation	\$ 302,500.00
Inland Building Construction Companies	\$ 346,500.00
<b>Bid Package 12 - Flooring -REJECT AND REBID</b>	
Floor Tech America	\$ 122,632.00
<b>Bid Package 15 Plumbing / Site Utilities-REJECT AND REBID</b>	
Empyrean Plumbing	\$ 172,485.00
Interpipe Contracting	\$ 178,525.00
Vernes Plumbing	\$ 381,900.00
<b>Bid Package 16 Fire Protection Sprinkler System-REJECT AND REBID</b>	
First Responder Fire Protection	\$ 36,399.00

**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Substitute Subcontractor for Bid Package 17.1 New Construction of Stadium Bleachers, Lighting, and Restroom Building at Century High School Utilizing an Alternative Delivery Method Under Overcrowding Relief Grant Program**

**ITEM:**                   **Action**

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

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

---

---

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to substitute the subcontractor for Bid Package 17.1 New Construction of Stadium Bleachers, Lighting, and Restroom Building- site work and demolition at Century High 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 February 10, 2015 meeting, the Board awarded a contract for Bid Package 17.1 New Construction of Stadium Bleachers, Lighting, and Restroom Building at Century High to Erickson-Hall Construction utilizing an alternative delivery method. Erickson-Hall Construction has requested the substitution from Elite Earthworks & Engineering to AMPCO Contracting, Inc. as the site work and demolition subcontractor due to the failure of Elite Earthworks & Engineering 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 AMPCO Contracting, Inc. as the substitute subcontractor for Bid Package No. 17.1 New Construction of Stadium Bleachers, Lighting, and Restroom Building– site work and demolition at Century High School under the Overcrowding Relief Grant Program.



April 24, 2015

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

Re: Erickson-Hall Construction Co.  
Job # 3506  
Century HS Bleachers  
1401 S. Grand Ave.  
Santa Ana, CA 92705

Mr. Schmautz,

Erickson Hall Construction Company (EHCC) has been advised by Elite Earthwork & Engineering (Elite) that the District's desired project phasing for the above referenced project was not part of the bid day documents made available at time of bid, therefore they could not perform the site work and demolition as described in the contract documents at the submitted and agreed upon bid price.

Accordingly, EHCC, at no additional cost to the District, respectively requests the use of a substitute contractor, Ampco Contracting, Inc. who shall perform said scope of work within all time frames and requirements as needed.

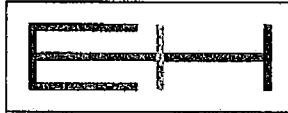
Please see attached Elite Release letter and Ampco bid as substantiating documentation.

Thank you,

A handwritten signature in blue ink, appearing to read 'Robert Jole', is written over a large, light blue circular scribble.

**Robert Jole**  
Project Manager  
**Erickson-Hall Construction Co.**

RJ/kt  
cc: Jobsite



Erickson-Hall Construction

March 31, 2015

Elite Earthworks & Engineering  
19907 Temescal Canyon Road  
Corona, CA 92881

Re: EHCC Project #3506  
Century High School Bleachers, Sports Lighting & Restroom Building  
1401 South Grand Ave.  
Santa Ana, CA 92705

Erickson-Hall Construction Co. (EHCC) has been advised by Elite Earthworks & Engineering (Elite) that the District's desired project phasing for above referenced project was not part of the bid day documents made available at time of bid. EHCC issued Elite Earthworks & Engineering Subcontract #3506-04 in the amount of \$163,844.00 which includes requirements to perform the demolition and earthwork per the District's desired project phasing.

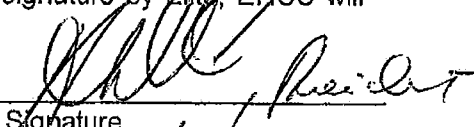

Elite has analyzed the District's phasing and has advised that they are unable to perform the phasing at the bid day price and therefore is unwilling to sign the subcontract agreement as issued. Elite has indicated in discussions, that based upon our two firms favorable past working relationship, if requested Elite will release the project back to EHCC and EHCC will re-procure the demolition and earthwork from a another subcontractor.

Please sign below confirming that Elite Earthworks & Engineering agrees to release the project back to Erickson-Hall Construction Co. Following signature by Elite, EHCC will immediately rescind subcontract #3506-04.

Sincerely,

Nathan Complin  
Construction Manager

NC/lms  
cc: Jobsite  
Accounting  
SAUSD

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name  
03/31/15  
\_\_\_\_\_  
Date



**AGENDA ITEM BACKUP SHEET**  
**May 12, 2015**

**Board Meeting**

**TITLE:**                   **Approve or Deny Charter Petition for Proposed Irvine/Newport Development Area Charter School and if Approved Adopt Resolution No. 14/15-3058 Implementing that Action**

**ITEM:**                   **Action**

**SUBMITTED BY:** **David Haglund, Ed.D., Deputy Superintendent, Educational Services**  
**Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations**

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

**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 47605, the Board of Education is required to approve or deny a charter petition that is submitted to it proposing to establish a charter school within the geographic boundaries of the Santa Ana Unified School District. The purpose of this agenda item is for the Board to take action on the charter petition (“Charter Petition”) submitted for the establishment of the proposed Irvine/Newport Development Area Charter School (“Charter School”), and, if the Board approves the Charter Petition to adopt Resolution No. 14/15-3058 implementing that action.

**RATIONALE:**

The Charter proposes the establishment of the dependent charter school with an operational Advisory Board, which will work with the District Administration and operate under the oversight of the District’s Governing Board. Because of the dependent nature of the Charter School and the close operational and governing relationship between the Charter School and the District, including the District Administration and Governing Board, this Charter does not require the same level of detail and specificity as the District would require of an independent charter school seeking District approval and oversight.

The Santa Ana Unified School District has fully considered and evaluated the Charter Petition submitted for the establishment of the Charter School including information related to the operation and potential effects of the school. The review and analysis of the Charter Petition for the proposed Charter School demonstrates that approval of the Charter would be consistent with sound educational practice.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3058 – Approving the Charter School Petition for the Irvine/Newport Development Area Charter School for a term from May 13, 2015 through June 30, 2018.

DH:lr

1 RESOLUTION NO. 14/15-3058

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 Approving Charter School Petition for

7 Irvine/Newport Development Area Charter School

8  
9 WHEREAS, pursuant to Education Code Section 47605 *et seq.*, the Governing  
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is  
11 required to review and authorize creation of charter schools; and

12  
13 WHEREAS, in accordance with the Charter Schools Act of 1992, a Charter (the  
14 "Charter") proposing a Charter School for the Irvine/Newport Development Area  
15 ("INDA" and/or "Charter School") as a dependent charter school of the SAUSD, was  
16 brought to the District Governing Board meeting of October 8, 2013, at which time  
17 it was received by the District Governing Board, thereby commencing the timelines  
18 for District Governing Board action thereon; and

19  
20 WHEREAS, The Santa Ana Unified School District desires to serve the students  
21 and parents of the District by providing the option of dependent charter school.  
22 INDA is proposed as a dependent charter school with an operational Advisory Board,  
23 which will work with the District Administration and operate under the oversight of  
24 the District Governing Board; and

25  
26 WHEREAS, a public hearing on the provisions of the Charter was conducted on  
27 October 22, 2013, pursuant to Education Code Section 47605, at which time the  
28 District Board considered the level of support for this Charter by teachers  
29 employed by the District, other employees of the District, and parents; and

30  
31 WHEREAS, in reviewing the Charter, the Governing Board has been cognizant of  
32 the intent of the Legislature that charter schools are and should become an  
33 integral part of the California educational system and that establishment of  
34 charter schools should be encouraged; and

35  
36 WHEREAS, District staff and legal counsel have developed, reviewed and  
37 analyzed all of the information received with respect to the Charter, including  
38 information related to the operation and potential effects of the school; and

39           **WHEREAS**, in reviewing and analyzing the Charter, District staff noted some  
40 issues and concerns and determined that certain changes and revisions to the  
41 Charter Petition were necessary in order to support the request for approval and  
42 those issues have been resolved through implementation of the necessary changes,  
43 additions, and revisions into the Charter; and  
44

45           **WHEREAS**, approval is now sought for the Charter School as revised and it is  
46 that revised version of the Charter Petition that the District Governing Board is  
47 considering and acting upon through adoption of this Resolution No. 13/14-2987; and  
48

49           **WHEREAS**, because of the dependent nature of the Charter School and the close  
50 operational and governing relationship between the Charter School and the District,  
51 including the District's Administration and Governing Board, the Charter does not  
52 require the same level of detail and specificity as the District would require of  
53 an independent charter school seeking District Governing Board approval and  
54 oversight; and  
55

56           **WHEREAS**, having fully considered the revised Charter and all of the  
57 information received with respect to the Charter, District staff made a  
58 recommendation to the District Governing Board that the Charter be approved based  
59 on that review; and  
60

61           **WHEREAS**, the Governing Board has fully considered the revised Charter and the  
62 recommendation provided by District staff;  
63

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

- 65
- 66 I. That the Governing Board of SAUSD finds the above-listed recitals to be true  
67 and correct and incorporates them herein by this reference.  
68
  - 69 II. That the Governing Board of the Santa Ana Unified School District, having  
70 fully considered and evaluated the Charter for the establishment of the  
71 Irvine/Newport Development Area Charter School, hereby approves the Charter  
72 for a term, from May 13, 2015 through and including June 30, 2018.  
73  
74  
75  
76

77 The foregoing resolution was considered, passed, and adopted by this Board at  
78 its regular meeting of May 12, 2015.

79  
80 By: \_\_\_\_\_

81 John Palacio.  
82 President of the Board of Education  
83 Santa Ana Unified School District  
84

85 Attest:

86  
87 \_\_\_\_\_  
88 Valerie Amezcua  
89 Clerk of the Board of Education  
90 Santa Ana Unified School District  
91

92 STATE OF CALIFORNIA )  
93 )ss  
94 ORANGE COUNTY )  
95  
96  
97

98 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified  
99 School District of Orange County, hereby certify that the foregoing is a true and  
100 correct copy of Resolution No. 14/15-3058, which was duly adopted by said Board at  
101 a regular meeting thereof held on the 12<sup>nd</sup> day of May, 2015, and that it was so  
102 adopted by the following vote:

103  
104 AYES:  
105 NOES:  
106 ABSENT:  
107 ABSTENTIONS:  
108

109 By \_\_\_\_\_

110 Valerie Amezcua  
111 Clerk of the Board of Education  
112 Santa Ana Unified School District  
113  
114

2013

# INDA Charter School

*Charter School Petition*

**Presented to:**

Santa Ana Unified School District  
Board of Education

October 2013



This page was intentionally left blank.

# TABLE OF CONTENTS

AFFIRMATIONS/ASSURANCES | 9

INTRODUCTION | 10

A. The Need..... 10  
 B. Vision..... 11  
 C. Mission..... 11

ELEMENT ONE | EDUCATIONAL PROGRAM | 13

A. Mission..... 13  
 B. Educational Philosophy..... 14

*An Educated Person in the 21<sup>st</sup> Century*  
*How Learning Best Occurs*  
*STEM Emphasis in Curriculum*  
*Technology Integrated Education*  
*Field Trips and Guest Speakers*  
*Peer Assisted Reading (PALS)*

C. Students To Be Served..... 17

*Table 1: Sample Student Populations*  
*Priority Enrollment*  
*Student Projection*  
*Table 2: Conservative Enrollment Projections*  
*Table 3: Aggressive Enrollment Projections*

D. Curriculum and Instructional Design ..... 20

*Exhibit 1: SAUSD’s Theoretical Framework for Common Core Implementation*  
*Literacy*  
*Mathematics*  
*Computer Science*  
*Textbooks & Instructional Materials*  
*Small School Environment*  
*Culture of High Expectations*  
*Sample Instructional Calendar and Bell Schedule*  
*Table 4: Sample Elementary Bell Schedule*  
*Table 5: Sample Intermediate Bell Schedule*  
*Exhibit 2: Sample Academic School Calendar*

E. Plan for Academically Low Achieving Students ..... 30

F. Plan for Academically High Achieving Students..... 31



G. Plan for English Learners..... 32

*Home Language Survey*  
*CELDT Testing*  
*Reclassification Procedures*  
*Strategies for English Learners*

H. Plan for Socio-Economically Disadvantaged Students..... 33

I. Plan for Special Education..... 34

*Interim and Initial Placements of New Charter School Students*  
*Referral for Assessment*  
*Assessment*  
*Development and Implementation of IEP*

**ELEMENT TWO & THREE | MEASURABLE STUDENT OUTCOMES & PUPIL PROGRESS MEASUREMENT METHOD | 41**

A. Approach to Assessment and Data..... 41

*Data Analysis and Data-Driven Instruction*  
*Reporting of Data*  
*Communication of Data with Students and Families*  
*Student Achievement Goals*  
*Table 6: Measurable Student Outcome Goals and Assessment Tools*  
*Table 7: Representative Measurable Student Outcomes and Assessment Tools in Core Academic Areas*  
*Table 8: Representative Measurable Outcomes and Assessment Tools for Interpersonal Skills*

B. Statewide Assessments..... 45

C. Grading and Promotion..... 46

*Grading Policy*  
*Table 9: Grading Policy*  
*ELD Grades*  
*Report Cards*  
*Elementary School Grade Promotion*  
*Intermediate School Grade Promotion*

**ELEMENT FOUR | GOVERNANCE | 49**

A. Governance of the School Structure..... 49

*Exhibit 3: Organizational Chart*

B. School Leadership..... 50

C. Parental Involvement..... 50

D. Grievance Procedure for Parents & Students..... 50

**ELEMENT FIVE | EMPLOYEE QUALIFICATIONS | 52**

*Equal Opportunity Employer*

A. Qualifications, Conditions & Benefits..... 52

*Credentials*  
*Employee Records & Background Checks*  
*Employee Welfare and Safety*

B. Recruitment & Selection..... 53

*Teacher Recruitment*  
*Staff Selection*  
*General Qualifications*  
*Job Descriptions for Key Personnel*  
*Staff Compensation and Benefits*  
*Staff Evaluation*

**ELEMENT SIX | HEALTH AND SAFETY | 61**

A. Site Safety..... 61

*Building Code*  
*Asbestos Management*  
*Drug Free • Alcohol Free • Smoke Free Environment*  
*Workplace Safety*

B. Staff & Student Safety Measures..... 62

*Criminal Background Checks*  
*Comprehensive Sexual Harassment Policies and Procedures*  
*Child Abuse Reporting*

C. Medical Plans..... 63

*Immunizations & Tuberculosis Testing*  
*Prescription Medications*  
*Vision, Hearing & Scoliosis Testing*  
*Diabetes*  
*Blood Borne Pathogens*

D. Emergency Plans..... 64

*Emergency Situations*  
*Fire Drills*  
*Earthquake and Other Disaster Drills*  
*Bomb Threats*  
*Evacuation Plan*

E. Additional..... 66

*Indemnification*  
*Insurance*  
*Auxiliary Services*

ELEMENT SEVEN | **RACIAL & ETHNIC BALANCE** | 68

ELEMENT EIGHT | **ADMISSION REQUIREMENT** | 69

*Legal Assurances*

*McKinney-Vento Homeless Assistance Act*

*Priority Enrollment*

ELEMENT NINE | **ANNUAL FINANCIAL AUDITS** | 71

*Financial Reports*

ELEMENT TEN | **SUSPENSION & EXPULSION** | 73

*Progressive Positive Discipline*

*Enumerated Offenses*

*Suspension Procedure*

*Expulsion Procedure*

*Special Procedures for Expulsion & Hearings*

*Records & Litigation*

*Further Assurances*

ELEMENT ELEVEN | **RETIREMENT PROGRAMS** | 83

*Mandatory Benefits*

*Health Benefits*

*Work Schedule*

*Retirement*

ELEMENT TWELVE | **PUBLIC SCHOOL ATTENDANCE ALTERNATIVES** | 85

ELEMENT THIRTEEN | **EMPLOYEE RIGHTS & RESPONSIBILITIES** | 86

ELEMENT FOURTEEN | **DISPUTE RESOLUTION** | 87

*Dispute-Resolution*

*Internal Disputes*

*Disputes Between the Charter School and SAUSD*

ELEMENT FIFTEEN | **EXCLUSIVE PUBLIC SCHOOL EMPLOYER** | 90

ELEMENT SIXTEEN | **SCHOOL CLOSURE** | 91

*Charter Renewal*

*Revocation*

*Closure Action*

*Closure Procedures*

ELEMENT SEVENTEEN | **PROPOSED BUDGET & CASH FLOW** | 96

ELEMENT EIGHTEEN | **FACILITIES** | 99

*Site Description*

*Design*

*Exhibit 4: Planned Development*

*Exhibit 5: Regional Map*

*Exhibit 6: Local Map*

*Exhibit 7: Net Usable Acreage*

*Exhibit 8: Site Photographs*

*Exhibit 9: Site Plan*

*Land Acquisition and Construction*

*Sustainability and Sensitivity to Adjacent Natural Habitat*

*Charter Implementation*

*Exhibit 10: Charter Implementation Timeline*

ELEMENT NINETEEN | **REQUIRED SIGNATURES** | 107

# APPENDIX

APPENDIX A | COLLECTIVE BARGAINING AGREEMENT | 109

## AFFIRMATIONS / ASSURANCES

The Charter will comply with California Education Code § 47605(d) and all other applicable federal, state and local laws and regulations, including, but not limited to, ensuring that the school shall:

- Be nonsectarian in its programs, admission policies, employment practices and all other operations.
- Not charge tuition.
- Not discriminate against any student on the basis of disability, gender, nationality, race, color or ethnicity, religion, sexual orientation, home language or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.
- Admit all pupils who wish to attend the school. Cal. Education Code § 47605(d)(2)(A).
- Determine admission by a public random drawing, if the number of pupils who wish to attend the school exceeds the school capacity, with a lottery exemption for existing pupils of the charter school, siblings of enrolled students, and children of staff and founding parents (not to exceed 10%). Cal. Education Code § 47605(d)(2)(B). Preference shall be given to pupils who reside in the Santa Ana Unified School District, or other preferences permitted by the charter authority that are consistent with the law.
- In accordance with Education Code § 47605(d)(3), if a pupil is expelled or leaves the charter school without graduation or completing the school year for any reason, the school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.
- Be deemed the exclusive public employer of the employees of the school for purposes of the Educational Employment Relations Act.
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004. Meet all statewide standards and conduct the student assessments required, pursuant to Education Code §§ 60605 and 60851, and any other statewide standards authorized in statute, or assessments application to students in non-charter public schools. Comply in a timely fashion with all reporting requirements, including enrollment, attendance (ADA), standardized testing, and other data and information required.
- Ensure that teachers at the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold under NCLB and other applicable laws. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.
- Comply with the terms of Education Code § 47611 (STRS).
- Maintain all necessary and appropriate insurance coverage at all times.
- Comply with all applicable laws and regulations relating to charter school facilities.
- Agree to standard District requirements and processes regarding supervisory oversight, funding and services for special education students, inspection and audit requirements as aligned to applicable laws.
- Comply with the Brown Act, nonprofit integrity standards, and applicable federal and state laws regarding ethics and conflicts of interest.
- Be solely responsible for the debts and obligations of the charter school.

Joe Dixon, Assistant Superintendent

October 8, 2013

## INTRODUCTION

The Santa Ana Unified School District (“SAUSD” and/or “District”) acting through its Governing Board and administration desires to serve the students and parents of the District by providing the option of a dependent charter school and is pleased to submit this petition to establish and open the Irvine/Newport Development Area Charter School (“the Charter School”) in the fall of 2017. This Charter proposes the establishment of a dependent charter school with an operational Advisory Board, which will make recommendations to the District Administration and District Governing Board. Because of the dependent nature of the Charter School and the close operational and governing relationship between the Charter School and the District, including the District’s administration and Governing Board, this Charter does not require the same level of detail and specificity as the District would require of an independent charter school seeking District approval and oversight.

The proposed Charter School will serve kindergarten through eighth grade (K-8) with a specialized educational program focused on engaging, challenging Common Core-based curriculum designed to improve students’ skills in science, technology, engineering, and mathematics (STEM). The educational program will be unique not only to the SAUSD, but to Orange County, in that it is based on a high-tech, project-based, STEM curriculum emphasizing college and career readiness at the elementary and intermediate level.

In today’s ever-changing technological society, it is critical that students have the skills needed to compete in a global economy. The Charter School believes it is not too early to reinforce the importance of science and career readiness at the elementary and intermediate school level. Without this preparation, by high school, students often lack the academic foundation and confidence in math and science and overlook the potential as an exciting, lucrative career. The K-8 Charter School is a natural progression to the high school level to graduate scientific thinkers with critical thinking skills who will be successful in their adult lives. In order to fulfill our mission, it is essential to start at the elementary level engaging students with hands-on, technology-based learning that will inspire students to pursue STEM-related careers.

### *General Charter School Information*

The contact person for the Charter School is Joe Dixon, Assistant Superintendent.
The grade configuration is kindergarten through 8 <sup>th</sup> at full enrollment.
The grade level(s) of the students the first year of the charter term will be kindergarten through 6 <sup>th</sup> .
The number of students in the first year (2017/18) of the charter term will be 240. The Charter School will evolve into a K-8 school over three years.
The scheduled opening date of the Charter School is August 2017.
The enrollment capacity is 600 students.
The instructional calendar will be traditional.

### **A. THE NEED**

The Charter School would fulfill two needs of the SAUSD: 1) the school would serve an area of the District that is not currently served by SAUSD facilities; and 2) the school would provide an educational program that is unique to SAUSD and Orange County.

#### *Facilities*

The SAUSD’s boundary includes the area south of the John Wayne Airport within the cities of Irvine and Newport Beach (See Exhibit 5 in Element 18 - Facilities). This Irvine/Newport development area (INDA) has experienced rapid development in the last ten years, and is planned to continue to develop over the next ten years.

The INDA, which was originally developed as a commercial and industrial center, has experienced market forces and development pressures encouraging a rapid transition into a more urban mixed-use center. In 2004, the number of building permits for residential units increased dramatically in the INDA. Based on past and planned development, residential development could reach 10,000 units within SAUSD boundaries in the next five to ten years. This increase in residential units and evolution to a mixed-use environment warrants the need for school facilities in the area. The closest existing non-fundamental SAUSD schools (Taft Elementary, McFadden Intermediate, and Saddleback High) are approximately 3, 6, and 4 driving miles from the INDA, respectively.

Our school will be strategically located in the INDA and be more accessible for students to reach compared to any existing public schools nearby. In addition, there is a strong demand in the SAUSD for schools with advanced curriculum options. The District's fundamental schools have a waiting list to enroll. Our charter will provide youths in Santa Ana another viable option to experience a rigorous and demanding education.

### ***STEM Curriculum***

The commercial/industrial component of the INDA provides a unique opportunity and atmosphere to place a high-tech, STEM-focused school. A specialty school in the INDA has the potential to partner with the local science and technology-based businesses to immerse students in high-quality science instruction based on the Next Generation Science Standards, provide project-based learning, and incorporate internship and leadership programs, in order to prepare students with the kinds of skills needed to compete in a global economy.

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. With increasing global competition, Orange County and SAUSD must keep a competitive edge in the STEM disciplines. The Charter School aligns with this concept, and the District's goal to prepare students for success in college, career, and society.

The number of Latino students pursuing STEM careers has historically been low. A notable cause of this is that Latino students have inadequate exposure to STEM curriculum. In California, where Latinos represent the fastest growing and soon to be the largest segment of the population, it is important to provide educational programs that engage and prepare Santa Ana students to choose career paths in STEM. The Charter School plans to offer the District a unique educational program that accomplishes this goal.

### **B. VISION**

The Charter School has the same vision as the SAUSD: *We will work collaboratively and comprehensively with staff, parents, and the community to strengthen a learning environment focused on raising the achievement of all students and preparing them for success in college and career.*

### **C. MISSION**

The Charter School has the same mission as the SAUSD: *We assure well-rounded learning experiences, which prepare our students for success in college and career. We engage, inspire, and challenge all of our students to become productive citizens, ethical leaders, and positive contributors to our community, country, and a global society.*

The Charter School's main objective is to provide a unique STEM-focused educational program to an under-served geographical area of the District. The educational program goals are as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging curriculum designed to improve students' skills in STEM areas that will be based on Common Core State Standards and Next Generation Science Standards
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers



- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Infuse goal-oriented collaboration with daily instruction to optimize learning and support English Learners
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

In alignment with the SAUSD's mission statement, the Charter School aims to graduate students with the following characteristics and values:

- Socially-responsible global citizens who embrace and value cultural diversity and contribute to the improvement of their community
- Critical thinkers that effectively utilize technology in their daily lives
- Motivated and follow an academic plan with an aspiration to follow a STEM career path
- Health conscious and understand the importance of nutrition and physical health on daily life
- Environmentally conscious and understand the importance of sustainability for the global future
- Great communicators who are skilled in sharing their thoughts, questions, ideas and solutions
- Creative problems solvers who try and develop new approaches to get things done

## ELEMENT ONE | EDUCATIONAL PROGRAM

**Governing Law:** A description of the educational program of the school, designed, among other things, to identify pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. *Education Code Section 47605(b)(5)(A)(i)*.

### A. MISSION

Our K-8 grade school will give students a world class education that will prepare them for success in high school, college, life, and a future career involving science, technology, engineering, and mathematics (STEM). To achieve this ambitious goal, all leadership decisions are executed to best support the mission and school staff with an unwavering commitment to the mission's success. Furthermore, we will work with students and their families to develop a community that fully supports every child's desire to attend and prepare for high school and college graduation. To lead students to reach their full academic potential, the Charter School will provide a unique, engaging STEM-focused curriculum with specific educational program goals as follows:

- Provide a safe, nurturing, small-school academic environment that cultivates respect for oneself and others
- Offer engaging, challenging Common Core-based curriculum designed to improve students' skills in STEM areas
- Provide a college and career preparatory program that inspires students to pursue STEM-related careers
- Provide high-tech, project-based curriculum that will engage and inspire students, thereby achieving optimal attendance rates and reducing dropout rates
- Sharpen students' critical thinking skills by providing hands-on, inquiry-based activities
- Expose students to engaging STEM curriculum and close the gap on the number of Latino students that pursue careers in STEM areas
- Retain strong staff that are role models and inspire students to achieve personal academic and career goals
- Encourage parent involvement and ensure students have academic, social, and emotional support to reach their highest potential
- Offer parent technology classes to allow parents to actively participate in their student's education and provide optimal student support

As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines.

Individual and societal decisions increasingly require some understanding of STEM, from comprehending medical diagnoses to managing daily activities with a wide variety of computer-based application. While there has been a rise in the number of STEM learning programs in the United States, the state of STEM learning still requires leaps and bounds before it can reach adequacy. Research suggests that many students are currently not prepared for the demands of the present and future economy. As measured by the National Assessment of Educational Progress, roughly 75 percent of U.S. 8<sup>th</sup> graders are not proficient in mathematics when they complete 8<sup>th</sup> grade. Furthermore, there are significant gaps in achievement between the following student population groups: black/white, Hispanic/white, and high-poverty/low-poverty gaps. U.S. students also lag behind the highest performing nations on international assessments. For example, only 10 percent of U.S. 8<sup>th</sup> graders met the Trends in International Mathematics and Science Study advanced international benchmark in science,

compared with 32 percent in Singapore and 25 percent in China.

For the advancement of STEM learning in the U.S., the National Research Council has established three U.S. STEM education goals, which our Charter School fully supports:

1. Expand the number of students who ultimately pursue advanced degrees and careers in STEM fields and broaden the participation of women and minorities in those fields.
2. Expand the STEM-capable workforce and broaden the participation of women and minorities in that workforce.
3. Increase STEM literacy for all students, including those who do not pursue STEM-related careers or additional study in the STEM disciplines.

To support our rigorous STEM curriculum, our school has incorporated five key elements from the National Research Council into our school's design that will help ensure the effectiveness of our STEM instruction.

1. A coherent set of standards and curriculum found in Next Generation Science Standards
2. Teachers with a high capacity to teach in their discipline
3. A supportive system of assessment and accountability aligned with Smarter Balanced literacy claims
4. Adequate instructional time to promote deep learning
5. Equal access to high-quality STEM learning opportunities

## **B. EDUCATIONAL PHILOSOPHY**

The Charter will meet the unique needs of students (K-8<sup>th</sup> grades) and families in the SAUSD, and will serve a student body that is reflective of the ethnic and socioeconomic diversity of the community. Students will be encouraged and nurtured by engaged parents, dedicated staff, and community partners. The Charter School will develop public-private partnerships with the surrounding higher education institutions and business community. By utilizing the local university and professional resources, we will link technology with academics and prepare students for higher education and professional opportunities.

### *An Educated Person in the 21<sup>st</sup> Century*

Our goal is to ensure that all of our students develop the skills and behaviors necessary for academic, personal, and professional success in the 21<sup>st</sup> century. As the nation's economy base has shifted from industry to technology, the future will require a highly adaptable and technologically-competent workforce. It is critical that the student population is science and technology literate. An education with a focus in STEM will help students acquire scientific and critical thinking habits. With increasing global competition, a successful, educated person in the 21<sup>st</sup> century must keep a competitive edge in the STEM disciplines. The Charter School will provide opportunities that engage and challenge students and allow them to demonstrate their learning and thinking process. Teachers will strive to integrate innovative technologies and research-based instructional strategies throughout the curriculum to prepare students to be confident critical thinkers and self-learners.

The Charter School aims to graduate 21<sup>st</sup> century scholars who:

- Put their talent, expertise, and smarts to work with others to reach a goal
- Develop and utilize new and creative approaches to get things done
- Use technology effectively in their daily lives to access, organize, research and present information
- Are critical thinkers that connect the skills and content learned across the curriculum and evaluate multiple points of view
- Are motivated and follow an academic plan with an aspiration to follow a STEM career path
- Are effective communicators that collaborate, work effectively, and manage interpersonal relationships

- within diverse groups and settings
- Demonstrate content area and grade level achievement in reading, writing, mathematics, history and science
- Are socially responsible global citizens that embrace and respect cultural diversity
- Contribute to the improvement of life in their school and local community through leadership skills and participation in community projects
- Understand the importance of proper nutrition and physical health in daily life

### ***How Learning Best Occurs***

Learning best occurs when students are actively involved in the learning process, have direct experiences with the physical world, and relate these experiences to what they are learning in school. This process deepens students' knowledge and stimulates their curiosity and passion for learning. Students will discover how to learn, and develop the skills to become self-empowered learners. Experiential methods will engage each student and facilitate understanding of core concepts.

A high quality learning environment must be one that is highly structured and generously flexible, allowing students to explore and discover, and operates with high standards that challenge students. The ideal learning environment is one where teachers and students learn together through the open exchange of ideas and information.

Parent participation is an important element in the Charter School's educational philosophy and is consistent with SAUSD's Parent Involvement Framework. Students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates and a better chance of continuing with their education after graduation. This is especially true for predominantly minority and/or lower income communities.

Guest speakers and field trips from local higher education institutions and STEM-focused companies will emphasize the links between instruction and practical application. Teacher-designed units will emphasize the main tenets of Common Core and Next Generation Science Standards. This design will allow students to make necessary school-to-life correlations. In order to be responsible members of society, students need to provide service to the community. Engaging in "real life" projects that are related to the curriculum will help students move from adolescence and school to adulthood and society.

By traveling through our Charter School's varied learning avenues and by experiencing our education program that is guided by rigorous common core state standards, students will be thoroughly prepared for success in their academic and professional careers.

### ***STEM Emphasis in Curriculum***

In agreement with the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO), the Charter School believes that an educated citizen in the 21<sup>st</sup> century must have the skills and understanding to participate and work productively in a technologically oriented and global environment. A significant step toward helping students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum. The Charter School's educational program specifically emphasizes science, technology, engineering and math (STEM) education. While the curriculum concentrates on STEM, it also provides a solid instruction in humanities and social sciences to educate the whole child.

Math courses will be based on the Common Core integrated course sequencing, which will provide a comprehensive scope and sequence in an effort to address the diverse skills, interests and backgrounds of all learners. Students are assessed for their current knowledge and skill level and placed in the most appropriate

class. Those with little math background are supported with remediation and intervention. Students with a strong background are provided with enrichment opportunities.

Science courses immerse students in the scientific method and encourage them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from tests they create. Students who have experience applying scientific inquiry and reasoning to real-world problems in the classroom will have a clear advantage when they are exposed to the types of questions that require similar thought and reasoning process as adults. Additionally, the site's connection to the existing natural habitat offers a unique opportunity to design a curriculum that has a prominent environmental science component.

In keeping with the STEM emphasis, advanced courses are offered to spur interest and prepare students for STEM-related careers. Science classes employ technology in laboratory explorations and experimentation. The use of technology as an educational tool will motivate and engage students in their learning, accelerate their academic achievement, and equip them with the functional and critical thinking skills needed to succeed in a technology and media-driven environment. Computer simulations will assist in expanding the number of lab opportunities in all grade levels. Teachers effectively use the inquiry-based approach to engage students in the learning process while encouraging high levels of interest. Students' observations and reflections are the key factors for maximum learning results through hands-on instruction.

The Charter School implements collaborative conversations to challenge both high and low achieving students. To enhance critical-thinking skills, students work on inquiry-based activities and projects outside of the classroom throughout the school year. Each year the Charter School organizes a school-wide science fair, in which all students participate. The Charter School students then move on to participate in the regional and statewide science fairs.

### ***Technology Integrated Education***

Our curriculum integrates Math, Science, Social Science and Language Arts classes with technology education in a fun and comprehensive way. Different learning theories and practices such as project-based learning, student-centered learning, and differentiated instruction are incorporated into our technology integrated approach. The following are the ways by which we integrate technology into education:

1. All students complete a multi-year, comprehensive, and detailed technology curriculum
2. Teaching materials and assessment tools
3. Professional training for computer and core class teachers

The elementary component of the charter's computer science curriculum focuses on the technology literacy skills requirement as identified in the Common Core State Standards as well as problem solving and creative thinking. The intermediate school component aims to provide strong skills in computer literacy and fundamentals of computational thinking in 6<sup>th</sup> and 7<sup>th</sup> grades and transitions into conceptual understanding of high school electives in 8<sup>th</sup> grade.

By the completion of their elementary school education, students will obtain fluency in computers and learn introductory level computer literacy. Their classes will be supported with problem solving and creative thinking skills. In grades 6 through 8, students will be offered computer and technology courses as electives. These electives include, but are not limited to, Computer Literacy, Computer Programming, Digital Art, and Robotics.

Academic interventions at the Charter School are targeted and the staff use data to closely monitor our students' academic progress. Furthermore, these interventions focus on three levels of data: formative, interim, and summative. Discussion of each student's progress or lack thereof takes place during department and grade level team meetings. In additional, adult technology courses will be offered to parents to allow parents to actively participate in their student's education and ensure optimal student support at home.

### *Field Trips and Guest Speakers*

Field trips will allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, field trips will support the application of learning by giving students the opportunity to expand their intelligence in ways different from those typically available inside the classroom. Visiting a research laboratory, a university campus (e.g., UCI), and meeting with scientists during these field trips or through guest speakers on campus will motivate students. Especially when some of these guest speakers or people they meet during field trips share the same culture with students, students will find new role models.

While most field trips are directly related to specific academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

### *Peer Assisted Reading (PALS)*

Student and staff will participate in Peer Assisted Reading (PALS) that will occur three to four days a week for a minimum of 20 minutes per session. The classrooms will be equipped with libraries to provide access to a wide variety of books at appropriate reading levels. Students will be trained on PALS protocols and procedures. Students who are struggling academically will participate in additional English enrichment/intervention programs during the day and after school.

In order to determine the student's reading level, a computerized reading assessment that utilizes computer-adaptive technology is administered. Depending on the assessment results, students will receive a range of book recommendations that will challenge the student without causing frustration. Students' reading comprehension skills will be monitored. If a student continually obtains low scores while reading at his or her level, intervention will be immediately implemented. Assessment results will be used by teachers to inform their literacy strategies for individual students.

## **C. STUDENTS TO BE SERVED**

Students from all areas of SAUSD and the INDA will be recruited with a goal of creating an economically and ethnically diverse student population. The Charter School will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. The Charter School aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. The Charter School will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

As a sample student population, we have used the following SAUSD schools that have similarities in their educational programs to project the demographics of the Charter School. The SAUSD fundamental schools have similar "magnet" educational programs that draw students from throughout the District. These schools would be expected to have student populations similar to the Charter School that has a "magnet" STEM program. Sepulveda Elementary has a science-focused curriculum, and would also be expected to have similar demographics to the Charter School. In addition, Taft Elementary and McFadden Intermediate schools are the SAUSD schools in closest proximity to the Charter School and would be anticipated to have the most comparable demographics to the INDA (See Table 1 on the following page).

**TABLE 1: Sample Student Populations**

SCHOOLS	SCHOOL PROFILE					API		AYP	
	English Learners (%)	Free-Reduced Meals (%)	Statewide School Ranking	Similar School Ranking	PI Status	API	Growth from Prior Year	Met English Objective?	Met Math Objective?
<b>Similar Area Schools</b>									
Taft Elementary	41.1	70.9	4	6	Year 3	794	+8	No	No
McFadden Intermediate	33.4	78.7	2	5	Year 5	739	+28	No	Yes
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	28.9	57.0	9	10	n/a	886	-1	No	No
MacArthur Fundamental Intermediate	6.6	68.0	8	9	Year 4	858	+9	Yes	No
Mendez Fundamental Intermediate	20.7	79.6	7	9	Year 3	829	+16	No	No
Muir Fundamental Elementary	34.2	57.6	9	10	n/a	904	+11	Yes	Yes
Sepulveda Elementary	61.7	83.1	5	10	n/a	770	-29	No	No
Thorpe Fundamental Elementary	30.9	62.6	9	10	n/a	901	-1	Yes	Yes

**TABLE 1 (Continued): Sample Student Populations**

SCHOOL	ETHNICITY PERCENTAGES (%)								
	American Indian	Asian	Pacific Islander	Filipino	African American	White	2 or More Races	None Reported	Hispanic
<b>Similar Area Schools</b>									
Taft Elementary	0.2	6.6	0.4	0.7	3.1	6.1	2.4	0	80.5
McFadden Intermediate	0	4.0	0.3	0.5	0.9	1.6	0.4	0	92.3
<b>Similar Program Schools</b>									
Greenville Fundamental Elementary	0.2	11.5	0.2	0.8	0.9	4.3	2.1	0.1	79.9
MacArthur Fundamental Intermediate	0	9.3	0.1	0.8	0.8	2.0	1.0	0	86.0
Mendez Fundamental Intermediate	0.1	0.6	0.1	0	0.3	0.6	0.3	0	98.0
Muir Fundamental Elementary	0.5	2.2	0.2	0.5	0.6	3.6	0.7	0	91.7
Sepulveda Elementary	0.2	0.5	0	0.2	0.5	0.2	0.2	0	98.2
Thorpe Fundamental Elementary	0	7.9	0.5	0.7	0.7	2.6	0.8	0	86.8

## *Priority Enrollment*

The main objective of the Charter School is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD students attending any other SAUSD schools. Any other students that choose to attend the Charter School will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD. At full capacity, the Charter School will serve 600 students in grades K-8. If the number of students who wish to attend the Charter School exceeds the school’s capacity, enrollment preferences will be given as explained in Element 8.

## *Student Projection*

The Charter School site is located within an area of the SAUSD that has experienced significant development, and is planned to continue developing with residential and retail mixed-uses. As shown in Exhibit 4 in Element 18, 4,658 residential units are planned to be developed in the next 2-5 years. In addition to the existing 4,755 units, and future projects planned more than 5 years out, the INDA would contain a total of approximately 10,000 residential units within SAUSD boundaries. Based on various student generation rates (SGR) obtained from gathered data, the INDA residential units have the potential to generate 300-600 students within SAUSD, as detailed in Tables 2 and 3.

A conservative SGR was obtained using the number of students currently residing in the area and attending SAUSD and IUSD schools. As the INDA continues to grow and evolve into a mixed-use community, it will become more attractive to families and is anticipated to generate additional students. In addition, the Charter School has the potential to draw students from the residential development just outside the SAUSD boundaries in the vicinity of the school site, as shown in Exhibit 5 (See Element 18). Therefore, an aggressive SGR was also used to project the number of students at build-out of the INDA. Since the type of residential development within the INDA is consistent with the residential development within the IUSD, the aggressive projection utilizes the IUSD’s SGR for higher-density attached units. In addition to the units planned within the next 2-5 years, 820 units were added to this projection for residential development projects that were once submitted to the City of Irvine, but since withdrawn or expired as a result of the economic depression. This residentially-designated land has the potential to become future residential projects again as the market returns, and should be considered in the enrollment projection for the INDA build-out.

**TABLE 2: Conservative Enrollment Projection**

School Level	SGR	# of Units	Students Generated
Elementary	0.040	4,658	186
Intermediate	0.012	4,658	56
High	0.017	4,658	79
<b>Total</b>	0.069	4,658	<b>321</b>

NOTE: Based on the current number of students in the INDA attending SAUSD & IUSD schools.

**TABLE 3: Aggressive Enrollment Projection**

School Level	SGR	# of Units	Students Generated
Elementary	0.0620	5,478	340
Intermediate	0.0229	5,478	125
High	0.0251	5,478	137
<b>Total</b>	0.1100	5,478	<b>603</b>

NOTE: Based on the IUSD’s student generation rate.



The Charter School believes the conservative projection best constitutes the anticipated enrollment for its opening year (August 2017). The aggressive projection is used for the charter's full-enrollment projection. In consideration that this area is not currently served by a school facility, and the school is likely to draw "magnet" enrollment from outside the INDA, we believe this enrollment is feasible, backed by development research, and reasonably achievable.

The Charter School will open as an elementary school serving 240 students from grades K-6, and over a 3-year period, it will expand into a K-8 school with 600 students. As the residential development continues with the INDA, the Charter School will build its enrollment until it reaches full-enrollment at 600 students.

## **D. CURRICULUM & INSTRUCTIONAL DESIGN**

Our goal is to provide students a world class education that will prepare them for success in high school, college, life, and a future STEM career. To achieve this ambitious goal, we will employ research-based strategies proven to increase student achievement, provide an engaging STEM-focused educational program that is based on Common Core State Standards and Next Generation Science Standards, and work with students and families to develop an environment that fully supports students and their needs.

The program at the Charter School will combine the following instructional strategies for a balanced approach to instruction:

- Develop positive attitudes toward science
- Increase students' interest in STEM and reading
- Provide an innovative, engaging Common Core standards-based curriculum
- Sharpen students' critical thinking skills by providing hands-on inquiry activities
- Increase vocabulary knowledge and conceptual understanding
- Provide field trips, internship opportunities, and guest motivational speakers
- Engage students with independent and group projects
- Conduct ongoing assessment and intervention
- Provide ample access to technology and incorporate technology into the daily instruction
- Provide differentiated curriculum and scaffolding supports

The Charter School's instructional program is based around providing hands-on, inquiry-based instruction. Significant research has been conducted about the benefits of an inquiry-based science program for special populations. Inquiry-oriented teaching may be especially valuable for many underserved and underrepresented populations. As noted by the North Central Regional Education Laboratory, "All students—especially those at risk—need to be engaged in interesting and challenging learning that goes beyond basic proficiencies."

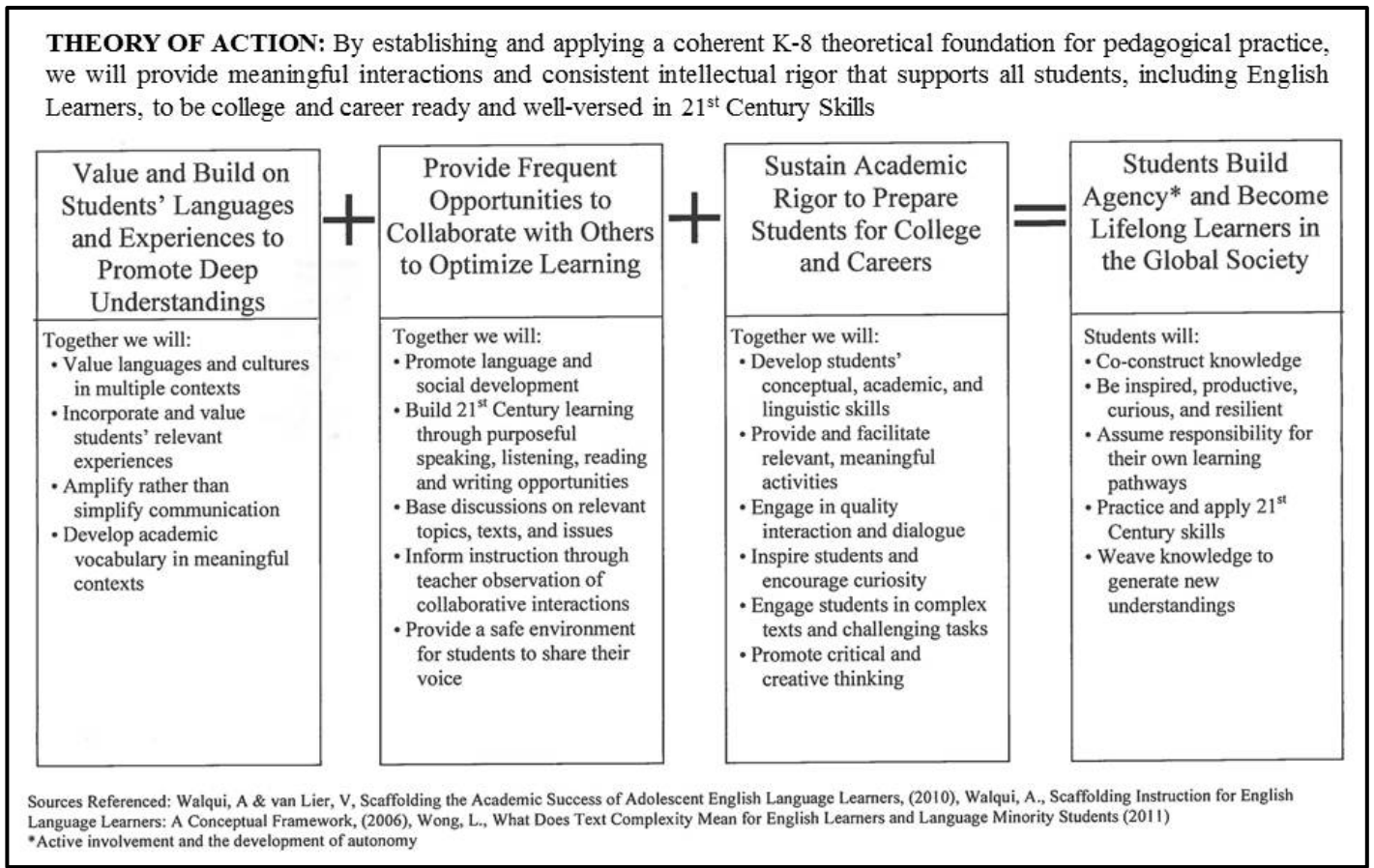
The more interested and engaged students are by a subject or project, the easier it will be for them to construct in-depth knowledge of it. Learning becomes almost effortless when something reflects their own interests. According to the Center for Inquiry, inquiry-based learning provides advantages for all students:

- An inquiry-based learning approach is flexible and works well for projects that range from the extensive to the bounded, from the research-oriented to the creative, from the laboratory to the Internet. It is essential, however, that you plan ahead so you can guide kids to suitable learning opportunities.
- Students who have trouble in school because they do not respond well to lectures and memorization will blossom in an inquiry-based learning setting, awakening their confidence, interest, and self-esteem.
- The traditional approach tends to be very vertical: the class studies science for a while, for example, then language arts, then math, then geography. In contrast, the inquiry-based approach is at its best when working on interdisciplinary projects that reinforce multiple skills or knowledge areas in different facets

of the same project. The traditional approach is sharply weighted toward the cognitive domain of growth, whereas inquiry-based learning projects positively reinforce skills in all three domains—physical, emotional, and cognitive.

- Inquiry-based learning is particularly well-suited to collaborative learning environments and team projects. Activities can be created in which the entire class works on a single question as a group (the whole group must truly care about the question) or in teams working on the same or different questions. Inquiry-based learning also works well when each student develops an individual project if some elements of collaboration or sharing are required.
- An inquiry-based approach can work with any age group. Even though older students will be able to pursue much more sophisticated questioning and research projects, a spirit of inquiry can be cultivated even with the youngest student, in an age-appropriate manner.

**EXHIBIT 1: SAUSD’s Theoretical Framework for Common Core Implementation**



*Literacy*

Although the Charter School specializes in STEM curriculum, it also is committed to enhancing the literacy and language skills of all students, and especially literacy development of Latino students. From kindergarten through fifth grade, students benefit from two and a half hours a day of literacy instruction and practice—mastering foundational skills in phonemic awareness, phonics, fluency, comprehension, vocabulary, writing, grammar, spelling, research, listening, and oral presentation skills necessary to be effective communicators in English. The Charter School uses a literature-based literacy program, to help students master all of the Common Core State Standards and become habitual, critical readers.

Key elements of the school's literacy program include:

- *Phonics.* Kindergarten and first grade literacy focuses on the development of foundational skills. Each day students receive 45 minutes of direct phonics instruction during literacy rotations. This instruction occurs in small groups to allow teachers to differentiate instruction in order to meet the needs of all of the students in the classroom.
- *Fluency and Decoding.* Students are placed in small groups based on initial diagnostic assessments that follow PALS protocols and procedures. This allows teachers to meet students at their current level, remediate specific deficits, and accelerate them to grade-level standards of proficiency. Teachers running these small groups are trained in early literacy and English language development in order to provide students with the phonemic awareness and phonics skills necessary for reading success. Several research-based programs have proven effective with similar populations of students. Students receive additional reading instruction until their assessment results indicate that fluency and decoding remediation is no longer needed.
- *Comprehension and the Use of Literature.* Understanding the written word is likely a student's best indicator of future school success. In order to ensure that all students develop proficient comprehension of all types of text, the Charter School provides multiple opportunities for skill development with a variety of texts with a focus on informational text. We believe strongly in the use of full pieces of literature, rather than the excerpts commonly used in the traditional basal reader. However, both the far reading and close reading strategies will be deployed to support deep analyses of text.

The Charter School's reading classes are grounded in the use of grade-level and above grade-level books and use an additional decoding and comprehension phonics program to support students who are struggling. Most of the novels selected for use in our reading classes were chosen from the Common Core State Standards.

Teachers read aloud short stories, novels, poems, and nonfiction to model fluent, expressive reading of texts at and above the students' grade level. Through the deliberate —think aloud of metacognitive strategies, teachers help students develop the habits of effective readers. Teachers also provide direct instruction about these metacognitive strategies, give students opportunities to practice and share their own thought processes, and offer constructive feedback that pushes students to deeper understanding, both in whole-class demonstrations and one-on-one reading conferences.

In kindergarten through grade five, students also practice these reading strategies in their core reading classes and in leveled, guided reading groups. These guided reading classes support the work of the core reading classes and are based on the same units of study and content standards as the core reading course. All teachers in the school (not simply English-Language Arts teachers) are assigned a group of students based on reading fluency, decoding, and comprehension assessment data. These groups are smaller in size than other core classes in order to provide increased opportunities for each student to read and receive specific feedback from their teacher. Teachers lead students through shared texts, with a level of support appropriate to the group's reading level..

A textual analysis component provides students the opportunity to apply specific reading skills to shorter pieces of texts that, through repeated practice, help students develop their ability to decipher questions and use evidence from the text to support their answers. These passages and questions are carefully selected to prepare students for mastery of the reading standards at each grade level.

Students read independently for at least 30 minutes a day in grades K-3 and an hour a day in grades 4-8, including supervised reading time at school and assigned reading at home.

- *Vocabulary.* The development of academic vocabulary is a school-wide focus. Teachers in all content areas use research-based best practices for explicitly teaching new words, providing opportunities to learn words in context, and providing students with the necessary opportunities to practice these words repeatedly across content areas in

collaborative conversations and writing. In addition, teachers provide students with instruction about word parts (prefixes, suffixes, and Latin and Greek roots) and strategies for learning new words so that students increase their vocabularies as they encounter unfamiliar words in their daily reading.

- *Writing and Grammar* Students in kindergarten through sixth grade also have opportunities to write for multiple purposes to improve their writing skills. They will write arguments to support claims in an analysis of substantive topics and off selected texts. In addition, students will write informative and explanatory texts to examine and convey complex ideas and information as well as narratives to develop read or imagined experiences or events.

In addition, through the explicit teaching and practice of grammar and spelling rules, students master conventions of the English language and will be held accountable for these conventions in the writing they complete at school—not just in writing, but in all of their classes. Students are expected to write every day, in every class and for a variety of purposes.

## *Mathematics*

All students need a high-quality mathematics program designed to prepare them to graduate from high school ready for college and careers. In support of this goal, SAUSD adopted the Common Core State Standards in mathematics. The following is a brief summary of the standards by grade:

### *Kindergarten:*

1. Counting and Cardinality
  - Know number names and the count sequence
  - Count to tell the number of objects
  - Compare numbers
2. Operations and Algebraic Thinking
  - Understand addition as putting together and adding to, and understand subtraction as taking apart and taking from
3. Number and Operations in Base Ten
  - Work with numbers 11–19 to gain foundations for place value
4. Measurement and Data
  - Describe and compare measurable attributes
  - Classify objects and count the number of objects in categories
5. Geometry
  - Identify and describe shapes
  - Analyze, compare, create, and compose shapes

### *First Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Understand and apply properties of operations and the relationship between addition and subtraction.
  - Add and subtract within 20.
  - Work with addition and subtraction equations.
2. Number and Operations in Base Ten
  - Extend the counting sequence.
  - Understand place value.
  - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
  - Measure lengths indirectly and by iterating length units.
  - Tell and write time.
  - Represent and interpret data.

4. Geometry
  - Reason with shapes and their attributes.

*Second Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving addition and subtraction.
  - Add and subtract within 20.
  - Work with equal groups of objects to gain foundations for multiplication.
2. Number and Operations in Base Ten
  - Understand place value.
  - Use place value understanding and properties of operations to add and subtract.
3. Measurement and Data
  - Measure and estimate lengths in standard units.
  - Relate addition and subtraction to length.
  - Work with time and money.
  - Represent and interpret data.
4. Geometry
  - Reason with shapes and their attributes.

*Third Grade:*

1. Operations and Algebraic Thinking
  - Represent and solve problems involving multiplication and division.
  - Understand properties of multiplication and the relationship between multiplication and division.
  - Multiply and divide within 100.
  - Solve problems involving the four operations, and identify and explain patterns in arithmetic.
2. Number and Operations in Base Ten
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Develop understanding of fractions as numbers.
4. Measurement and Data
  - Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects
  - Represent and interpret data.
  - Geometric measurement: understand concepts of area and relate area to multiplication and to addition.
  - Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.
5. Geometry
  - Reason with shapes and their attributes.

*Fourth Grade:*

1. Operations and Algebraic Thinking
  - Use the four operations with whole numbers to solve problems.
  - Gain familiarity with factors and multiples.
  - Generate and analyze patterns.
2. Number and Operations in Base Ten
  - Generalize place value understanding for multi-digit whole numbers.
  - Use place value understanding and properties of operations to perform multi-digit arithmetic.
3. Number and Operations—Fractions
  - Extend understanding of fraction equivalence and ordering.

- Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
  - Understand decimal notation for fractions, and compare decimal fractions.
4. Measurement and Data
    - Solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
    - Represent and interpret data.
    - Geometric measurement: understand concepts of angle and measure angles.
  5. Geometry
    - Draw and identify lines and angles, and classify shapes by properties of their lines and angles.

*Fifth Grade:*

1. Operations and Algebraic Thinking
  - Write and interpret numerical expressions.
  - Analyze patterns and relationships.
2. Number and Operations in Base Ten
  - Understand the place value system.
  - Perform operations with multi-digit whole numbers and with decimals to hundredths.
3. Number and Operations—Fractions
  - Use equivalent fractions as a strategy to add and subtract fractions.
  - Apply and extend previous understandings of multiplication and division to multiply and divide fractions.
4. Measurement and Data
  - Convert like measurement units within a given measurement system.
  - Represent and interpret data.
  - Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.
5. Geometry
  - Graph points on the coordinate plane to solve real-world and mathematical problems.
  - Classify two-dimensional figures into categories based on their properties.

*Sixth Grade:*

1. Ratios and Proportional Relationships
  - Understand ratio concepts and use ratio reasoning to solve problems.
2. The Number System
  - Apply and extend previous understandings of multiplication and division to divide fractions by fractions.
  - Compute fluently with multi-digit numbers and find common factors and multiples.
  - Apply and extend previous understandings of numbers to the system of rational numbers.
3. Expressions and Equations
  - Apply and extend previous understandings of arithmetic to algebraic expressions.
  - Reason about and solve one-variable equations and inequalities.
  - Represent and analyze quantitative relationships between dependent and independent variables.
4. Geometry
  - Solve real-world and mathematical problems involving area, surface area, and volume.
5. Statistics and Probability
  - Develop understanding of statistical variability.
  - Summarize and describe distributions.

### *Seventh Grade:*

1. Ratios and Proportional Relationships
  - Analyze proportional relationships and use them to solve real-world and mathematical problems.
2. The Number System
  - Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
3. Expressions and Equations
  - Use properties of operations to generate equivalent expressions.
  - Solve real-life and mathematical problems using numerical and algebraic expressions and equations.
4. Geometry
  - Draw, construct and describe geometrical figures and describe the relationships between them.
  - Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.
5. Statistics and Probability
  - Use random sampling to draw inferences about a population.
  - Draw informal comparative inferences about two populations.
  - Investigate chance processes and develop, use, and evaluate probability models.

### *Eighth Grade:*

1. The Number System
  - Know that there are numbers that are not rational, and approximate them by rational numbers.
2. Expressions and Equations
  - Work with radicals and integer exponents.
  - Understand the connection between proportional relationships, lines, and linear equations.
  - Analyze and solve linear equations and pairs of simultaneous linear equations.
3. Functions
  - Define, evaluate, and compare functions.
  - Use functions to model relationships between quantities.
4. Geometry
  - Understand congruence and similarity using physical models, transparencies, or geometry software.
  - Understand and apply the Pythagorean Theorem.
  - Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.
5. Statistics and Probability
  - Investigate patterns of association in bivariate data.

## *Computer Science*

At the Charter School, every teacher will have access to dedicated computers in their classrooms to prepare and present teaching activities such as class documentary movies, presentations, etc. Wireless network access will be available at the Charter School. Teachers will use various types of technology during classroom instruction, including computer and projector, interactive technology tools, and access to educational websites. Furthermore, the school will utilize computers to support the instructional and managerial needs, such as online grades and attendance information, online homework, and student progress reports for parents using the school information system.

During intervention, teachers use educational materials that provide review, re-teach and enrichment programs. The Charter School would utilize the same computer software programs and other resources as SAUSD that allow teachers to monitor the progress of students who are achieving below grade level, and provide software generated tests and personalized instructional materials based on common core and California content standards/framework which have not been achieved.

Students at the Charter School will develop their ability to use technology as a tool for learning, research, observation, and communication. The Charter School encourages parents' active use of school's technology resources by offering free tutorial sessions on how to track student's performance using School information system and providing computer access to all parents. The Charter School is aware of the fact that, given its target population, a high percentage of students may have either limited or no access to any computer outside the school. The Charter School's computer science curriculum is designed for students with limited computer experience. Students requiring extra time with a computer will have the opportunity to visit the computer lab after school.

### ***Textbooks & Instructional Materials***

The Charter School, as a District-dependent charter, will adopt instructional materials that are aligned with Common Core State Standard instructional materials. The Charter School's Co-Director will work with the District's Chief Academic Officer and teacher leaders to identify, evaluate, and select appropriate materials and to make modifications to core and additional instructional resources.

### ***Small School Environment***

Research has repeatedly indicated that small schools are highly effective in ensuring that urban students reach proficiency. Among the benefits of smaller schools are:

- Lower dropout rates
- More course completion
- Higher grades and improvements in standardized test scores
- Better attendance
- Less exposure to violence
- Increased student engagement and achievement
- Better communication among the staff
- Increased parent involvement
- Greater accountability

At full enrollment the Charter School will serve 600 students kindergarten through eighth grade. This small size and strategic growth plan allows us to create an environment where every staff member knows each student by name, individual supports are a vital component of the daily schedule, and a strong, orderly, academic culture is consistently maintained. This small school size provides the structure necessary for student success while at the Charter School and also allows the students to develop the character and discipline necessary for future success.

### ***Culture of High Expectations***

The Charter School has created a structured learning environment where everyone is held to high behavioral and academic expectations at all times. Leaders, teachers, and staff are expected to be professionals who work to the absolute best of their ability to ensure each student's success. Every staff member must be organized, meticulous, and passionate in the school-wide pursuit of excellence. Each is to be a model of the lifelong learner we challenge our students to become.

The leadership, teachers, and staff work together to create and support the high level of structure necessary for students to succeed academically and behaviorally. A clearly defined Code of Conduct outlines the behaviors expected from each student and the consequences for both positive and negative choices. Seemingly small details are given careful attention at the Charter School. From strict enforcement of the uniform policy, to standards for binder organization, to rules for behavior in the hallway, every detail is planned to ensure a safe, orderly, respectful school community.



In addition to this highly structured approach to management and discipline, the Charter School also works to create a caring, joyful community in which positive reinforcement and explicit character development efforts help students to build intrinsic motivation. Based on the success of this approach as used at the highest-performing urban charter schools serving a similar population, consistent enforcement of consequences for small infractions prevents larger infractions from occurring.

***Sample Instructional Calendar & Bell Schedule***

**TABLE 4: Sample Elementary Bell Schedule**

Lower Elementary (TK-2)		
Breakfast	8:15 AM	8:30 AM
Reading/Writing/ELA	8:30 AM	10:20 AM
Recess	10:20 AM	10:40 AM
Math	10:40 AM	12:05 PM
Lunch	12:05 PM	12:30 PM
PALS (READING)	12:30 PM	12:55 PM
Specials	12:55 PM	1:40 PM
Science/Social Studies	1:40 PM	2:25 PM
Dismissal	2:25 PM	2:40 PM
Tutoring / Clubs	2:40 PM	3:30 PM



## E. PLAN FOR ACADEMICALLY LOW ACHIEVING STUDENTS

California's high stakes standardized testing program provides results too late for meaningful academic adjustments. Therefore, the Charter School students will be tested in the beginning of the school year and several times during the year with standards-based and large-scaled tests, and necessary adjustments to the instruction are made based upon the data.

Campus-wide tests will be used to measure individual levels of student performance reflected in state adopted content standards. The tests will measure various skills, such as analytic ability, critical thinking, and synthesis. While the testing is not used as a basis for student promotion, it will provide a valuable resource to identify students in need of remediation and intervention. The tests will be administered three times every academic year. They adapt to the student's ability, measuring what a child knows and needs to learn. They also measure academic growth over time, independent of grade level or age.

Students are tested in four main subject areas: Reading, Language Usage, Mathematics, and Science. Based on results, student performances will be identified as one of the following:

- Proficient and growing
- Proficient and not growing
- Growing but not proficient
- Not growing and not proficient

While we believe that most students' needs will be met by the wide variety of school-wide supports in place, the Charter School is committed to working with students who are achieving below grade level in order to help them achieve at expected levels.

A student at the Charter School is considered low-achieving if they meet the following criteria:

1. Performing more than one level below his/her actual grade level based on class assignments and assessments, including a score of Below Basic or Far Below Basic on the CST and equivalent scores on nationally-normed assessments
2. Earning below 70% in one or more core subjects and therefore in danger of failing the grade
3. Not on track to make at least one grade level of growth in reading, writing, and math

Students with below-grade-level skills benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction in grades kindergarten through six
- Small, leveled guided reading groups in grades kindergarten through five
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Small group math instruction in grades kindergarten through three
- Systematic writing and grammar instruction
- Word Walls to reinforce academic vocabulary
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas

- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations

In upper grades, students identified as low achieving will also attend intensive obligatory after school programs tailored towards each student's needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject's content standards.

Students demonstrating adequate improvement can advance to a satisfactory level where they are provided moderate tutoring sessions and various fun opportunities, such as recreational clubs, and community trips. For those low-achieving students who do not positively respond to intervention/instruction, the homeroom teachers may decide to include them in different recreational activities to promote students' interest in learning. The teacher will regularly monitor academic improvement for these low achieving students through in-class assessment and monitoring tools. Parents will remain informed of their student's academic progress during this process via parent-student-teacher meetings and parent access to student grades and progress reports.

## **F. PLAN FOR ACADEMICALLY HIGH ACHIEVING STUDENTS**

We are committed in engaging in comprehensive strategies for all students enrolled at the Charter School. While we believe that most students are appropriately challenged by our rigorous academic program, the Charter School is committed to working with students who are performing above grade level to provide additional challenge.

Students earning advanced scores on the CST, or otherwise identified by the staff as high-achieving, benefit from the following components of our school's design:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques that challenge each student
- Small school size and safe environment, where academic achievement is cool
- Small, leveled guided reading groups that allow high-achieving students to access challenging literature
- Extensive independent reading at each student's level that allows each child to excel at his or her own pace
- Frequent use of "think-pair-share" and other cooperative learning strategies
- Opportunities to further develop literacy skills in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting our college preparatory mission
- Opportunities to build leadership skills through peer tutoring

Classroom teachers are trained to differentiate lessons to meet the needs of advanced learners, and provide learning experiences that meet the special needs of these students with regard to the pace of lessons, the depth of content presented, and variety of processes used and products created.

High-achieving students will also be offered opportunities to study a variety of advanced concepts in core academic subjects and enrichment topics. Additional opportunities for high-achieving students include advanced book clubs, poetry readings, math Olympics, journalism, robotics, speech and debate. These students are also challenged through preparation for and participation in a variety of school-based, local and/or national academic competitions, like spelling bees, science fairs, and Science Olympiad.

## **G. PLAN FOR ENGLISH LEARNERS**

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

### ***Home Language Survey***

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School.

### ***CELDT Testing***

All students who indicate that their home language is other than English will be a California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment and at least annually thereafter between July 1<sup>st</sup> and October 31<sup>st</sup> until re-designated as fluent English proficient.

### ***Reclassification Procedures***

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil’s performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

## *Strategies for English Learners*

The programs, materials and strategies to be developed, implemented and administered may include:

- Parents will be informed of how the program will specifically help their students learn English taught by qualified teachers who are providing research based instruction.
- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student's identification, placement, progress, and exit criteria will have translators available.
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings

### **H. PLAN FOR SOCIO-ECONOMICALLY DISADVANTAGED STUDENTS**

A goal of the Charter School is to expose students to STEM curriculum and inspire students to pursue STEM-related careers that might not have otherwise been exposed to STEM curriculum. The Charter School plans to offer the District a unique educational program that accomplishes this goal.

We believe that poverty alone does not indicate the need for specific instructional techniques. Our instructional approaches are based on each student's instructional needs, not their income level. Our school design is based on highly successful urban schools that serve a similar population of low-income students and offers a multitude of supports that meet the needs of potentially —at-risk students, including:

- Highly skilled teachers who use a variety of effective teaching strategies and techniques
- Small school size and safe environment
- Supportive culture of high expectations and discipline
- Predictable class structure in all content areas
- Extended time for literacy (reading and writing) instruction
- Small, leveled guided reading groups
- Systematic, explicit instruction in phonics and phonemic awareness in kindergarten through first grade
- Systematic reading strategy and textual analysis instruction
- Extensive independent reading at each student's level
- Phonics, decoding, and fluency groups
- Systematic writing and grammar instruction
- Small group math instruction in grades kindergarten through three
- Frequent use of —think-pair-share and other cooperative learning strategies
- Use of graphic organizers to represent ideas
- Reinforcement of ELA standards in all content areas
- Explicit vocabulary instruction in all content areas
- Group work and oral presentations in all content areas
- Frequent use of assessments and specific feedback from teachers
- Frequent communication with and engagement of parents in supporting academic and behavioral expectations.

California Department of Education defines socio-economically disadvantaged student as a student neither of whose parents have received a high school diploma or as a student who is eligible for the free or reduced-price lunch program, also known as the National School Lunch Program (NSLP). The Charter School will also use

registration records, home visits and parent surveys to identify the socio-economically disadvantaged students.

Being socio-economically disadvantaged means that the parents would likely not be able to provide sufficient help with topics taught in class or homework assigned to the student. Every student has a potential to learn and excel. However, not all students have the motivation to excel, or the means to do so. Socio-economically disadvantaged students are prone to fail because of lack of high expectation, or they do not have necessary assistance and guidance required of their families.

The instructional design of the Charter School addresses the needs of low-income and socio-economically disadvantaged students. The Charter School will identify the socio-economically disadvantaged and low-achieving students in the first weeks of the academic year, and implement early intervention where indicated.

While tutoring, additional resources given by teachers and available at the library, and after school programs will enhance the academic progress of the students; motivational guest speaker programs, parent meetings, university and college visits, and field trips are planned to shape the educational vision of the student and the family. Socio-economically disadvantaged students will have role models around them who will inspire motivation to focus on lessons and self-confidence with the discovery of their potential.

## **I. PLAN FOR SPECIAL EDUCATION**

The Charter School recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with SAUSD to ensure that a free and appropriate education is provided to all students with exceptional needs. The Charter School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR). Furthermore, the Charter School will comply with AB 602, SAUSD guidelines, and all California laws pertaining to special education students.

Initially and by default, the Charter School shall be considered a “school of the District” for purposes of Special Education purposes pursuant to Education Code Section 47641(b). However, the Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium. A change in LEA status or SELPA membership shall not constitute a material revision of this charter.

So long as the Charter School operates as a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b) and in accordance with Education Code Section 47646 and 20 U.S.C. 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools.

Per Federal Law, all students with disabilities will be fully integrated into the programs of the Charter School, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending the Charter School is properly identified, assessed and provided with necessary services and supports.

The Charter School will meet all the requirements mandated within a student’s Individualized Education Program (IEP). The school will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student’s needs as documented on the IEP require a program other than inclusion, the school will work with the District and/or SELPA to provide an appropriate placement

and services.

The Charter School will work with the District to make time and facilities available to meet the needs of the student's IEP. The Charter School will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques. The school will make available student's work products for analysis and evaluation of progress and will participate in the IEP reviews conducted by the District.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Charter School, which will then forward such written notice to SAUSD within two school days. The school will encourage open communication between the parents and the district for any items related to the special education services. Students at the Charter School who have IEP's will continue to attend the school, unless the IEP recommends otherwise and states why.

In order to comply with Child Find requirements as specified by law, the Charter School will establish a referral and assessment process that brings together the parent/guardian, student, and school personnel to address any problems that interfere with a student's success at the school. This process will entail search and serve, a Student Study Team, referral, assessment and IEP review.

### ***Interim & Initial Placements of New Charter School Students***

If a student enrolls at the Charter School with an existing IEP, the Charter School will notify SAUSD within 5 days. An IEP meeting will be convened within 30 days to review the existing IEP, discuss the students' present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, the Charter School shall work with the District or SELPA to implement the existing IEP at the Charter School or as otherwise agreed by the parent/guardian.

### ***Referral for Assessment***

The referral process is a formal, ongoing review of information related to students who are suspected of showing potential signs of needing special education and related services. The Charter School's internal method of referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by the Charter School within 15 days, either granting the request or denying the request pursuant to CFR 300.503 prior written notice requirements. The Charter School will notify SAUSD of the assessment request on the receipt of the request. Parents will be informed via the Special Education Administrator that special education and related services are provided at no cost to them.

The Assessment Plan along with the Parental Safeguards document is adequate notice of granting the request for assessment. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment.

### ***Assessment***

The Principal will be responsible for gathering all pertinent information and sharing such information with the District. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language unless to do so is clearly not feasible, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will



include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with District or SELPA policies and procedures, the Charter School will follow the following assessment guidelines. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language unless to do so is clearly not feasible, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. The Charter School, in coordination with SAUSD will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

### ***Development & Implementation of IEP***

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

The Charter School, in collaboration with SAUSD, will ensure that all aspects of the IEP are implemented at the school site. The Charter School will provide accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student's IEP team oversees the IEP development and implementation and documentation of progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all of the following members:

- The parent or guardian of the student for whom the IEP was developed
- The Student, if appropriate
- The Principal or designee
- At least one special education teacher of the student
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A District Special Education Representative
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;

Others familiar with the student may be invited as needed. The Charter School views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone.

A copy of the IEP will be given to the parent in accordance with federal and state laws and SAUSD policies. Upon the parent or guardian's written consent, the IEP will be implemented by the Charter School, in cooperation with the District or SELPA in which the Charter School is a member. The IEP will include all required components and be written on District forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments
- For students 16 years of age and older or younger than 16 years of age, if the IEP team deems appropriate, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes to conduct student's Annual Review IEP
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's eligibility and unique needs progress
- After the student has received a formal assessment or reassessment
- When a parent, teacher or other team member requests an IEP review for a student, consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request during the school year
- When an Individual Transition Plan is (ITP) required at the appropriate age
- When the Charter School seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

### *1. IEP Review*

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed to determine if the student remains eligible for special education and, if so, the student's unique needs and goals.

If a parent or faculty member believes the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the school year via written notice to the school. Once the request is received, the Charter School will have thirty days to hold the IEP meeting.

Parents will be informed of student progress as specified on the students' IEP. The District's electronic IEP and progress report shall be utilized by the Charter.

### *2. Staffing*

Although SAUSD will hold ultimate responsibility for providing Special Education services (so long as the Charter School operates as a school of the District for purposes of special education), the Charter School is committed to assuring all IEPs are properly implemented.

It is the goal of the Charter School to employ at least one full time teacher who, in addition to having the proper credentials to teach a general education subject, will also possess a Special Education Credential. This teacher, along with the principal of the Charter School, will be the primary Charter School representative tasked with assuring that all aspects of the IEPs and 504 plans are implemented. All teaching staff at the Charter School will implement all IEPs and 504 plans appropriately for students at the Charter.

### *3. Reporting*

The Charter School, in collaboration with SAUSD, will collect and maintain all information on disabled students as required by the CDE, utilizing the District's electronic IEP. The Charter School will utilize the Notice of Procedure Safeguards used by the District in which it is a member and pursuant to procedures established by the District.

### *4. Complaint Resolution*

Parents or guardians also have the right to file a complaint with SAUSD and/or California State Department of Education if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

### *5. Special Education Strategies for Instruction & Services*

The Charter School will comply with the federal mandate of the "least restrictive environment," meaning that the school will make every attempt to educate special education students along with their non-disabled peers. The Charter School will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through the Charter School's extended day and year. Each student's IEP requires differentiation for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

### *6. Professional Development for the Charter School Staff*

The School Director, Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the District or SELPA.

So long as the Charter School operates as a "school of the District" for special education purposes, DISTRICT agrees to allow the Charter School staff access to all Special Education related professional development

opportunities that are available to district employees.

### *7. Section 504 of the Rehabilitation Act*

The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the School shall be accessible for all students with disabilities in accordance with the ADA.

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

A 504 team will be assembled by the Principal and shall include a SAUSD representative, the parent/guardian, the student, a qualified faculty member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary. All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have access to each student's 504 Plan. The Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file.

Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## ELEMENT TWO & THREE | MEASURABLE STUDENT OUTCOMES & PUPIL PROGRESS MEASUREMENT METHOD

**Governing Law:** The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. *Education Code Section 47605(b)(5)(B)*.

**Governing Law:** The method by which pupil progress in meeting those pupil outcomes is to be measured. *Education Code Section 47605(b)(5)(C)*.

### A. APPROACH TO ASSESSMENT & DATA

The Charter School's mission is to prepare students with the academic skills, character traits, and intellectual discipline necessary to excel in high school, college, and life. This includes providing at-risk elementary and intermediate school students with a college-preparatory instructional program that equips them for success in high school Honors and Advanced Placement courses. While we recognize that such growth is achieved in gradual, incremental steps, the Charter School regularly assesses the effectiveness of our programs using a variety of assessment tools. These frequent and systematic assessments provide the school leadership and teachers with valuable data that allow us to critique our academic program, adapt instructional approaches, and establish new goals to best serve our student population. Should any changes to the measurable pupil outcomes be made, the Charter School will submit those changes to the SAUSD as an update to the charter.

We believe in the value of standardized test data and also recognize that no single assessment provides a comprehensive picture of student progress. As a result, the Charter School uses a combination of assessments to gather valuable data about our students' strengths and weaknesses and allow us to make informed instructional decisions. The Charter School has created interim benchmark tests using a thorough understanding of grade-level standards and the school's scope and sequence, an intense look at California's released test questions and other relevant assessments, and will use the CDE's blueprints as models for each benchmark test. Teachers receive professional development and on-going feedback to improve quality of their informal and formal assessments and push them to consistently analyze and use data in ways that drive student achievement.

#### *Data Analysis & Data-Driven Instruction*

Management and teachers use test data to analyze areas of strength and weakness and to set priorities for each school year. Diagnostic assessments are administered at the start of each year to determine a baseline for students in English language arts and math. This data, along with classroom observation and other assessments, provides valuable details about students' needs in each content area, and results are used to help teachers plan lessons, effectively differentiate, and participate in academic support groups during tutoring.

Teachers meet with the management team after each round of interim assessments to closely inspect the data, look for patterns, and create an action plan for both the class and individual students based on the results. These action plans identify:

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to small groups during class
- Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor
- Adjustments to existing small groups for reading and math instruction
- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans are revisited frequently in grade-level and content-area team meetings to ensure that students are making adequate progress toward mastery. At least one teacher professional development meeting each month will include the analysis of student assessment data.

### ***Reporting of Data***

The Charter School creates a School Accountability Report Card (SARC) for submission to the CDE, including the following components. The SARC will be updated annually by the Operations Manager under the supervision of the Co-Director of Finance and Operations.

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data
- Adequate yearly progress data

### ***Communication of Data with Students & Families***

Students and their families deserve to be consistently and proactively informed about student performance. The Charter School involves students and their parents in the analysis of student work, noting progress, areas of strength, and plans to remediate any deficits.

After each round of interim assessments, teachers share results with students during class and short individual conferences with each student. At these mini-conferences, teachers work with each student to set goals for the upcoming assessment and personalize an individual action plan, including small group instruction or tutoring, as needed.

Teachers also use interim assessment results to create and maintain mastery charts for each student that show progress toward mastery for each content standard taught each year. These mastery charts are shared with students after each round of assessments and reviewed with parents at each report card conference. Interim assessment results, chapter and unit tests, and midterm and final exams are sent home for parents to review and sign.

State testing results are also sent to families and the Charter School hosts an annual parent meeting each summer to share the school's progress toward school-wide goals and also explain individual score reports to students and their families. The SARC will also be made available to the public through the Charter School website.

### ***Student Achievement Goals***

The principal, staff, and teachers of the Charter School will be held accountable by the SAUSD for meeting the following student outcome goals, in addition to Common Core goals.

**TABLE 6: Measurable Student Outcome Goals and Assessment Tools**

<b>Outcome</b>	<b>Goal</b>	<b>Assessments</b>
Academic Performance Index (“API”) growth	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	API reports (annual) Benchmark assessments (quarterly)
Adequate Yearly Progress (“AYP”)	For the first year of operation, met or exceed the API meet or exceed the API of comparable SAUSD schools identified in Table 1 in Element 1. For subsequent years, meet or exceed API growth target in the year prior.	AYP reports (annual) Benchmark assessments (quarterly)
Grade-level proficiency	At least 80% of the students demonstrate grade-level proficiency on standards in Reading/Language Arts, Math, Science, and Social Studies. OR 5-10% increase in proficiency each year	CST reports (annual) Benchmark assessments (quarterly) End-of-year student report cards (annual)
Student attendance rate	Average daily attendance rate of at least 95%	Daily attendance reporting via Aeries (daily) ADA rate report (monthly)
Student suspension rate	Suspension rate lower than the SAUSD average	CDE records (annual) Suspension reporting via Aeries (daily)
English Learner (EL) performance	50% of ELs will advance one overall performance level on the CELDT each year. 50% of ELs at overall Early Advanced performance level on the CELDT who are enrolled no less than one year will be reclassified to fluent English proficient (RFEP) each year.	CELDT reports (annual) CDE records (annual) School records (annual)
Graduation rate	Graduation rate higher than the SAUSD average	CDE records Enrollment and graduation records
Dropout rate	Dropout rate lower than the SAUSD average	CDE records Enrollment and graduation records
CAHSEE passing rate	10th grade CAHSEE passing rate of more than 70% during the first test administration of the year	CAHSEE reports



**TABLE 7: Representative Measurable Student Outcomes and Assessment Tools in Core Academic areas**

Curricular Focus	Measurable Outcomes	Assessment Tools
Core Academic Skills (Mathematics)	<p>Ability to solve text-based as well as real-world problems using a variety of mathematics tools and procedures</p> <p>Implement a variety of problem-solving strategies.</p> <p>Develop fluency in basic computational/procedural skills.</p> <p>Communicate precisely about quantities and logical relationships.</p> <p>Make connections among mathematical ideas and between mathematics and other disciplines.</p> <p>Be aware of the range of careers available in mathematics.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CST) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p> <p>MAP Testing (quarterly)</p>
Core Academic Skills (Science)	<p>Work individually and on a team, using scientific inquiry and skills and the scientific method to ask and answer questions about the physical world.</p> <p>Use critical thinking skills to analyze scientific problems and reach conclusions.</p> <p>Effectively communicate results verbally and in writing.</p> <p>Be aware of the range of careers available in science.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CST) (grades 6 – 8) (annual)</p> <p>Portfolios of student work, reports and/or exhibits scored by the teacher using rubrics. (monthly)</p>
Core Academic Skills (Language Arts)	<p>Grade-level and critical reading skills.</p> <p>Knowledge of a coherent body of literature from the traditional canon.</p> <p>Effective and accurate writing skills.</p> <p>Effective verbal communication skills.</p> <p>Critical-thinking skills.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CST) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p>
Core Academic Skills (History - Social Science)	<p>Ability to analyze, explain, and evaluate world, US and world history.</p> <p>Ability to link events in one historical period to another.</p> <p>Effective writing and verbal communication skills.</p> <p>Critical-thinking skills.</p> <p>Critical-reading skills.</p> <p>Understanding of cause and effect.</p> <p>Understanding the importance of belief systems.</p>	<p>Assignments, tests and activities designed by the teacher or using published materials and sometimes scored using rubrics. (weekly, monthly, each semester)</p> <p>State-mandated tests aligned to standards (e.g., CST) (annual)</p> <p>Portfolios of student work, reports and/or presentations scored by the teacher using rubrics. (monthly)</p>

**TABLE 8: Representative Measurable Outcomes and Assessment Tools for Interpersonal Skills**

<b>Skills</b>	<b>Measurable Outcomes</b>	<b>Assessment Tools</b>
Leadership, Collaboration and Cooperation	Incorporate personal management skills on a daily basis. Effective participation in group decision-making processes. Work cooperatively with others and be a team player in achieving group goals. Be able to assume leadership in group tasks.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or exhibits including group assignments.
Self-assessment and Reflection	Describe, analyze and prioritize personal skills and interests that they want to develop. Describe and effectively use the personal qualities they possess that make them successful members of their school and community. Recognize their intelligence types and personal learning styles and employ those styles in their learning and personal development.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored by the teacher using rubrics.
Goal Setting	Set positive academic and non-academic goals. Apply goal-setting skills to promote academic success. Set post-secondary goals with action steps, timeframes, and evaluation criteria. Identify the skills and credentials required for a particular profession and prepare accordingly.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios of student work, reports and/or presentations scored using rubrics.
Critical Thinking and Problem Solving	Implement stop, think, and act strategies in solving daily life problems. Generate alternative solutions to problems and predict possible outcomes. Apply the steps of systematic decision-making in school and life.	End of semester teacher evaluations on student behaviors. Portfolios of student work, reports and/or presentations scored using rubrics.
Self-discipline	Implement a plan to meet a need or address a challenge based on personal strengths and available support from others. Explore career opportunities based on their identified interests and strengths. Show self-esteem based on accurate assessment of self.	End of semester teacher evaluations on student behaviors. Portfolios, presentations and/or exhibits of student work
Citizenship	Personal honesty and integrity. Courage to express their views. Love, respect and loyalty to the United States of America. Understanding and tolerance towards other societies in the world. Participate in multicultural and cross-cultural activities.	End of semester teacher evaluations on student behaviors. Teachers' comments entered into the Student Information System. Portfolios, presentations and/or exhibits of student work, peer competitions

## **B. STATEWIDE ASSESSMENTS**

The Charter School agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests and Common Core tests. Test results will be provided directly to the District.

## C. GRADING & PROMOTION

The primary purpose for grading is to provide feedback to students and parents on the achievement of learning goals. At the Charter School, course report card grades are to be represented in letter-grade equivalent to the percentage earned in each course.

The Charter School’s grading policy will be consistent with the SAUSD’s policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### *Grading Policy*

Students at the Charter School earn grades based on their demonstration of mastery of the California Content Standards. Grades include student performance on in-class work, homework, assessments, and other components as applicable to each content area. Each department will work with the Department Chair in conjunction with the School’s Co-Director to develop specific and consistent weights for each component to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of State Content Standards. The grading standards are school-wide and will be shared with parents and students. Exceptions to this grading policy for students with special needs are based on each student’s IEP.

Table 9 indicates the ways in which letter, percentage, and rubric grades are used at the Charter School and what these grades mean in terms of a student’s level of mastery of the State Content Standards:

**TABLE 9: Grading Policy**

Letter Grade (grades 2-8)	Percentage	Rubric Score (grades TK-1)	Meaning
A+	98-100%	4	A student earning an A in a course is consistently demonstrating advanced levels of mastery with the content standards.
A	93-97%		
A-	90-92%		
B+	88-89%	3	A student earning a B in a course is consistently demonstrating proficiency with the content standards.
B	83-87%		
B-	80-82%		
C+	78-79%	2	A student earning a C in a course is consistently demonstrating basic competency with the content standards.
C	73-77%		
C-	70-72%		
NY80	Below 70%	0 or 1	A student earning less than 70% in a course is not yet demonstrating a basic level of mastery with the content standards and needs to demonstrate mastery of the standards before credit will be earned.

### *ELD Grades*

- 1 = Beginning,
- 2 = Early Intermediate,
- 3 = Intermediate,
- 4 = Early Advanced,
- 5= Advanced

The following is the Charter School’s policy regarding the retention of pupils in grades K–5:

Grades K–2: Any student who is not at benchmark based on (1) reading benchmark assessments or (2) math benchmark assessments or (3) report card grades; Grades 3–5: Students who fail to achieve the minimal level of proficiency (BASIC) in accordance with SBE Section 60648 on MAP tests and/or CST (California Standards Test) in Mathematics or Reading and Language Arts; Grades K-5: Any student who is more than one year behind grade level in mathematics or reading and language arts as determined by the MAP assessments. Kindergarten students will be retained only if the teacher and parent are in agreement that retention is the best intervention to ensure student success.

An identified student who is performing below the minimum standard for promotion shall be recommended by the student’s teacher for retention in the current grade unless the student’s teacher determines in writing that retention is not the appropriate intervention for the student’s academic deficiencies. The teacher’s recommendation to promote is contingent upon a detailed plan to correct deficiencies. At the Charter School, the following steps will be taken prior to a student being retained:

- A letter shall be sent to the student’s parent(s) or guardian(s) by May 1st of each school year informing them that their child is at risk of retention.
- The teacher’s evaluation shall be provided to and discussed with the student’s parent(s) or guardian(s) and the principal before any final determination of pupil retention. The parent(s)/guardian(s) are informed at that meeting that their child is recommended for retention. This meeting is documented with an academic support plan signed by both the teacher and parent/guardian.
- The principal shall make a decision regarding the recommended retention. Upon the acceptance or rejection of the above stated reports by the principal, a letter shall be sent within five school days to formally inform the student’s parent(s) or guardian(s) of the principal’s decision regarding the retention.
- The parent(s) or guardian(s) shall have the right to appeal the decision to the Chief Academic Officer of the District.
- The program design of the Charter School is to ensure that all children succeed. Students who are in jeopardy of retention are individually counseled and given extra help in their specific areas of concern, both in class and through intervention offerings.

### *Report Cards*

Student report cards create a succinct written record of student performance by compiling data from multiple assessments both formal and informal. Report cards are one of several ways to keep parents informed about student performance and to ensure that data collection is regular and consistent. Report cards reflect student achievement toward state standards, and summarize narratives, anecdotal records, attendance data, and information about student participation in class and school life. Results of standardized tests are mailed separately as well as included in the student grade report with explanations designed to help students and parents interpret their relationship to other assessments.

The Charter School will use a standards-based report card that is aligned with the California State Standards. For each academic content area, students are scored on a 1–5 scale, which mirrors the CST scores. ELD also uses the 1–5 scale, but the scores mirror the CELDT scores. The guidelines for all content areas indicate the Proficient Level. Proficient is considered at grade level. To receive a Proficient (4), the expectation is that the student has mastered all the standards indicated in the guidelines for that marking term.

Students will receive a report card three times a year. At the end of the first and second trimester, teachers will arrange a conference to discuss the report card with every parent/guardian. End-of-the-year conferences are prioritized for parents/guardians of students not making progress, low-achieving students, and those being retained. Other parents/guardians are encouraged to attend teacher conferences at the end of the year as well.

Ongoing communication between teachers, parents, and students is an essential component of the Charter School. In addition to progress reports, report cards, and assessment reports, newsletters are distributed monthly and

grade-level meetings occur monthly. Parents can conference with teachers on an informal basis weekly or monthly, and on a formal basis three times per year, to discuss students' progress reports and proficiency levels. Back to School Nights and Open House also take place each year.

### ***Elementary School Grade Promotion***

In grades K through 5, students will receive one of the following marks for their grade level performance on each component or standard in Language Arts, Math, Science, and Social Science.

### ***Intermediate School Grade Promotion***

The Charter School will follow a standard scale to assign letter grades for semester work. Grading is based on a 4.0 (unweighted) scale for regular courses. In grades 6 through 8, for year-long courses, the numerical grades of two semesters will be averaged to determine an end-of-the-year grade. The average numerical grade will then be converted to a letter-grade and grade-point equivalent for GPA calculations. To earn credit, the end-of-the-year grade for the class must be at least a "C" (2.0) or the second semester grade should be at least a "B-" (2.7).

To be promoted to the next grade, an intermediate school student must have a 2.0 grade point average (GPA) and passing end-of-the-year grades in all core courses before the start of the next school year. Core courses are Math, Science, English Language Arts, and History/Social Science.

Students who fail three or more core courses at the end of the year will not be promoted to the next grade. Eighth graders who are not being promoted will not be able to participate in eighth grade promotion activities. Students who fail one or two core courses can attend summer school to make up failed courses during summer. Student transcripts will be updated to include summer grades and GPA will be recalculated.

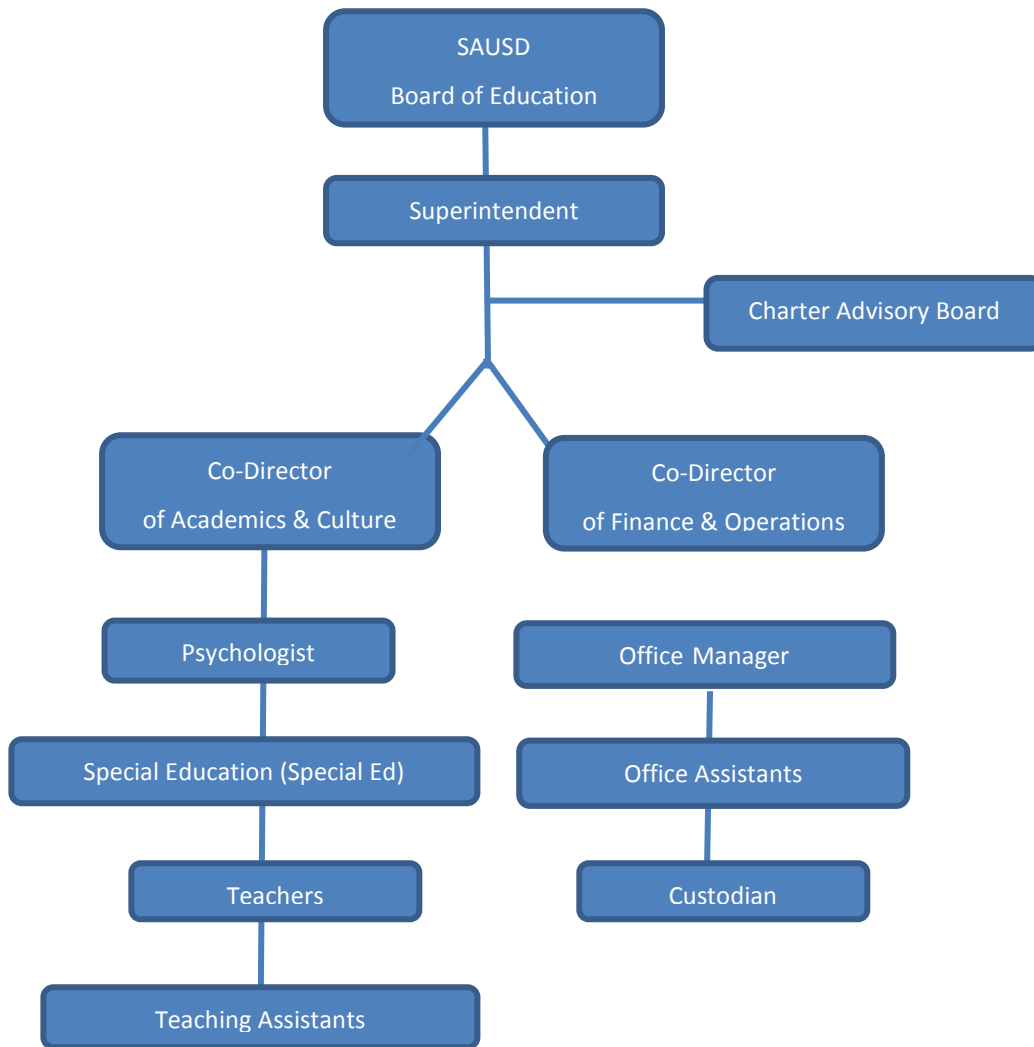
# ELEMENT FOUR | GOVERNANCE

**Governing Law:** The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. *Education Code Section 47605(b)(5)(D)*.

## A. GOVERNANCE OF THE SCHOOL STRUCTURE

The Charter School will be governed by the SAUSD Board of Education. The Charter School Co-Directors will be evaluated by the SAUSD Superintendent. In an effort to additional oversight, the Charter School will create a five-member Advisory Board that will aide in the supervision of the Charter School policies, programs, evaluations, and finances. The Advisory Board members will be determined at least one year prior to the opening of the Charter School, and will be comprised of respected educational professionals and/or business partners, and at least two parents of Charter School students.

**EXHIBIT 3:** Organizational Chart:



## **B. SCHOOL LEADERSHIP**

Refer to the Collective Bargaining Agreement between the SAUSD and Santa Ana Educators' Association in Appendix A.

## **C. PARENTAL INVOLVEMENT**

The Charter School strongly encourages parents to participate in and share the responsibility for their children's educational process and educational. Studies have shown that students whose parents are involved in their education generally have higher grades, better attendance, higher homework submission rates, higher graduation rates, and a better chance of continuing with their education after graduation. The Charter School will work with parents to make them aware of the importance of their involvement in their children's education through some combination of the following activities:

- By having representatives on the Charter School Advisory Board, parents will play an active role in developing local school policies, leading efforts to engage the support of the community, making recommendations about issues related to the school, and reviewing parental and community concerns.
- Parents complete a survey each year evaluating the strengths and weakness they identify with the program.
- There will be various opportunities for parents to volunteer. For example, they may help in classrooms, lead extra-curricular activities, assist in event planning, tutor, assist with lunch distribution, and attend field trips. It is not required, but expected, that parents will contribute a minimum of 10 hours per year to the school.
- Teachers will meet one-on-one with parents of low-achieving students on an as needed basis to ensure the proper supports are in place for the student.
- Communications with parents, whether about school policies and programs or about their own children, will be frequent, clear, and two-way. This will include community outreach meetings in native languages. Students will assist staff with helping parents understand the link between education and career opportunities.
- Individualized student and parent advisory sessions: Each of our teachers and mentors will be assigned to a small group of students. They will arrange two to four meetings at school during the school year to discuss their students' academic achievements.
- Parents will also be collaborators in the educational process. The Charter School will provide an opportunity for parents to participate in their child's education, receive technology training, enroll in empowerment classes and provide input into school operations.
- Parents of participating students will also be involved as: project team members, guest lecturers, content evaluators and peer leaders in community outreach/recruitment activities.
- Each trimester, parent workshops on improving student study skills and college preparation will be offered. Also, the Charter School will encourage parents to form a parent committee. The school will also work with parents to develop and adopt a set of parent involvement policies and strategies.

## **D. GRIEVANCE PROCEDURE FOR PARENTS & STUDENTS**

The Charter School will designate at least one employee at each site to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

The Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

The Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.



## ELEMENT FIVE | EMPLOYEE QUALIFICATIONS

**Governing Law:** The qualifications to be met by individuals to be employed by the school. *Education Code Section 47605(b)(5)(E)*.

The Charter School employs a group of professionals passionate about educating all students and dedicated to fulfilling our college preparatory mission. Education research consistently demonstrates that teacher quality has the most significant impact on student achievement. As a result, it is a top priority to recruit, select, hire, train, support, and retain the best teachers, administrators, and support staff available.

### *Equal Opportunity Employer*

The Charter School believes that all persons are entitled to equal employment opportunity. The Charter School shall not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

## A. QUALIFICATIONS, CONDITIONS & BENEFITS

### *Credentials*

All teachers at the Charter School will follow credentialing requirements described in the California Education Code. Teachers of core content areas (English Language Arts, Math, Science, and Social Studies) are required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. All teachers working with ELs must possess an EL authorization from the California Commission on Teacher Credentialing (CTC) or authorization allowed under California Education Code such as an Emergency CLAD/BCLAD Permit from the CTC. The Charter School will seek to minimize our use of Emergency Credentialed Teachers.

The Charter School may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instruction support staff will not assign grades or approve student work assignments without the approval of a teacher except in non-core courses and activities. All non-instructional staff will possess experience and expertise appropriate for the position within the school.

### *Employee Records & Background Checks*

The Charter School will comply with all State and Federal laws concerning the maintenance and disclosure of employee records. Copies of each teacher's credentials are kept on file in the main office and are readily available for inspection. School administration will review teacher credentials annually.

The Charter School complies with California Education Code 44237 and 45125.1 regarding the requirement to fingerprint and obtain background clearance of employees. Prior to the first day of work with students, the Charter School will process all background checks through LiveScan, administered by the United States Department of Justice.

In addition, all employees must provide:

- Up-to-date medical clearance of communicable disease and a negative Mantoux Tuberculosis (TB) test.
- A full disclosure statement regarding a prior criminal record
- Documents establishing legal employment status
- Contact information for at least two (2) professional and one (1) personal reference

### *Employee Welfare & Safety*

The Charter School complies with all Local, State, Federal, and relevant District policies concerning employee welfare, health, and safety issues. These include, but are not limited to, the requirement for a drug- and tobacco-free workplace and child abuse awareness and reporting.

## **B. THE RECRUITMENT & SELECTION**

### *Teacher Recruitment*

The Charter School recruits qualified teachers to successfully implement the school’s mission. Teacher recruitment includes job listings posted on a variety of teacher recruiting sites, including the California Charter School Association, Teach For America, Ed-Join, and the Association for Supervision and Curriculum Development.

### *Staff Selection*

The Charter School utilizes a strenuous screening process to ensure selection of the highest quality staff. The SAUSD hires the school’s Co-Directors. All other staffing decisions will be made by the Co-Directors in collaboration with SAUSD staff.

Our selection process includes:

1. Development of job qualifications and a thorough job description
2. Posting of job openings and participation in career fairs
3. Request of a resume, cover letter, and short essay responses
4. Short introductory interview (in-person or by phone)
5. Sample teaching lesson followed by debrief
6. Extensive interview with multiple members of the school’s existing staff
7. Verification of credential and previous employment, State and Federal background checks, and professional and personal reference checks of strong candidates
8. Offers of employment to the strongest candidates

The selection procedures shall not discriminate on the basis of race, sex, religion, color, national origin, ancestry, physical or mental disability, medical condition, status as Vietnam-era veteran or special disabled veteran, marital status, age (40 and above), sexual orientation or any other basis protected by federal, state, or local law or ordinance or regulation.

### *General Qualifications*

All faculty and staff must possess a firm belief in our mission and core instructional beliefs, exemplary personal character, and critical professional qualifications. Ideal candidates for employment at the Charter School, regardless of their position, must consistently demonstrate the following:

- Unwavering belief in and commitment to fulfill the Charter School’s mission
- Embodiment of the Charter School’s PRIDE values—preparation, respect, integrity, determination, and enthusiasm
- In-depth knowledge of and enthusiasm for classroom technology and STEM areas
- Eagerness to use hands-on, project-based instructional methods utilizing technology on a daily basis

- Ability to prioritize and manage multiple tasks
- Ability to effectively handle challenging situations with students, parents, and faculty
- Desire to work as a member of a collaborative team
- Willingness to have frequent and honest dialogue about job performance
- Modeling lifelong learning by engaging in individual professional development
- Demonstrated commitment to academic excellence and high standards—for themselves, their students, and their colleagues
- Experience working with urban student populations (preferred)
- Strong oral and written communication skills
- Use of data to inform decisions and drive continuous improvement
- Comfort with basic Microsoft Office applications
- Regular, punctual attendance and professional appearance
- Appropriate California credentials and qualifications required by No Child Left Behind

### *Job Descriptions for Key Personnel*

The staff of the Charter School will include the following key personnel:

- Co-Director for Academics and Culture (Principal)
- Co-Director for Finance and Operations
- Office Manager and office assistants
- Teachers
- Psychologist

The following job descriptions outline the key positions at the school, including their qualifications and responsibilities. Job descriptions will be revised as necessary to reflect the needs of the school.

#### *1. Co-Director for Academics and Culture (Principal)*

The Co-Director of Academics and Culture will be the candidate with the most expertise in quality curriculum, non-traditional instruction, administration, working with historically underserved populations and motivating parents. Further, the Principal will have extensive classroom experience and a respect for quality, innovative teachers with high-tech and STEM specialties. The Principal will also be instrumental in developing partnerships with local businesses and higher education partners as part of the school’s unique program offering opportunities for internships, leadership, public speaking, and college and career pathways. By hiring adequate support staff and through the support services of the district, the Principal will have more time to serve as a mentor teacher, interact with students and parents and effectively deal with and follow-up on academic and disciplinary problems.

The Co-Director of Academics and Culture will work in with the Co-Director of Operations and Finance to advance the school’s mission. He/she will be directly accountable to the Superintendent for the school’s rigorous culture and academic success.

As the instructional leader of the Charter School, the individual who assumes the position of Co-Director for Academics and Culture must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Providing day-to-day leadership of the school
- Recruitment, hiring, assignment, evaluation, and firing of all instructional staff
- Providing high quality professional development for teachers and support staff
- Developing and managing the school’s instructional leadership team (Assistant Directors, Dean, Special Education Coordinator, and Teacher Leaders)
- Overseeing school-wide transition to the Common Core State Standards
- Overseeing standardized testing coordination

- Utilizing student assessment data to maximize student achievement
- Building and maintaining a school culture based on the school’s values—preparation, respect, integrity, determination, and enthusiasm
- Enforcing student discipline policies
- Managing the school’s special education program
- Developing internal and external academic goals, evaluating school performance on multiple measures, and adjusting program elements accordingly
- Evaluating, selecting, and/or overseeing creation of high-quality curricula
- Preparing and presenting thorough and accurate monthly academic reports to the Board, including student progress toward specific benchmarks identified by the Board
- Ensuring the physical and emotional safety of all students and employees

In addition to the general expectations of all school employees, this Co-Director should possess:

- At least three years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement
- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles preferred
- Understanding of statistical data and analysis, particularly with student achievement data
- Master’s Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

## *2. Co-Director for Finance & Operations*

The Co-Director of Operations and Finance at the Charter School will work with the Co-Director of Academics and Culture to advance the school’s mission. He/she will be directly accountable to the Superintendent for the school’s financial stability and organizational viability.

As the operational leader of the Charter School, the individual who assumes the position of Co-Director for Finance and Operations must be prepared to successfully carry out many different tasks, including, but not limited to the following:

- Recruitment, hiring, assignment, evaluation, and firing of all non-instructional support staff
- Recruitment of students, including coordinating a random public lottery, when needed
- Implementing effective communication processes with all stakeholders
- Creating structures for meaningful parental involvement
- Overseeing the annual budget and monthly cash flow, and ensuring sound financial conditions
- Overseeing acquisition and maintenance of the school site
- Managing relationships and overseeing the work of contracted service providers
- Advocating on the school’s behalf and serving as the school’s primary spokesperson to all external audiences, including investors, media, community partners, local leaders, elected officials, and the Santa Ana Unified School District
- Work with the Advisory Board to develop and implement a fundraising strategy and plan
- Ensuring the school follows all applicable District policies and State and Federal laws

In addition to the general expectations of all school employees, this Co-Director should possess:

- least two years teaching experience and two years leadership experience, ideally in urban and/or charter schools
- Demonstrated classroom success
- Demonstrated experience managing and leading adults toward increased student achievement

- Knowledge of applicable education laws and regulatory compliance
- Knowledge of school finance, budgetary planning, and accounting principles
- Understanding of statistical data and analysis, particularly with student achievement data
- Master’s Degree in Education or related field
- Administrative credential or comparable school leadership training preferred

### *3. School Psychologist*

The School Psychologist will maintain compliance will guidelines regarding the assessment, reporting, and services provided to students with Individualized Education Programs (IEPs). He/she will also use therapeutic skills to help students understand and deal with social, behavioral and personal problems that may be affecting particular students in the classroom. The psychologist will work with individual students, families and groups, and he/she will also function as an integral part of the special education department and the larger school team. This role is integral in supporting students toward better coping with their daily stresses while functioning in an academically rigorous environment. The Psychologist reports to the District Special Education Administrator.

The School Psychologist will:

- Guide students to develop problem solving and coping skills. Help student/family gain insight into their issue of concern and create an action plan
- Create new or use existing paperwork (Consent form, Release of Information, Intake Questionnaire, Basic Information Sheet, Student File Checklist) needed to obtain parental/client consent for treatment
- Collect information through interviews (initial intake, collaboration with outside professionals working with the student, etc.) and observations
- Assess safety and follow protocol in crisis situations
- Evaluate the effectiveness of counseling and client progress in resolving identified problems and moving toward identified objectives
- Maintain confidentiality, unless there are special circumstances to break confidentiality, as in the case of danger to self or others

Specialized Qualifications –

Required:

- Candidate must possess a graduate degree in school psychology
- Candidate must also possess a valid school psychological services credential
- Experience working with urban middle school students and their families
- Knowledge of applicable special education laws and regulations
- Experience conducting psychological assessments, writing comprehensive reports, participating in IEP meetings, and providing individual and group counseling

Preferred:

- Fluency in Spanish
- Experience working with families, doing family counseling, leading parent workshops, etc.
- Knowledge of external resources to support students and families outside of the school day/structure
- Experience as a classroom teacher in an urban setting

### *4. Special Education Teacher*

The special education teacher will work with and report to the District Special Education Administrator to operationalize the mission of the Charter School and ensure high-quality special education services for students.

The special education teacher's primary duties include:

- Providing pull-out and push-in Special Ed services for students with Individualized Education Plans (IEPs)
- Drafting IEPs and ensuring compliance with all components of the IEP
- Ensuring that all service minutes are provided and appropriately documented through meticulous special education records
- Monitoring progress toward IEP goals and providing parents with frequent progress reports
- Scheduling, preparing for, and facilitating IEP meetings
- Meeting regularly with other members of the special education to collaborate and share best practices
- Collaborating with general education teachers to ensure academic success of special education students within the classroom
- Coordinating with the general education team to ensure students are provided an effective Student Success Team (SST) process
- Completing other tasks as directed by the Special Education Coordinator or Co-Director for Academics and Culture

In addition to the general expectations of all school employees, the special education teacher should possess:

- Valid Resource Specialist Program credential through the CA Commission on Teacher Credentialing, including authorization to work with English language learners
- Working knowledge of special education law, documentation, and best practices
- Effective communication with parents, especially conflict resolution
- Successful teaching and/or special education experience, ideally with urban youth, as evidenced by strong achievement data and strong classroom relationships, preferred
- Working knowledge of content standards and curricular materials for the grade span for which he/she will be responsible, preferred
- Master's degree in special education or related field, preferred

## *5. Teachers*

Teachers at the Charter School perform the most critical work of our school—the daily instruction, evaluation, and support of our students. Teachers will report to the Co-Director for Academics and Culture or Assistant Director.

A Charter School teacher's primary duties include:

- Planning and delivering thorough, challenging, standards-based lesson that ensure all students master required content
- Assessing students daily through informal measures and at least one formal test or quiz each week
- Creating comprehensive chapter and/or unit tests, as well as cumulative final exams
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Completing other tasks as directed by the Co-Directors

In addition to the general expectations of all school employees, the teachers should possess:

- Bachelor's degree (advanced degree preferred)
- Appropriate California teaching credential, including English Learner Authorization
- Fulfillment of all criteria set forth to be considered Highly Qualified under NCLB
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Experience as a classroom teacher with demonstrated quantifiable and objective student performance gains that surpass state or local averages
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

### *6. Teaching Assistant*

A Teaching Assistant at the Charter School supports the teachers in the daily instruction, evaluation, and supervision of our students. Teaching Assistants report to the Teacher to whom they are assigned.

A Teaching Assistant at the Charter School's primary duties include:

- Collaborating with teachers to plan and delivering small group lessons and activities that ensure all students master required content
- Assessing students and tracking results to inform lessons
- Reinforcing school-wide rules and expectations in classrooms and elsewhere on campus
- Providing supervision before- and after-school and at lunch and/or recess as assigned in order to maintain student safety
- Reflecting continually in order to ensure a culture of high academic and behavioral standards
- Communicating effectively with students, parents, and colleagues
- Using detailed data analysis of student performance to inform best practices
- Identifying students who are academically at risk and initiating effective intervention strategies
- Translating for parent meetings, conferences, and events as needed
- Completing other tasks as directed by the Co-Directors, including administrative office tasks

In addition to the general expectations of all school employees, the teachers should possess:

- Associate's Degree
- Evidence of successful management of an urban classroom using structure and high expectations to drive student success
- Ability to work with a variety of learning abilities, including those with special needs and low skill level in a heterogeneously grouped classroom setting
- Demonstrated ability to work well in a team, especially with parents and community members

### *7. Office Manager*

The Office Manager of the Charter School will ensure the efficient operation of the school's main office and work with members of the administrative team to ensure the success of the school. The Office Manager will report to the Co-Director for Finance and Operations.

The Office Manager's primary duties include:

- Performing the duties of the Office Assistant in his/her absence, including reception, clerical, and student supervision duties.
- Implementing systems to support the work of teachers and administrative staff
- Working with the Operations Managers and back office support provider to prepare various district, state, and federal reports
- Independently, or in accordance with administrative instructions, developing school communications in English and Spanish based on a thorough knowledge of school policies, regulations, and operational procedures
- Translating for parent meetings and school events
- Preparing and maintaining a variety of student and school records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Maintaining a neat, organized office environment
- Assisting in the coordination of special events
- Overseeing and evaluating the Office Assistant
- Assisting the Co-Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- A minimum of an Associate's Degree or two years of college
- A minimum of two years' experience in a similar position
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- Experience in an educational setting preferred

### *8. Office Assistant*

The Office Assistants at the Charter School will be the school's front desk receptionist and will support members of the administrative team to ensure the success of the school. The Office Assistant will report to the Office Manager.

The Office Manager's primary duties include:

- Monitoring the school's entryway, greeting parents and visitors, and ensuring school safety
- Performing clerical duties, including data entry, mail correspondence, office supply inventory, and answering phones
- Attending to students who are ill or injured
- Student supervision during arrival, recess, lunch, dismissal, etc., as directed by Co-Director
- Maintaining attendance records, including monitoring and following up with families about excessive absences and/or tardies
- Maintaining a neat, organized office environment
- Translating for parent meetings and school events
- Processing student enrollment paperwork
- Preparing and maintaining a variety of student records
- Maintaining and operating a variety of office equipment, such as the copy machine, printers, fax machine, and scanners with speed and accuracy
- Overseeing parent volunteers and other school guests



- Assisting in the coordination of special events
- Assisting the School Directors and members of the administrative team, as directed

In addition to the general expectations of all school employees, the Office Manager should possess:

- Exemplary communication skills in English and Spanish, including impeccable grammar and fluency
- Strong public relations skills with a variety of constituencies
- Demonstrated proficiency with letter and report writing, accurate mathematical calculations, word processing, record keeping, and data collection systems
- Ability to quickly and accurately perform clerical duties such as data entry, filing, maintaining systems, proofreading, and operating office equipment
- A minimum of an Associate's Degree or two years of college
- Experience in an educational setting preferred

### ***Staff Compensation & Benefits***

The Charter School's salary schedule is the salary scale of the SAUSD. A comprehensive benefits package (medical, dental, and retirement), consistent with the SAUSD's, is included as part of each full-time employee's compensation.

### ***Staff Evaluations***

The purpose of evaluation is to improve instruction. The SAUSD Superintendent would conduct an annual performance review of the Charter School Co-Directors. The Co-Directors are responsible for completing all other annual staff evaluations, based on an evaluation process that includes multiple measure of performance, including annual formal observations, monthly informal observations, staff self-reflection, and student achievement data (for teachers). Site administration will assist teachers in meeting the California Standards for the Teaching Profession.

## ELEMENT SIX | HEALTH & SAFETY

**Governing Law:** The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. *Education Code Section 47605(b)(5)(F)*.

The health and safety of the Charter School staff and pupils is a high priority for the school. The school will follow all required safety regulations including emergency policies and procedures. The Charter School will comply with all applicable health and safety laws and regulations. The Charter School will operate as a drug, alcohol, and tobacco free workplace. The Charter School has adopted and implemented a comprehensive health and safety plan to create a safe and secure learning environment, keep it on file for review and train its staff annually on the safety procedures outlined in the plan. It will be the task of the school administration to monitor all activities consistently to provide safety and security for the students. For this purpose, a “team-on-duty” will be created among teachers and assistant teachers to supervise students at all times.

The school will comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools.

The health and safety policies include, but are not be limited to, the following topics:

### A. SITE SAFETY

#### *Building Code*

The Charter School facility will comply with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which the Charter School is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed Charter School facility. The Charter School will implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. The Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. The Charter School will adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504). See Element 18 for additional information on the Charter School facilities.

#### *Asbestos Management*

The Charter School will comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

#### *Drug Free • Alcohol Free • Smoke Free Environment*

The Charter School will function as a drug, alcohol and tobacco free workplace.

#### *Workplace Safety*

All employees are responsible for their own safety, as well as that of others in the workplace. The Charter School will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on the Charter School’s premises, or in a product, facility,

piece of equipment, process, or business practice for which the Charter School is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On a periodic basis the Charter School will issue rules and guidelines governing workplace safety and health in its employee handbook. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance as described in the Charter School's employee handbook will not be tolerated.

## **B. STAFF & STUDENT SAFETY MEASURES**

### ***Criminal Background Checks***

Each employee and contractor of the school will submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237 and 45125.1. Employees and contractors will submit fingerprints to the Department of Justice via LiveScan processing. Employees will not start working until results are received from the Department of Justice and they are cleared to begin work. The Principal of the Charter School shall monitor compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### ***Comprehensive Sexual Harassment Policies & Procedures***

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct).

### ***Child Abuse Reporting***

The Charter School employees are mandated reporters and will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. The Charter School staff must report to the proper authorities if they suspect the following occurring to a student:

- Sexual assault
- Neglect
- Willful cruelty or unjustifiable punishment
- Cruel or inhuman corporal punishment or injury
- Abuse in out-of-home care

The reporting person need only to "reasonably suspect" that abuse or neglect has occurred. The reporting person does not have to prove abuse. The Principal will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is

their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Principal and proper law enforcement of child protective services.

All suspected cases of child abuse will be brought to the Principal and proper law enforcement of child protective services. A written report of the situation will be completed and either the Department of Child Support Services or the Police Department will be immediately notified. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or the Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, the Charter School staff will obtain the contact information of the agency person removing the child. This information will be placed in the student's record and be available to the parent/guardian.

## **C. MEDICAL PLANS**

### ***Immunizations & Tuberculosis Testing***

All enrolling students and staff will provide records documenting immunizations to the extent required for enrollment in non-charter public schools pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Regulations Section 6000-6075. Records of student immunizations shall be maintained. The Charter School will comply with education Code Section 49406 with regard to tuberculosis testing.

### ***Prescription Medications***

Students requiring prescription medications and other medicines during school hours will be accommodated as per Education Code Section 49423. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week's notice to alert them that additional medication is needed.

### ***Vision, Hearing & Scoliosis Testing***

Students will be screened for vision, hearing and scoliosis to the same extent as would be required if the pupils attended a non-charter public school. The Charter School will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the school.

### ***Diabetes***

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students. The information sheet shall include, but shall not be limited to, all of the following:

- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs

- associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

### ***Blood Borne Pathogens***

The Charter School will meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board will establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will follow the latest medical protocol for disinfecting procedures.

## **D. EMERGENCY PLANS**

### ***Emergency Situations***

The Charter School will utilize its School Safety Plan in responding to emergency situations. The plan will be reviewed each year and updated as necessary. The Charter School will ensure that the staff has been trained in health, safety, and emergency procedures. Staff will receive internal memos regarding relevant health and safety issues. Schoolwide drills in preparation for fires, earthquakes, intruders on campus, or other emergency/disaster situations will be conducted at regular intervals throughout the year. The Charter School will create and maintain a record of each drill. Additionally, important safety and health topics will be addressed in the School’s newsletter.

### ***Fire Drills***

The Charter School will comply with the Education Code Section 32001 in regards to conducting fire drills not less than once every calendar month at the elementary level, at least four times every school year at the intermediate levels, and not less than twice every school year at the secondary level. The Office will maintain a record of each drill conducted with the amount of time it takes for complete evacuation.

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building. Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll to ensure that all students are accounted for and be prepared to identify missing students to the office staff and the administrators. Students will remain with their teachers at the designated evacuation area until the administrative staff gives the “all clear” signal. In a successful fire drill, orderly evacuation begins immediately and is completed within five minutes of the initial alarm. The students and staff will then return to their appropriate classrooms and the teachers will take roll once more. Missing students will be reported to the attendance office.

### ***Earthquake & Other Disaster Drills***

The Charter School will comply with the Education Code Section 35297 in regards to holding a “drop procedure” practice at least once each school quarter in elementary schools and at least once a semester in secondary schools. The Charter School shall conduct disaster drills to prepare students and staff for any

seismic activity and other disasters. The practice drills include the “duck, hold, cover” procedure. A disaster drill commencing with the “duck, hold, cover” procedure will be initiated by an announcement over the intercom. Students and staff will hear, “This is an emergency drill. Duck, hold, and cover.” Teachers will then turn off the lights and have students get under a desk/table or against the wall away from the windows. Students are to remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck, hold, cover” procedure immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an “all clear” or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other natural disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

The Charter School has prepared general classroom safety rules to help make classrooms safer in the event of serious seismic activity. This list of rules advises teachers, for example, to have their emergency clipboards readily available near the entrance/exit to their classrooms, instructs teachers-and staff-not to store heavy objects on top of cabinets, exits and ways of travel are to be kept free of obstructions and have their earthquake buckets at a visible location in the classroom. The Charter School also participates in the Great California ShakeOut, a statewide program that helps people and organizations prepare for major earthquakes, and also practice how to respond when they happen.

### ***Bomb Threats***

Every person receiving the call must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance. Therefore, the person receiving the threat will get as much information as possible from the caller. This includes the time of the day, wording of the message, background noises, quality of the voice and information about where the bomb is, what time it will go off, etc. The person receiving the threat should delay the caller as long as possible while s/he alerts another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter notify the police via 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “safe school drill” will be given over the intercom and evacuation procedures will be followed. The office staff will coordinate information requests from/to law enforcement, the telephone company, and the parents/guardians. If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages without alarming students. All unassigned staff will report to the office for assignments

such as searching offices, bathrooms, and all other common areas including outdoor facilities.

### ***Evacuation Plan***

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “safe school drill” over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their emergency clipboards that include class attendance rosters with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site. Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities, will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

## **E. ADDITIONAL**

### ***Indemnification***

With the exception of the District’s indemnification obligations related to the District’s provision of special education services as specifically described in the charter thus far, and with the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District Personnel”) against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity which may in any way arise out of or in connection with performance under the Charter by the Charter School, their advisory board, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. The Charter School and its Board’s obligation to defend the District and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claim, demand, action, cause of action, or suit.

### *Insurance*

As a District-sponsored charter, the Charter School will be insured under SAUSD's insurance policy. The proposed Charter development will add property and buildings under the District's ownership, and would be added to the District's insurance policy. The District is insured under the Alliance of Schools for Cooperative Insurance Programs for property coverage. Should the District have a loss with a \$25,000 Self-Insured Retention on an occurrence, the coverage limit will be the replacement cost. The District's premium is based on a property appraisal that is done every five years and on annual trending.

### *Auxiliary Services*

The Charter School administrative staff will conduct annual reviews to ensure all applicable auxiliary services are safe (food services, custodial services).



## ELEMENT SEVEN | RACIAL & ETHNIC BALANCE

**Governing Law:** The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. *Education Code Section 47605(b)(5)(G)*.

Students from all areas of SAUSD and the INDA will be recruited, with a goal of creating an economically and ethnically diverse student population. The Charter School will advertise to the entire SAUSD community and draw students that are attracted to the unique K-8 STEM program. The Charter School aims to attract students from all cultural backgrounds within SAUSD, especially the Latino ethnicity. Historically, the number of Latino students pursuing careers in STEM areas has been low. A notable cause of these low numbers is that Latino students have inadequate exposure to STEM curriculum. The Charter School will provide a unique program to a largely-Latino student population of SAUSD in the hopes of educating and inspiring students to pursue STEM-related careers in today's technology-driven economy.

The Charter School will implement a special recruitment process to achieve racial and ethnic balance among its students that reflects the general population residing in the geographic boundaries of the District. This process involves the following:

- Hold discussions and distribute application materials at places where diverse populations may be reached in the target area, including community centers, neighborhood meeting areas, and existing schools
- Distribute materials in English and Spanish to reach the limited English proficient populations that exist in the target area;
- Employ bilingual individuals who specialize in public relations with underrepresented communities and neighborhoods
- Host Open Houses and provide tours of the school
- Monthly or biweekly public presentations;
- All means of advertising will be used, such as electronic media, flyers, and direct mail
- Distributing flyers at playgrounds, recreation centers and/or sports clubs in our neighborhood
- Direct mailing to the parents/guardians who have children in targeted age groups

The Charter School will maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school. Such data may drive additional recruitment measures should the data indicate that the racial and ethnic distribution is not reflective of the surrounding communities. The Charter School will also document the efforts made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

## ELEMENT EIGHT | ADMISSION REQUIREMENT

**Governing Law:** Admission requirements, of the charter school, if applicable. *Education Code Section 47605(b)(5)(H)*.

### *Legal Assurances*

Charter schools are schools of choice and admissions policies will reflect this compliance with state and federal requirements. In accordance with Education Code Section 47605(d)(2)(A), the Charter School will admit all students who wish to attend, up to the school's enrollment capacity.

The Charter School will:

- Be non-sectarian in all areas of operations, including student admission
- Not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).
- Not charge tuition
- Accept all students who are California residents that wish to attend the Charter School, regardless of their place of residence within the state
- Not require any pupil to attend the Charter School
- Not require any test or assessment prior to acceptance and enrollment in the Charter School
- Not enroll pupils over 19 years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements
- Comply with all laws establishing minimum age for public school attendance

The Charter School will adhere to all provisions of No Child Left Behind regarding:

- Receiving students from Program Improvement schools as part of Public School Choice.
- Providing the Co-Directors' attestation of highly qualified teachers and paraprofessionals.
- Meeting the needs of "at-risk" students if the school is designated a targeted assistance school.

### *McKinney-Vento Homeless Assistance Act*

The Charter School will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. The Charter School will include specific information in their outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a District standard contact number to access additional information regarding enrollment. A student's IEP will never be required prior to participation in any attendance lottery or as a condition for enrollment.

### *Priority Enrollment*

The main objective of the Charter School is to house students generated from the INDA. Priority enrollment will be given to students that reside in this area. Second enrollment priority will be given to SAUSD students attending other SAUSD impacted (overcrowded) schools. Third enrollment priority will be given to SAUSD

students attending any other SAUSD schools. Any other students that choose to attend the Charter School will be admitted as facility capacity allows. If Irvine Unified School District (IUSD) students in the vicinity wish to enroll, they will first be required to obtain an inter-district transfer release from IUSD.

At full capacity, the Charter School will serve 600 students in grades K-8. If the number of students who wish to attend the Charter School exceeds the school's capacity, enrollment preferences will be given as on a lottery basis.

The following is a description of the random enrollment lottery process, if needed:

The Charter School will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery through mail, e-mail, school website, phone, and other available outlets prior to the lottery date.

Enrollment preferences in the case of a lottery will be given in the following order:

- Siblings of existing students
- Children of Board members or children of employees of the Charter School
- Students who reside within SAUSD attendance boundaries
- All other students permitted by law

In the lottery, all names are drawn and listed in order, separately, for each grade level. Once the school capacity is met, the remaining students' names will continue to be drawn randomly and placed in the order they are drawn on the waiting list. The students who do not apply in the open enrollment period are added to the end of the waiting list in the order they applied. All waiting lists expire annually at the end of the formal academic year. The Charter School will maintain auditable records of the above activities.

Notifications of admission status will be communicated through mail and phone calls to all applicants. Enrollment packets will be sent to admitted students; students not admitted will be informed of their waiting list priority number as determined by the admissions lottery or application order.

If the enrollment packets are not returned within 10 business days from the date of postage, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. In addition, the Charter School shall attempt on at least two separate occasions to contact the parents/guardians of promoted students by telephone. Those families not returning the enrollment packets within the 10-day period forfeit their right to enroll their student in the Charter School for that school year, and an admission notice will be mailed to the next student on the waiting list.

## ELEMENT NINE | ANNUAL FINANCIAL AUDITS

**Governing Law:** The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. *Education Code Section 47605(b)(5)(I)*.

Annually, the Charter School will use the District's state-approved independent financial auditor and a Certified Public Accountant to produce an annual financial statement and audit. The Charter School will maintain auditable records and other evidence pertaining to costs incurred throughout the charter period for at least seven years. These audits will be conducted pursuant to State Superintendent of Schools and federal regulations. The audit will verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and review the school's internal controls.

To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. Upon completion, a copy of the auditor's findings will be forwarded to the SAUSD Deputy Superintendent of Business and Board of Education. The Deputy Superintendent will review any audit exceptions or deficiencies, then recommend ways for the Charter School's Co-Directors to resolve them. The Co-Directors will then report back to the Board how the exceptions and deficiencies have been or will be resolved.

The Charter School will utilize the district's written contract administration system that ensures that all contractors, including consultants, perform in accordance with terms, condition and specifications of all state contract procurement regulations.

The Charter School will compile and provide to the Board an annual performance report. The Charter School staff and the Board will jointly develop the content, evaluation criteria, timelines, and process for the annual performance reports. This report will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques specified herein. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- A summary of major decisions and policies established by the school during the year.
- Data on the level of parent involvement in the school's governance and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the school and their qualifications.
- A copy of the school's health and safety policies and/or a summary of any major changes to those policies during the year.
- Information demonstrating whether the school achieved its goal of recruiting a racially and ethnically balanced student population.
- An overview of the school's admissions practices during the year and data specifying the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
- Analyses of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the charter.

In Element 17, “Proposed Budget and Cash Flow,” please find the following:

- Projected operational budgets for five years of operation
- Cash flow projections for five years of operation

These documents are based upon the best data available to the Petitioners at this time.

### ***Financial Reports***

The Charter School guarantees to provide reports required by the SAUSD as outlined below:

- CBEDS (California Basic Educational Data System)
- ADA (Average Daily Attendance) reports J18/19
- SARC (School Accountability Report Card)
- Each fiscal year an independent audit will be conducted of the financial affairs of the Charter School to verify the accuracy of the school's financial statements, attendance and enrollment accounting practices, and internal controls.
- Pursuant to AB 1137, the Charter School will provide any necessary financial statements to SAUSD, the Orange County Department of Education (OCDE), and California Department of Education. Additionally, the following reports will be submitted to SAUSD, in the required format and within timelines to be specified by SAUSD each year:
  - Final Budget – Spring prior to operating fiscal year
  - First Interim Projections – November of operating fiscal year
  - Second Interim Projections – February of operating fiscal year
  - Unaudited Actuals – July following the end of the fiscal year
  - Audited Actuals – December 15 following the end of the fiscal year
  - Classification Report – monthly according to the School’s calendar
  - Statistical Report – monthly according to the School’s calendar of reports

## ELEMENT TEN | SUSPENSION & EXPULSION

**Governing Law:** The procedures by which pupils can be suspended or expelled. *Education Code Section 47605(b)(5)(J)*.

The Charter School's policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements stipulated within Education Code and Penal Code.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will clearly describe discipline expectations, and it will be printed and distributed as part of the Student Handbook which is sent to each student at the beginning of the school year. The Charter School administration shall ensure that students and their parents/guardians are notified as part of the Student Handbook of all discipline policies and procedures. Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom The Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom The Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

### *Progressive Positive Discipline*

The Charter School will act in accordance with the District's Positive Behavioral Interventions and Supports (PBIS) program that acknowledges and encourages positive student behavior and improvements. Parents will be informed of positive behavior and improvements via phone, email, and home visits. Students will receive certificates and/or rewards for outstanding performance and behaviors.

## *Enumerated Offenses*

Students may be suspended or expelled for any of the following acts when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force of violence upon the person of another, except self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying, including bullying by means of electronic act, as defined in Education Code Section 48900.
- Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person

reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 6 to 12, inclusive.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

The Charter School principal or the superintendent of schools shall recommend the expulsion of a pupil pursuant to Education Code 48915:

(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of



possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

### *Suspension Procedure*

Suspensions shall be initiated according to the following procedures:

#### *1. Conference*

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

#### *2. Notice to Parents/Guardians*

At the time of suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

##### *1) Suspension Time Limits/Recommendation for Placement/Expulsion*

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Notice of suspension and the reasons for the suspension will be given to the student and the parent in writing. If a student is suspended, s/he will not have any opportunity to make up

work that s/he misses during the suspension. If a student receives two (2) suspensions; third disciplinary action that requires another suspension may automatically start the expulsion process. Students and parent/guardian may appeal a suspension within one (1) school day of the suspension. This appeal will be made to the Principal and heard by a discipline committee.

The student may not attend classes until the appeal is heard, but they will be able to turn in work for the classes they miss while waiting for the appeal and receive credit for that work. All discipline committee hearings on suspensions will be held within two (2) school days of the appeal being made. The decision of the discipline committee is final.

Upon a recommendation of Placement/Expulsion by the Principal or Principal's designee, the student and the student's guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

### ***Expulsion Procedure***

A student may be expelled either by the Santa Ana Board of Education following a hearing before it or by the Santa Ana Board of Education upon the recommendation of an Administrative Panel to be assigned by the Santa Ana Board of Education as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student or a Board member of the Santa Ana Board of Education. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the Student has committed an expellable offense.

In the event an administrative panel hears the case, it will make a recommendation to the Santa Ana Board of Education for a final decision whether to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the Charter School's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

## *Special Procedures for Expulsion & Hearings*

The Charter School may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Board, administrative panel, or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness

shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## ***Records & Litigations***

### ***1. Record of Hearing***

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### ***2. Presentation of Evidence***

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Santa Ana Board of Education who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board is final.

If the expulsion hearing panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

### ***3. Written Notice to Expel***

The Principal or designee following a decision of the Board to expel shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School
- The reinstatement eligibility review date; a copy of the rehabilitation plan; the type of educational placement during the period of expulsion, and notice of appeal rights/procedures
- The Principal or designee shall send a copy of the written notice of the decision to expel to the student's district of residence. This notice shall include the following:
  - The student's name
  - The specific expellable offense committed by the student

#### *4. Disciplinary Records*

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the District upon request.

#### *5. No Right to Appeal*

The student shall have no right of appeal from expulsion from the Charter School as the Board decision to expel shall be final.

### ***Further Assurances***

#### *1. Expelled Students/Alternative Education*

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

Charter School shall provide due process for all students, including adequate notice to parents/guardians and students regarding the grounds for suspension and expulsion and their due process rights regarding suspension and expulsion, including rights to appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, including, for example, any modification of the lists of offenses for which students are subject to suspension or expulsion. Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of the Charter School's student expulsion process.

Charter Schools will implement operational and procedural guidelines ensuring federal and state laws and regulations regarding the discipline of students with disabilities are met. Charter Schools will also ensure staff is knowledgeable about and complies with the District's Policies. If the student receives or is eligible for special education, the Charter School shall identify and provide special education programs and services at the appropriate interim educational placement, pending the completion of the expulsion process, to be coordinated with the SAUSD.

Charter School shall document the alternatives to suspension and expulsion the Charter School utilizes with students who are truant, tardy, or otherwise absent from compulsory school activities.

If a student is expelled from the Charter School, the Charter School shall forward student records upon request of the receiving school district in a timely fashion. Charter School shall also submit an expulsion packet to the Charter Schools Division immediately or as soon as practically possible, containing:

- pupil's last known address
- a copy of the cumulative record
- transcript of grades or report card
- health information
- documentation of the expulsion proceeding, including specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed
- student's current educational placement
- copy of parental notice of expulsion
- copy of documentation of expulsion provided to parent stating reason for expulsion, term of expulsion,

rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process and options for enrollment; and

- if the Student is eligible for Special Education, the Charter School must provide documentation related to expulsion pursuant to IDEA including conducting a manifestation determination IEP prior to expulsion. If the student is eligible for Section 504 Accommodations, the Charter School must provide evidence that it convened a Link Determination meeting to address two questions:
  1. Was the misconduct caused by, or directly and substantially related to the student's disability?
  2. Was the misconduct a direct result of the Charter School's failure to implement 504 Plan?

## *2. Outcome Data*

Charter School shall maintain all data involving placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

## *3. Rehabilitation Plans*

Pupils who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Charter School's governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

## *4. Readmission*

The Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the Charter School's governing board shall readmit the pupil, unless the Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

## *5. Reinstatement*

The Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. The Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

## *6. Special Education Students*

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a 504 Plan, the Charter School will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and the Charter School an IEP team, including a District representative, will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, the Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

- Was the misconduct caused by, or directly and substantially related to the student's disability?
- Was the misconduct a direct result of the Charter School's failure to implement 504?
- Gun Free Schools Act
- The Charter School shall comply with the federal Gun Free Schools Act.

## ELEMENT ELEVEN | RETIREMENT PROGRAMS

**Governing Law:** The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. *Education Code Section 47605(b)(5)(K).*

The Charter School staff will participate in the federal social security system and will have the option to elect to participate in the State Teachers Retirement System and/or Public Employees Retirement System and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. If the school should opt to participate in the STRS or PERS systems, the district shall cooperate as necessary to forward any required payroll deductions and related data. If any of the school's teachers participate in the STRS system, then all must do so. The Charter School's retirement program policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

### *Mandatory Benefits*

Mandatory contributions such as workers compensation, unemployment insurance, Medicare and social security (for non-STRS employees) will be paid by the employer.

### *Health Benefits*

Health, dental, vision and related benefits as part of the total compensation package for each employee will be determined as part of the individual employment agreement.

### *Work Schedule*

Work calendars, hours per week, and vacation time will be determined by individual employment agreements consistent with the applicable calendar of workdays for each position. The principal will work for the school year with appropriate vacation time as specified in the employment agreement. Teachers and teachers' assistants will work a school year comprised of 11 months, which will include professional training beyond the regular teaching schedule. The teaching staff may also be required to attend weekly staff and several parent-community meetings each school term. Office and maintenance staff will work a calendar year of 12 months with appropriate vacation time. The standard day for the non-teaching staff is 8.0 working hours.

### *Retirement*

All full-time teaching employees who are eligible will participate in the State Teachers' Retirement System (STRS). All full-time non-teaching employees who are eligible will participate in the Public Employees Retirement System (PERS). The Charter School will make any contribution that is legally required of the employer, including STRS, PERS, social security, and unemployment insurance. All withholdings from employees and the charter school will be forwarded to the STRS and PERS funds as required. The Charter School will submit all retirement data and will comply with all policies and procedures for payroll reporting. Employees will accumulate service credit years in the same manner as all other members of STRS. The HR Dept. will be responsible for ensuring that appropriate arrangements are made for retirement and other benefits.

The School may establish other retirement plans for employees that include, but shall not be limited to, establishment of section 403(b), 457 or 401(k) plans.



- Process for Resolving Complaints/Grievances

All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the Employee Handbook.

The following process will apply to staff members filing a complaint /grievance:

- When a problem first arises, the grievant should discuss the matter with the School principal rather than fellow employees.
- The principal will review the problem and any relating policies. If the problem cannot be resolved informally through discussion or meeting, the grievance shall be reduced to writing by the grievant and submitted to the principal. The grievant should specify the problem to the fullest extent possible and any remedies sought.
- Following any necessary investigation, the principal shall prepare a written response to the grievant no later than ten (10) working days from the date of receipt of the grievance, unless for good cause, additional time is required for the response.
- If no satisfactory solution can be reached, the grievant may request to meet with the Chief Executive Officer or his/her designee and the Principal. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by either the grievant or the principal. Any decision by the Chief Executive Officer or his/her designee shall be final.

## ELEMENT TWELVE | PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

**Governing Law:** The public school attendance alternatives for pupils residing within the school district who choose not to attend the charter school. *Education Code Section 47605(b)(5)(L)*.

The Charter School is a school of choice and no students shall be required to attend. Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the District.

Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

## ELEMENT THIRTEEN | EMPLOYEE RIGHTS & RESPONSIBILITIES

**Governing Law:** A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. *Education Code Section 47605(b)(5)(M)*.

The Charter School's employee policies will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern. Any employee of the district who works at the Charter School will be covered by existing district policies for inter-district transfers and the terms of existing labor contracts. Charter School staff who leave a permanent job in the district to work at the Charter School will have the right to return to a comparable position in the district during their tenure at the school, subject to layoff provisions in the Education Code.

Staff of the Charter School recognize the uniqueness of Charter Schools and will work to establish a positive culture that fulfills the mission of the school

All school personnel will abide and commit to the Charter School's mission and vision. All job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the school and its students. The school expects a high level of professionalism from its staff including self-monitoring of higher education development. All staff members will follow state and federal laws for reporting alleged improprieties as well as adhere to the SAUSD Employee Contract. All school personnel will be evaluated at least once annually.

Job applicants for positions at the Charter School will be considered through an open process, and if hired, will enter into an at-will agreement with the school. Unless the employees elect to be represented by an organization for bargaining purposes, all employees will be recruited individually and receive at-will agreements. The individual agreements will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.

Employees will not be allowed to carry over their sick/vacation rights from their previous employment to the Charter School.

Leave and return rights for union-represented employees who accept employment with the Charter School will be administered in accordance with applicable collective bargaining agreements between the employee's union and the District and also in accordance with any applicable judicial rulings.

## ELEMENT FOURTEEN | DISPUTE RESOLUTION

**Governing Law:** The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter. *Education Code Section 47605(b)(5)(N)*.

In the case of the Charter School, the District is both the charter agency and charter-granting entity.

### *Dispute Resolution*

The following section of this charter provides the standardized language that the SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during a charter renewal and/or when revision/modification of a MOU or other contractual agreement between the Charter School and the district takes place. The Charter School's dispute resolution policy will be consistent with the SAUSD's policy. If a conflict with District policies and procedures exists, then District policies and procedures will govern.

This language is being incorporated into the Charter School application petition and subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

If the District determines that a violation of the Charter, MOU or law may have occurred or a problem has arisen to the operation of the Charter School or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School the following procedures shall be followed to resolve the dispute.

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health and safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the INDA Charter School representative will be a Co-Director or the Advisory Board. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by the Charter School against the District over the terms of the charter, the charter school shall put the dispute in writing to the Superintendent or designees, and the District Superintendent, or Designee shall meet with the Principal and President of the Charter School to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and the Charter School, with the costs of the mediator to

be split by both parties.

### ***Internal Disputes***

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Parents, students, board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or District's oversight obligations to the Charter School for resolution according to its internal dispute resolution process.

### ***Disputes Between the Charter School & SAUSD***

The staff and governing board members of the Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and the Charter School. Any dispute between the District and the Charter School shall be resolved in accordance with the procedures set forth below:

Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or other-wise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications shall be addressed as follows:

To Charter School, c/o:  
**(To Be Determined)**

To District, c/o Superintendent:  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be

administered in accordance with the commercial mediation procedures of the American Arbitration Association.

If the mediation is not successful, then the parties agree to resolve the Dispute by pursuing other options as provided by the law.

## ELEMENT FIFTEEN | EXCLUSIVE PUBLIC SCHOOL EMPLOYER

**Governing Law:** A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). *Education Code Section 47605(b)(5)(O)*.

For the purposes of the education employment relations act (EERA), the Santa Ana Unified School District will be the exclusive public school employer of the employees of the Charter School.

## ELEMENT SIXTEEN | SCHOOL CLOSURE

**Governing Law:** A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. *Education Code Section 47605(b)(5)(P)*.

### *Charter Renewal*

The Charter School must submit its renewal petition to the District's Charter Schools Division no earlier than September of the year before the charter expires.

### *Revocation*

The District may revoke the Charter if the Charter School commits a breach of any provision set forth in a policy related to Charter Schools adopted by the District Board of Education and/or any provisions set forth in the Charter School Act of 1992. The District may revoke the charter of the Charter School if the District finds, through a showing of substantial evidence, that the Charter School did any of the following:

- The Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- The Charter School failed to meet or pursue any of the pupil outcomes identified in the charter.
- The Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- The Charter School violated any provision of law.
- Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d) and State regulations, the SAUSD Board of Education will notify the Charter School in writing of the specific violation, and give The Charter School a reasonable opportunity to cure the violation, unless the SAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

### *Closure Action*

The decision to close the Charter School, either by the Charter School Advisory Board or by the SAUSD Board of Education, will be documented in a Closure Action. The Closure Action shall be deemed to have been automatically made when any of the following occur: the charter is revoked or non-renewed by the SAUSD Board of Education; the Charter School board votes to close the Charter School; or the Charter lapses.

### *Closure Procedures*

The procedures for the Charter School's closure are guided by California Education Code sections 47604.32, 47605, 47605.6, and 47607 as well as California Code of Regulations, Title 5 (5 CCR), sections 11962 and 11962.1. A closed charter school must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures out-lined below are based on "Charter School Closure Requirements and Recommendations (Revised 08/2009)" as posted on the California Department of Education website. References to "Charter School" applies to the charter school's nonprofit corporation and/or governing board.



### *1. Documentation of Closure Action*

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity. Notice of a charter school's closure for any reason must be provided by the authorizing entity to the California Department of Education (CDE). In addition, the charter school must send notice of its closure to:

1. Parents or guardians of students. Written notification to parents/guardians/caregivers of the enrolled students of the Charter School will be issued by the Charter School within 72 hours after the determination of a Closure Action and the effective date of closure. A copy of the written notifications to parents is also to be sent to SAUSD within the same time frames.
2. The authorizing entity
3. The county department of education. Written notification to the Orange County Department of Education of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
4. The special education local plan area in which the school participates. Written notification to the Special Education Local Planning Area (SELPA) in which the Charter School participates of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.
5. The retirement systems in which the school's employees participate. The Charter School will within fourteen (14) calendar days of closure action contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Orange County Department of Education and follow their procedures for dissolving contracts and reporting. Charter School shall provide a copy of this correspondence to the SAUSD.
6. The CDE. Written notification to the California Department of Education of the Closure Action shall be made by the Charter School by registered mail within 72 hours of the decision to Closure Action. Charter School shall provide a copy of this correspondence to the SAUSD.

Notice must be received by the CDE within ten calendar days of any official action taken by the chartering authority. Notification of all the parties above must include at least the following:

1. The effective date of the closure
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
5. In addition to the four required items above, notification to the CDE must also include:
6. A description of the circumstances of the closure
7. The location of student and personnel records

In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results
3. Information on student completion of college entrance requirements for all high school students affected by the closure

4. The Charter School shall announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school within 72 hours of the decision to Closure Action. This notice will include a list of returning students and their home schools. Charter school closures should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then. If a conversion charter school is reverting to non-charter status, notification of this change should be made to all parties listed in this section.
5. School and Student Records Retention and Transfer
6. The Charter School will provide the District with original cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at the Charter School. Transfer of the complete and organized original student records to the District will occur within seven calendar days of the effective date of closure.
7. The process for transferring student records to the receiving schools shall be in accordance with SAUSD procedures for students moving from one school to another.
8. The Charter School will prepare an electronic master list of all students to the SAUSD. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.
9. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The CSD will coordinate with the Charter School for the delivery and/or pickup of the student records.
10. The Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
11. The Charter School will provide to the CSD a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records the charter school has. These include, but are not limited to, records related to performance and grievance.
12. All records are to be boxed and labeled by classification of documents and the required duration of storage.

## *2. Financial Close-Out*

After receiving notification of closure, the CDE will notify the charter school and the authorizing entity if it is aware of any liabilities the charter school owes the state. These may include over-payment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

The Charter shall ensure completion of an independent final audit within six months after the closure of the school that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to the charter school.
4. This audit may serve as the school's annual audit.
5. The financial closeout audit of the Charter School will be paid for by the Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by the Charter School will be the responsibility of the Charter

School and not SAUSD. The Charter School understands and acknowledges that the Charter School will cover the outstanding debts or liabilities of the Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. The Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which the Charter School participates, and other categorical funds will be returned to the source of funds.

The Charter School shall ensure the completion and filing of any annual reports required. This includes:

- Preliminary budgets
- Interim financial reports
- Second interim financial reports
- Final unaudited reports
- These reports must be submitted to the CDE and the authorizing entity in the form required. If the Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.
- For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

### *3. Disposition of Liabilities and Assets*

The closeout audit must determine the disposition of all liabilities of the charter school. Charter school closure procedures must also ensure disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed. Such disposal includes, but is not limited to:


- The return of any donated materials and property according to any conditions set when the donations were accepted.
- The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
- The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
- Net assets of the charter school may be transferred to another charter school. If the Charter School is operated by a nonprofit corporation, and if the corporation does not have any other functions than operation of the Charter School, the corporation will be dissolved according to its bylaws.
- The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
- A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to SAUSD prior to approval of this Charter.
- For six (6) calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Charter School Board, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.
- The Charter School Board shall adopt a plan for wind-up of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.
- The Charter School shall provide SAUSD within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which the school will make the payments.
- Prior to final closure, the Charter School shall do all of the following on behalf of the school's employees, and anything else required by applicable law:
- File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by

the statutory deadlines.

- File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- Make final federal tax payments (employee taxes, etc.)
- File the final withholding tax return (Treasury Form 165).
- File the final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this charter or any other act or event that would end the Charter School's right to operate as a Charter School or cause the Charter School to cease operation. The Charter School and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

# ELEMENT SEVENTEEN | PROPOSED BUDGET & CASH FLOW

	School Year	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
	<b>Total Enrollment</b>	240	300	360	390	420
	<b>Total Revenue</b>	\$ 2,595,549	\$ 2,443,922	\$ 4,164,069	\$ 4,662,619	\$ 5,008,885
	<b>Total Expenses</b>	\$ 2,130,455	\$ 2,304,062	\$ 3,165,607	\$ 3,335,980	\$ 3,485,638
	<b>Carryover from previous year</b>		\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508
	<b>5% Reserve</b>	\$ 129,777	\$ 122,196	\$ 208,203	\$ 233,131	\$ 250,444
	<b>Net Income (Loss)</b>	\$ 335,317	\$ 17,664	\$ 790,258	\$ 1,093,508	\$ 1,272,803
	<b>Ending Fund Balance</b>	\$ 335,317	\$ 352,981	\$ 807,922	\$ 1,883,766	\$ 2,366,311
<b>Enrollment</b>						
<b>Student Enrollment</b>		<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY2019-20</b>	<b>FY2020-21</b>	<b>FY2021-22</b>
Pre-K	0	0	0	0	0	0
K	60	60	60	60	60	60
1st	30	60	60	60	60	60
2nd	30	30	60	60	60	60
3rd	30	30	30	60	60	60
<b>Total K-3</b>	<b>150</b>	<b>180</b>	<b>210</b>	<b>240</b>	<b>240</b>	<b>240</b>
4th	30	30	30	30	60	60
5th	30	30	30	30	30	30
6th	30	30	30	30	30	30
<b>Total 4-6</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>120</b>	<b>120</b>
7th	0	30	30	30	30	30
8th	0	0	30	30	30	30
<b>Total 7-8</b>	<b>0</b>	<b>30</b>	<b>60</b>	<b>60</b>	<b>60</b>	<b>60</b>
<b>Total Enrollment</b>	<b>240</b>	<b>300</b>	<b>360</b>	<b>390</b>	<b>420</b>	<b>420</b>
<b>Daily Attendance %</b>	96.47%	96.47%	96.47%	96.47%	96.47%	96.47%
Est. Average Daily Attendance (ADA)	232	289	347	376	405	405
<b>Free &amp; Reduced %</b>	68%	68%	68%	68%	68%	68%
# of FR Students	163.2	204	244.8	265.2	285.6	285.6
<b>English Language Learners %</b>	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
# of ELL Students	72	90	108	117	126	126
<i>*** Percentages based on SAUSD 2012-13 Averages for Fundamental Schools</i>						
<b>Revenue &amp; Resources</b>						
<b>State Revenue</b>		<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY2019-20</b>	<b>FY2020-21</b>	<b>FY2021-22</b>
<b>Local Control Funding Formula (LCFF) Includes CSR</b>						
Projected K-3		\$ 1,374,107	\$ 802,184	\$ 2,079,750	\$ 2,466,000	\$ 2,466,000
Projected 4-6		\$ 768,755	\$ 802,184	\$ 835,612	\$ 869,041	\$ 1,158,721
Project 7-8		\$ -	\$ 273,695	\$ 569,675	\$ 591,961	\$ 591,961
<b>Total LCFF</b>		<b>\$ 2,142,861</b>	<b>\$ 1,878,062</b>	<b>\$ 3,485,037</b>	<b>\$ 3,927,001</b>	<b>\$ 4,216,681</b>
<b>Federal Revenue</b>						
<b>No Child Left Behind (NCLB) - Estimated \$747 -Per ADA</b>						
Title Programs (Part A, Basic Grants Low-Income)		\$ 179,280	\$ 224,100	\$ 268,920	\$ 291,330	\$ 313,740
<b>Special Education (Individuals with Disabilities-IDEA)</b>						
<b>National School Lunch Program (NSLP)-Estimated at \$3 day</b>		\$ 88,128.00	\$ 110,160.00	\$ 132,192.00	\$ 143,208.00	\$ 154,224.00
<b>Total Federal Revenue</b>		<b>\$ 267,408</b>	<b>\$ 334,260</b>	<b>\$ 401,112</b>	<b>\$ 434,538</b>	<b>\$ 467,964</b>
<b>Local Revenue</b>						
Fundraisers / Donations		\$ 6,000	\$ 7,500	\$ 9,000	\$ 9,750	\$ 10,500
<b>Total Other Revenue</b>		<b>\$ 6,000</b>	<b>\$ 7,500</b>	<b>\$ 9,000</b>	<b>\$ 9,750</b>	<b>\$ 10,500</b>
<b>Total Revenue &amp; Resources</b>		<b>\$ 2,595,549</b>	<b>\$ 2,443,922</b>	<b>\$ 4,164,069</b>	<b>\$ 4,662,619</b>	<b>\$ 5,008,885</b>

**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

**Expenditures**

**1000 - Certificated Salary**

	FY 2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22
1100 Full-Time Teachers (FTE)	8	10	17	18	19
Average Teacher Salary - SAUSD	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000
Total Teacher Salaries	\$ 648,000	\$ 810,000	\$ 1,377,000	\$ 1,458,000	\$ 1,539,000
110x Substitutes Teachers	40	50	85	90	95
Rate \$120 per day	\$ 4,800	\$ 6,000	\$ 10,200	\$ 10,800	\$ 11,400
1300 Directory Salary-Mgr 51, 11 mos (Fte)	2	2	2	2	2
Directors Salary	\$ 208,934	\$ 212,828	\$ 217,448	\$ 221,386	\$ 225,720
<b>1000-Total Certificated Salary</b>	<b>\$ 861,734</b>	<b>\$ 1,028,828</b>	<b>\$ 1,604,648</b>	<b>\$ 1,690,186</b>	<b>\$ 1,776,120</b>

**2000 - Classified Salary**

2100 Instruction Aides					
Aides Salary	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
2200 Custodial	1	1	1	1	1
Custodial Salary Range 23, 11 mos.	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
Sub Custodial	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Total Custodial	\$ 31,328	\$ 33,220	\$ 34,892	\$ 36,630	\$ 38,445
2400 Clerical / Office Manager	1	1	1	1.5	1.5
Clerical Salary Range 28, 11 mos.	\$ 35,761	\$ 37,576	\$ 39,490	\$ 59,362	\$ 61,474
Sub Clerical	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300
Total Clerical	\$ 38,061	\$ 39,876	\$ 41,790	\$ 61,662	\$ 63,774
2900 Other Classified Salaries	0.3	0.3	0.5	0.75	1
Noon Duty Aide \$10/hr	\$ 120	\$ 120	\$ 200	\$ 300	\$ 400
<b>2000-Total Classified Salary</b>	<b>\$ 219,509</b>	<b>\$ 223,216</b>	<b>\$ 226,882</b>	<b>\$ 248,592</b>	<b>\$ 252,619</b>

**3000 - Employee Benefits**

Certificated	\$ 133,655	\$ 159,571	\$ 248,881	\$ 262,148	\$ 275,476
Classified	\$ 54,607	\$ 55,529	\$ 56,441	\$ 61,842	\$ 62,844
Health & Welfare (\$13k Average)	\$ 156,000	\$ 182,000	\$ 273,000	\$ 292,500	\$ 305,500
<b>3000-Total Employee Benefits</b>	<b>\$ 344,262</b>	<b>\$ 397,101</b>	<b>\$ 578,322</b>	<b>\$ 616,490</b>	<b>\$ 643,820</b>

**4000 - Supplies and Books**

4100 Textbooks	\$ 84,000	\$ 21,000	\$ 21,000	\$ 10,500	\$ 10,500
Other Books	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
	\$ 89,000	\$ 26,000	\$ 26,000	\$ 15,500	\$ 15,500
4200 - Books and Reference materials	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000
4300 - Instruction Materials & Supplies	\$ 14,400	\$ 18,000	\$ 21,600	\$ 23,400	\$ 25,200
Start Up Supplies	\$ 24,000	\$ 6,000	\$ 6,000	\$ 3,000	\$ 3,000
STEM Supplies	\$ 24,000	\$ 30,000	\$ 36,000	\$ 39,000	\$ 42,000
	\$ 62,400	\$ 54,000	\$ 63,600	\$ 65,400	\$ 70,200
4330 - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
4400 - Non-Capitalized Equipment					
Instructional	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Office	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000
<b>4000-Total Supplies, Equipment and Books</b>	<b>\$ 183,400</b>	<b>\$ 112,000</b>	<b>\$ 116,600</b>	<b>\$ 107,900</b>	<b>\$ 112,700</b>

**Santa Ana Unified School District - Charter School  
5 Year Budget Assumptions**

<b>5000-Services &amp; Other Operating Expenses</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY2019-20</b>	<b>FY2020-21</b>	<b>FY2021-22</b>
5200 - Travel & Conference					
Charter Schools Annual Conferent	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CDE Workshops and Charter School Training	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
STEM Training Classes	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Other Travel, Conference, Mileage	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<b>\$ 24,500</b>	<b>\$ 24,500</b>	<b>\$ 24,500</b>	<b>\$ 24,500</b>	<b>\$ 24,500</b>
5300 - Dues & Membership	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
5400 - Insurance (Umbrella Liability)					
Cost per Student	\$ 90	\$ 90	\$ 90	\$ 90	\$ 90
Total Insurance	\$ 21,600	\$ 27,000	\$ 32,400	\$ 35,100	\$ 37,800
5500-Operations & Housekeeping					
Utility Costs	\$ 156,000	\$ 156,000	\$ 156,000	\$ 156,000	\$ 156,000
5600-Rentals / Leases					
Copiers	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
IT Equipment	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	<b>\$ 3,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ 3,500.00</b>	<b>\$ 3,500.00</b>
5792 - District Fees and Services					
% of Revenue	4%	4%	4%	4%	4%
District Oversight Fee	\$ 103,821.97	\$ 97,756.86	\$ 166,562.75	\$ 186,504.76	\$ 200,355.42
5800-Professional/Consulting Services					
Accounting	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Annual Audit	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Payroll Processing Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Educational Fieldtrips/Student Activities	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Legal Services	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Food Services	\$ 88,128	\$ 110,160	\$ 132,192	\$ 143,208	\$ 154,224
	<b>\$ 166,128</b>	<b>\$ 188,160</b>	<b>\$ 210,192</b>	<b>\$ 221,208</b>	<b>\$ 232,224</b>
5900-Communications					
Mailers / Postage	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
<b>5000-Total Services &amp; Other Operating Expenses</b>	<b>\$ 506,550</b>	<b>\$ 527,917</b>	<b>\$ 624,155</b>	<b>\$ 657,813</b>	<b>\$ 685,379</b>
<b>6000-Capital Outlay</b>					
6400 - Depreciation	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>Total Expenditures</b>	<b>\$ 2,130,455</b>	<b>\$ 2,304,062</b>	<b>\$ 3,165,607</b>	<b>\$ 3,335,980</b>	<b>\$ 3,485,638</b>

## ELEMENT EIGHTEEN | FACILITIES

### *Site Description*

A vacant site located at the southwest corner of Michelson Drive and Carlson Avenue in the City of Irvine has been identified for acquisition and construction of the K-8 school. The Charter School has attempted to locate a single site or facility to house its entire program, but no such site is available within the boundaries of the SAUSD in the Irvine/Newport development area (INDA) in which the Charter School has chosen to locate. The location of the Charter School is specifically designed to provide educational opportunities to students residing in the INDA of the SAUSD and surrounding communities. SAUSD and Irvine Unified School District are in general agreement about the location of the Charter School and are in the process of a boundary change by which it is hoped that the identified site will eventually come within the boundaries of the SAUSD.

The Charter School site is located within an area of the SAUSD that has experienced significant development and is planned to continue developing with residential and retail mixed-uses (See Exhibit 4 on the following page). The site's regional location and local vicinity may be viewed in Exhibit 5 and 6. The site is 15 gross acres in size; however, given the surrounding natural habitat, a nature buffer was incorporated into the site design, resulting in approximately 10.5 net usable acres that will be developed for the K-8 school, as shown in Exhibit 7.

The site has been vacant for at least since the 1930's and currently contains wood chips, as shown in Exhibit 8, Site Photographs. The south perimeter of the site consists of natural habitat that extends from the San Joaquin Marsh. The surrounding land uses include residential units to the west, commercial uses to the north, and natural habitat to the east and south.

### *Design*

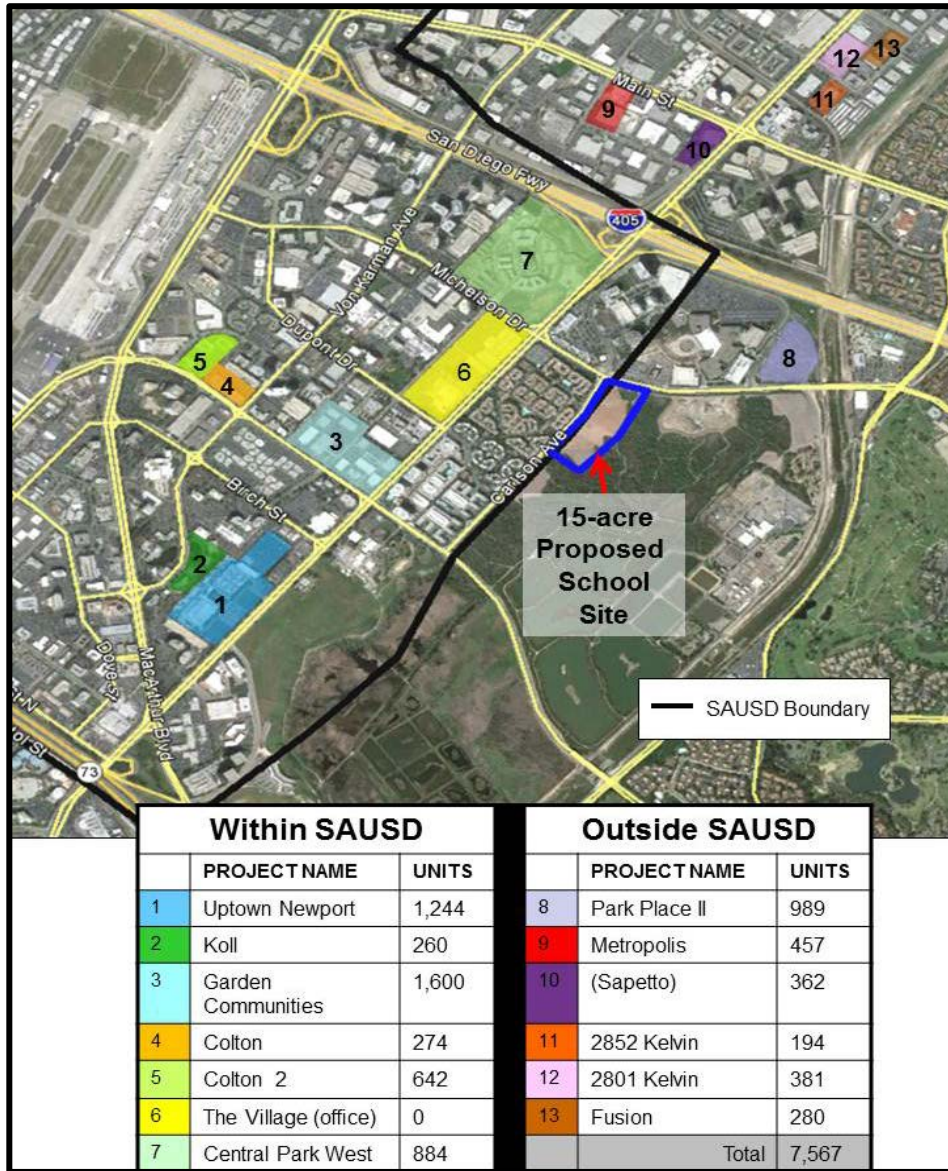
Innovative design with flexible teaching areas and the ability to adapt to different learning models will be incorporated in the classroom design. Proven design models for improved student performance, such as natural lighting, thermal displacement ventilation, acoustical applications, interactive classroom technology, and spatial flexibility will be included in the design.

The facilities will support the key program elements of project-based learning, community-based internships, frequent student presentations, and integrated curriculum. The design principles include:

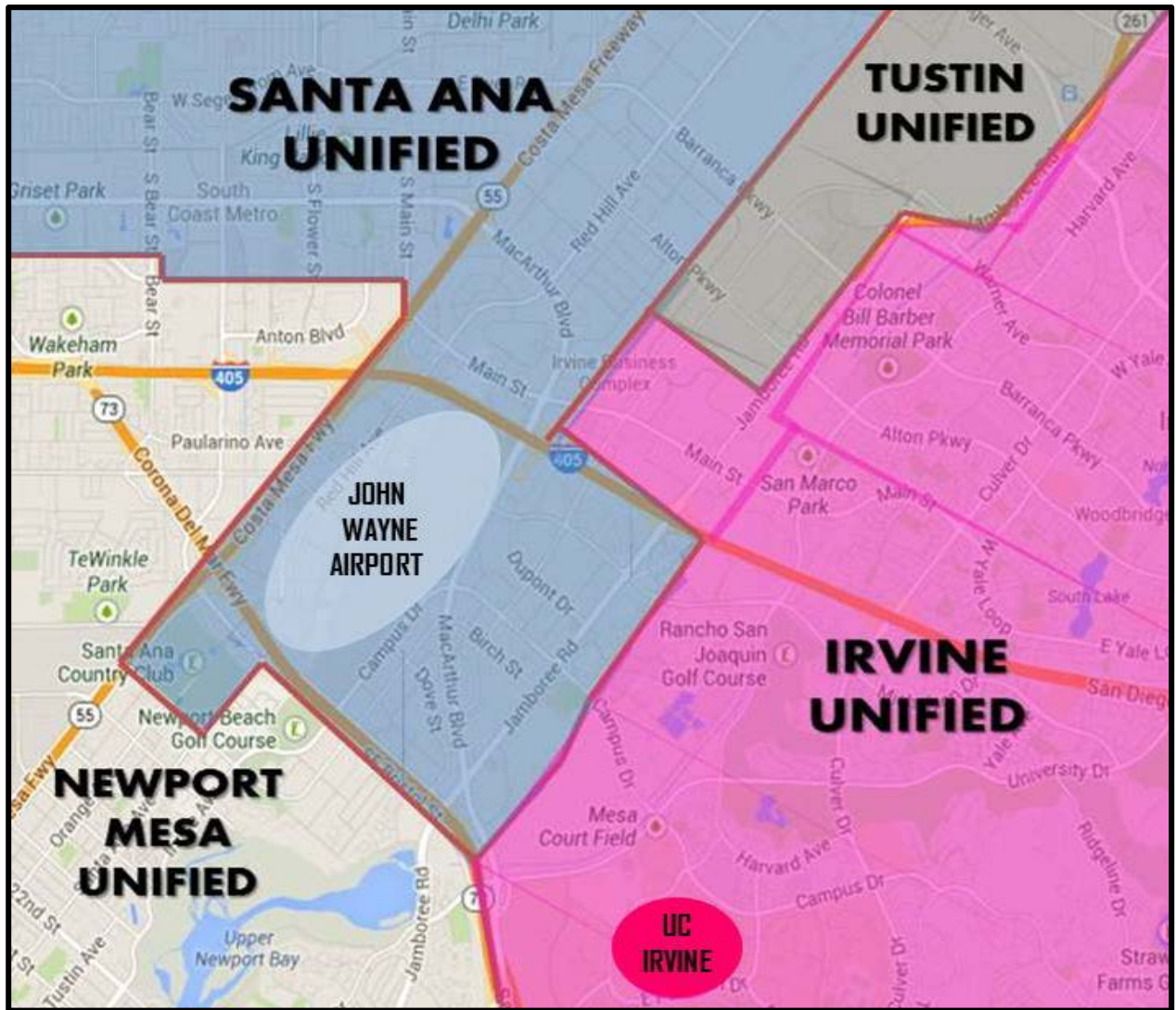
- *Personalization* – Facilities are tailored to individual and small-group learning, including project rooms for hands-on activities and exhibition spaces for individual work, which promotes a high degree of student ownership.
- *Flexibility* - Holistic designs enable new ways of teaching and learning.
- *Adult World Connection* – In addition to the required community internship component, the facility itself will have a workplace look and feel, with windowed conference and seminar rooms, small-group project areas, high-tech laboratories, and common areas where projects can be displayed. Specialty labs and project rooms will allow access to technology and equipment for learning in specialized areas such as biotechnology, mechanical engineering, and graphic design.



**Exhibit 4: Planned Development**



**Exhibit 5: Regional Map**



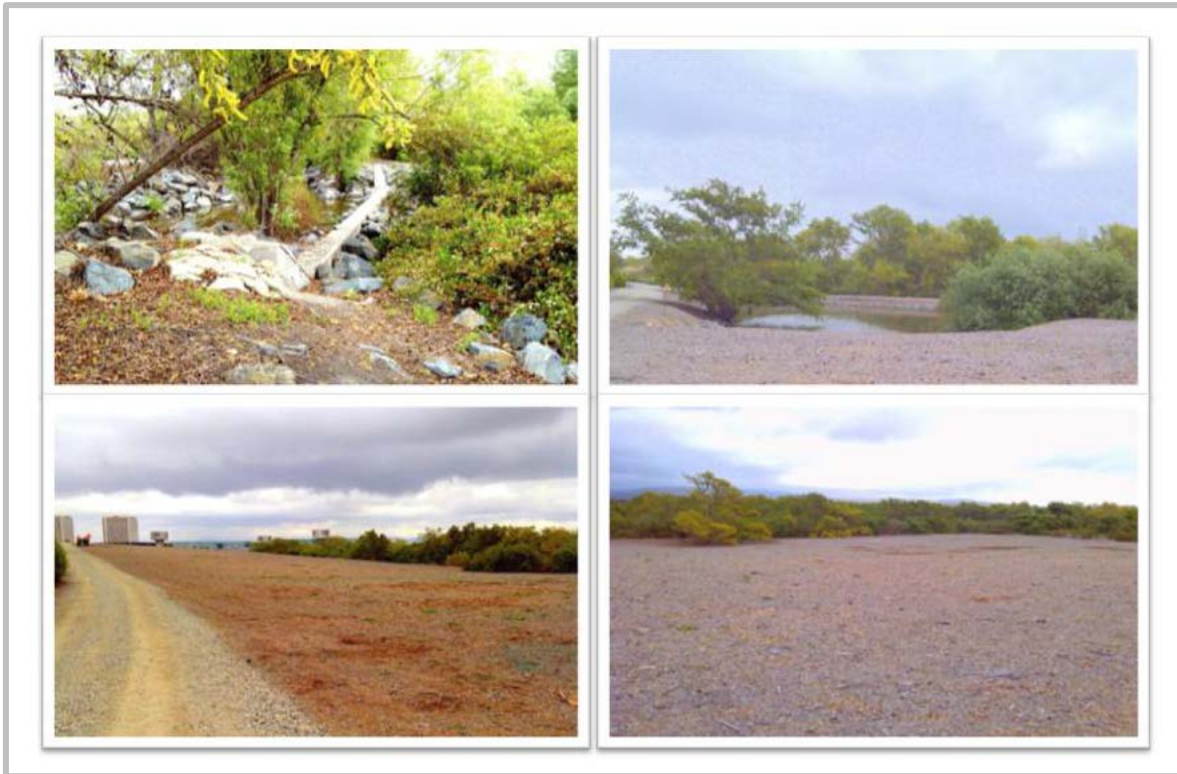
**Exhibit 6: Local Map**



**Exhibit 7: Net Usable Acreage**



### Exhibit 8: Site Photographs



The Charter School proposes to develop the vacant site into a school campus that will initially house kindergarten through sixth grade, and in subsequent years, will expand to include seventh and eighth grade. In the Charter’s first year, 240 students will be enrolled, but in the years following, the student enrollment will reach a maximum of 600 students. As shown in Exhibit 9, Site Plan, the proposed campus would contain two (2) two-story classroom buildings with capacity for 600 students. The proposed classroom size will be compliant with the District’s standard for classroom loading. One classroom building would house the primary grade complex, and the other classroom building would house the upper grade/intermediate complex. The two complexes would be kept separate but share the administration, multipurpose room, and kitchen facilities. The administration building would be located at the front of the campus and would house the school’s Co-Directors, office manager, office assistants, nurse, psychologist, conference room, staff lounge, and kitchen.

## Exhibit 9: Site Plan



### 1. Primary grade complex

One classroom building would contain kindergarten through 4<sup>th</sup> grade, with kindergarten through 1<sup>st</sup> grade on the first floor, and 2<sup>nd</sup> – 4<sup>th</sup> grade on the second floor. The kindergarten classrooms would be 1,350 square feet, and the 1<sup>st</sup>-4<sup>th</sup> grade classrooms would be 960 square feet, in compliance with the CDE’s recommended classroom size. The classrooms would each have appropriate-height sink and two exits, one to the interior hallway and one to the exterior hallway, to comply with fire code for primary grades. The building would also contain student and staff restrooms, a computer lab, and teacher’s workroom. Outside the classroom building would be a shade structure for lunch tables and a play area containing hard courts, turf play area, and playground equipment.

### 2. Upper grade complex

The upper grade building would contain grades 5<sup>th</sup> – 8<sup>th</sup>, with 5<sup>th</sup> – 6<sup>th</sup> on the first floor and 7<sup>th</sup> – 8<sup>th</sup> on the second floor. The classrooms would be 960 square feet in compliance with the CDE’s recommended classroom size. The building would also contain student and staff restrooms, a teacher’s workroom, computer labs, small group workrooms, and a project workroom. Outside the building would be a shade structure for lunch tables and a play area containing hard courts and turf playfield. In addition, a separate building would house two “outdoor classrooms” that would house science programs and take advantage of the adjacent natural habitat.

### *3. Multipurpose room*

The school campus will include a multipurpose room that will be used to house the school’s assemblies, indoor physical activities, annual science fair, and other school events.

### *4. Recreational facilities –*

As shown in Exhibit 9, Site Plan, approximately half of the site is planned to be used for joint-recreational use. District staff is currently negotiating the terms of a Joint-use Agreement with the City of Irvine and Irvine Ranch Water District. The park will be used and operated by the City of Irvine and open to the public during the day. The multipurpose room and turf field will be open to the City during after-school hours when not utilized by the Charter School programs. Strategic fencing will allow the park and joint-use facilities to be used by the public without jeopardizing the security of the school campus.

### ***Land Acquisition and Construction***

Please see Element 18, Facilities, for the land acquisition and construction details and timeline.

### ***Sustainability and Sensitivity to the Adjacent Natural Habitat***

The Charter School recognizes the asset and responsibility of being located adjacent to the existing natural habitat. As shown in the Site Plan, the Charter School has incorporated a “nature buffer” into the design of the campus to ensure that construction and operation of the school does not negatively impact the natural habitat. In addition, the Charter School and City of Irvine will not place any nighttime lighting on the recreational facilities that will disturb the adjacent area. The only exterior lighting will include low-level security lighting in the parking lot, walkways, and on the exterior of building doorways. This will also ensure that nighttime noise levels remain consistent with existing site levels.

The Charter School will comply with the California Environmental Quality Act and hire an environmental expert to analyze the impact of the Charter School on the surrounding habitat. The Charter School will comply with any mitigation measures required during construction and operation of the facility.

The site’s connection to the existing natural habitat offers a unique opportunity to design a school campus that has a prominent environmental component. The buildings and grounds will include sustainable building elements and will afford students with a sustainable educational component. The “outdoor classrooms” will be truly sustainable and operate off the electrical grid. The outdoor classroom will house the school’s unique science curriculum, including environmental science, engineering, and biology. The campus’ recreational features will connect with the existing trail system that weaves through the habitat area. The environmental science program will be able to step outside the outdoor classrooms and utilize the trail system to explore the natural habitat, truly engaging students and providing interactive and inspiring curriculum.

***Charter Implementation***

**Exhibit 10: Charter Implementation Timeline**

Task	2013/14	2014/15	2015/16	2016/17	2017/18
Charter approval	■				
Site acquisition	■	■			
Design		■	■		
Obtain construction funding; Bid			■		
Construction			■	■	
Select Advisory Board and staff				■	
Student recruitment				■	
Finalize budget and accounting process				■	
Prepare Safety Plan, Master Schedule, Student Handbook				■	
Develop lesson plans/curriculum				■	
Professional training					■
Student/parent orientation					■
Occupancy					■





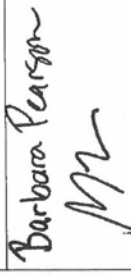
ELEMENT NINETEEN | REQUIRED SIGNATURES

CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE  
 IRVINE/NEWPORT DEVELOPMENT AREA (INDA) CHARTER SCHOOL – SANTA ANA

RECEIVED OCT 04 2013

- The proposed charter school will be a start-up charter school.
- The charter school enrollment for the first year of operation will be 300 students.
- The total number of teachers estimated to be employed at the school during the first year of operation: 10 (50% signatures required)

We, THE UNDERSIGNED, CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated October 8<sup>th</sup> 2013 and will work towards its implementation. Our signatures indicate that we are meaningfully interested in teaching at this charter school.

TEACHER'S SIGNATURE (Please print name under signature)	STREET ADDRESS, CITY, ZIP CODE, & STATE	PHONE # INCLUDING PREFIX	TYPE OF CREDENTIAL(S) HELD	CALIFORNIA CREDENTIAL NUMBER(S)	CREDENTIAL EXPIRATION DATE(S)	COLLEGE DEGREE(S) HELD
 April Pale	1334 E. Locust Ave. Orange, CA 92667	714-628- 8840	Multiple subject w/CLAD Mid/Advanced Specialist of Art.		2015 2015	BA BA-Psych MA-Span.ed.
 Stephanie Stoklmeier	6 Nutwood Irvine, CA 92604	949-293- 1694	Single Subject			B.A. H-ED (Higher Ed. Diplo ma)
 Monni Curiel	1718 W. 7th St. Santa Ana, CA 92703	714) 313-6671	MULTIPLE w/CLAD			M.A. Child Develop. Reading/Math Curriculum
 Ashleigh Weissman	26162 Via Monterey, San Juan Capistrano, CA 92675	408-656-5536	single subj.			B.A. Molecular Biology + Biochem Spanish Minor
 Barbara Pearson	13571 Pawnee Tustin, CA 92782	714-345-4742	Mult. sub author. English			B.A. Lib. St. M.S. Cur + Inst



This page was intentionally left blank.

# APPENDIX A | COLLECTIVE BARGAINING AGREEMENT