

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, June 9, 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**

**José Alfredo Hernández, J.D.  
Member**

**Valerie Amezcua  
Clerk**

**Rob Richardson  
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***

***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.***

## **BOARD OF EDUCATION MEETING INFORMATION**

### **Role of the Board**

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

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

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

### **Board Meeting Documentation**

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

### **Public Comments at Board Meetings**

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

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

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

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

### **Televised Meeting Schedule**

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

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

AGENDA

CALL TO ORDER

5:00 P.M. RECESS TO CLOSED SESSION

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

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION—  
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR  
(3) OF SUBDIVISION (D) OF GOVERNMENT CODE 54956.9

One case

B. 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

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC EMPLOYEE APPOINTMENT: Elementary School Principal(s); Elementary  
School Assistant Principal(s); K-8 School Assistant Principal(s); Intermediate School  
Assistant Principal(s)

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

CONFERENCE WITH LABOR NEGOTIATOR:

SAEA, CSEA, 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

RECOGNITIONS / ACKNOWLEDGMENTS

- 2015 Athletes of the Year
- Simon Scholars Class of 2017
- Santa Ana School Administrators' Association 2015 Scholarship 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 - May 26, 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 ENCO Systems, Inc. for Automatically-Generated Closed Captioning on Real-Time Live Video for District Board Meetings
- 1.5 Approval of Globalization Course for High School Students
- 1.6 Approval of Memorandum of Understanding between California College Guidance Initiative and Educational Services for 2015-16 School Year



- 1.7 Approval of Memoranda of Understanding for 2015-16 School Year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for Deaf/Hard of Hearing Students
- 1.8 Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2015-16 School Year
- 1.9 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.10 Approval of California High School Exit Exam Waiver for Students with Disabilities
- 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
- 1.12 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 13, 2015 through May 26, 2015
- 1.13 Ratification of Expenditure Summary and Warrant Listing for Period of May 13, 2015 through May 26, 2015
- 1.14 Adoption of Resolution No. 14/15-3064 – Revision of Authorized Signatories
- 1.15 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:

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## PUBLIC HEARINGS

- Public Disclosure of Tentative Agreement with California School Employees Association, Chapter 41
- Public Disclosure of Tentative Agreement with California School Employees Association, Chapter 41 Related to Health and Welfare Benefits
- Public Disclosure of Tentative Agreement with Santa Ana Educators' Association Related to Health and Welfare Benefits
- Conduct a Public Hearing for Consideration of Adoption of 2015 – 2016 Local Control and Accountability Plan

- Conduct a Public Hearing for Consideration of Adoption of 2015-16 Budget

#### INFORMATION

- Financial Impact of Affordable Care Act

#### REGULAR AGENDA - ACTION ITEMS

- 2.0 Approve or Deny Charter Petition for Proposed Citrus Springs Charter School and if Denied Adopt Resolution No. 14/15-3054 Effectuating that Action
- 3.0 Approve or Deny Charter Petition for Proposed Ednovate Santa Ana College Prep Charter School and if Denied Adopt Resolution No. 14/15-3055 Effectuating that Action
- 4.0 Approval of Agreement with Consortium On Reaching Excellence in Education for 2015-16 School Year for Elementary Schools
- 5.0 Approval of Agreement with Consortium On Reaching Excellence in Education for 2015-16 School Year for Intermediate Schools
- 6.0 Approval of Agreement with Latino International Film Institute for 2015-16 School Year
- 7.0 Approval of Agreement between Playworks and Garfield Elementary School for Period of July 1, 2015 through June 16, 2016
- 8.0 Approval of Agreement between Radon L. Rodriguez (dba Good Life Institute) and King Elementary School for Period of June 20, 2015 through June 30, 2015
- 9.0 Approval of Agreement with Linda Diamond Consulting for 2015-16 School Year
- 10.0 Authorization to Award Contract for After-School Enrichment Program Provider Services for 2015-18 School Years
  - 10.1 ACTIVE LEARNING
  - 10.2 BOYS & GIRLS CLUB OF SANTA ANA (FUTURE LEADERS ACADEMY)
- 11.0 Approval of Personnel Agreement with Project Kinship in Support of Community Day School for 2015-16 School Year
- 12.0 Approval of Personnel Agreement with Orange County Department of Education Safe Schools and Support Services for School-Based Mental Health Support for 2015-16 School Year
- 13.0 Approval of Pre-approved Consultant List for Architectural Services for Future District Projects

- 14.0 Approval of Pre-approved Consultant List for Division of State Architect Inspector of Record Services for Future District Projects
- 15.0 Authorization to Renew Ground Lease Agreement With Orange County Head Start, Inc. for Modular Buildings at Martin Elementary School
- 16.0 Authorization to Award Contracts for Replacement of Existing Roofing Systems at Heninger, Madison, Sepulveda Elementaries, MacArthur Fundamental Intermediate, and Chavez High Schools
- 17.0 Authorization to Reject and Rebid Bid Package No. 2 New Kindergarten Building and Sitework at King Elementary School Under Overcrowding Relief Grant Program
- 18.0 Authorization to Award Contracts for Concrete Projects at Santa Ana and Saddleback High Schools Under Emergency Repair Program
- 19.0 Approval of Assistant Superintendent, Facilities and Governmental Relations Employment Agreement
- 20.0 Authorization to Utilize California Multiple Award Schedule Agreements for Purchase of Audio Visual Equipment and Supplies
- 21.0 Approval of Consultant Agreement Increase for RCS Investigations & Consulting, LLC
- 22.0 Approval of New/Renewal of Membership in Organizations for 2015–16 Fiscal Year
- 23.0 Approval of American Red Cross Orange County Chapter Shelter Agreement

#### NEW AND REVISION OF EXISTING BOARD POLICIES

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

- Board Policy (BP) 0440 – District Technology Plan (New: First Reading)
- Board Policy (BP) 1312.3 - Uniform Complaint Procedures (UCP) (Revised: First Reading)
- Board Policy (BP) 3312 – Contracts (Revised: Adoption)
- Board Policy (BP) 5125 – Student Records (Revised: Adoption)
- Board Policy (BP) 5125.1 – Release of Directory Information (Revised: Adoption)

#### BOARD REPORTS

#### ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, June 23, 2015, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** 2015 Athletes of the Year

**ITEM:** Recognition

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize two of our students for their outstanding achievements in sports.

Sofia Tam, Century High School student, was named CIF Female Spirit of the Sport honoree for the 2015 spring sports season for the CIF Southern Section, an area comprising 574 schools. In addition, she is receiving a \$1,000 scholarship with this honor.

Brandon Smith, Godinez Fundamental High School student, was named “Male Athlete of the Year” by the Orange County Athletic Directors Association, all-CIF Division IA 1<sup>st</sup> team, Orange County Register All-Orange County 2<sup>nd</sup> team, Orange Coast League basketball’s “Most Valuable Player”, Gym Premier All-Orange County 1<sup>st</sup> Team, and three years All-League Coast League 1<sup>st</sup> team. Brandon has accepted a full athletic scholarship to play basketball at the University of California, Irvine beginning in fall 2015 and plans to major in Communications.

**RATIONALE:**

The Board of Education has requested the recognition of high school students who have earned outstanding achievements in sports.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Sofia Tam and Brandon Smith.



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

**Board Meeting**

**TITLE:** Simon Scholars Class of 2017

**ITEM:** Recognition

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the Simon Scholars Class of 2017.

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

For informational purposes.





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Santa Ana School Administrators' Association 2015 Scholarship Recipients

**ITEM:** Recognition

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize District students who are recipients of the 2015 Santa Ana School Administrators' Association (SASAA) Scholarship.

**RATIONALE:**

The SASAA Scholarship provides support for the education of our students to excel academically so they can complete a four-year degree. There are seven recipients receiving a 2015 SASAA scholarship.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Santa Ana School Administrators' Association 2015 scholarship recipients.



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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

May 26, 2015

CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Ms. Amezcua, Mr. Hernández, and Mr. Richardson.

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

CLOSED SESSION PUBLIC PRESENTATIONS

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

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

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed to consider personnel matters and negotiations.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:26 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Melissa Mayo, 8<sup>th</sup> grade student at McFadden Intermediate School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board approved the compulsory leave of absence of a certificated employee, as named in closed session, Employee ID#15159.

|             |          |          |          |          |          |          |           |          |            |          |
|-------------|----------|----------|----------|----------|----------|----------|-----------|----------|------------|----------|
| Moved:      | Palacio  | ___      | Iglesias | ___      | Amezcua  | <u>X</u> | Hernandez | ___      | Richardson | ___      |
| Seconded:   | Palacio  | ___      | Iglesias | ___      | Amezcua  | ___      | Hernandez | <u>X</u> | Richardson | ___      |
| Ayes:       | Palacio  | <u>X</u> | Iglesias | <u>X</u> | Amezcua  | <u>X</u> | Hernandez | <u>X</u> | Richardson | <u>X</u> |
| Noes:       | Palacio  | ___      | Iglesias | ___      | Amezcua  | ___      | Hernandez | ___      | Richardson | ___      |
| Final Vote: | <u>5</u> | Noes     | <u>0</u> | Abstain  | <u>0</u> | Absent   | <u>0</u>  |          |            |          |

By a vote of 5-0, the Board approved the First Amended Statement of Charges against a permanent classified employee, employee ID#23024.

Moved: Palacio \_\_\_ Iglesias \_\_\_ Amezcua X Hernandez \_\_\_ Richardson \_\_\_  
 Seconded: Palacio \_\_\_ Iglesias X Amezcua \_\_\_ Hernandez \_\_\_ Richardson \_\_\_  
 Ayes: Palacio X Iglesias X Amezcua X Hernandez X Richardson X  
 Noes: Palacio \_\_\_ Iglesias \_\_\_ Amezcua \_\_\_ Hernandez \_\_\_ Richardson \_\_\_  
 Final Vote: 5 Noes 0 Abstain 0 Absent 0

By a vote of 4-1 the Board took action to appoint Orin L. Williams to the position of Assistant Superintendent, Facilities and Governmental Relations

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

#### HIGH SCHOOL STUDENT AMBASSADORS

All High School Ambassadors were recognized for their diligence in bringing forth highlights and current events and information from their respective high schools. High School Ambassadors were Sofia Tam, Century; Fallen Akbari, Cesar Chavez; Paloma Duenas, Godinez Fundamental; Cindy Lopez, Lorin Griset Academy; Daniel Jimenez, Middle College; Giselle Cervantes, Saddleback; Hanna Galvan, Santa Ana; Geovanna Medel, Segerstrom; and Cindy Cuevas, from Valley.

#### RECOGNITIONS/ACKNOWLEDGMENTS

##### Philharmonic Society of Orange County

Mr. Richardson, on behalf of the SAUSD Board of Education recognized the Philharmonic Society of Orange County for their contributions to the children of Santa Ana. In attendance were Bobbie Rooker, Ann Niedringhaus, and Marian Levitt, Linda Wexler, Dorothy Kiger, Lynda Folsom, Pam Gosselin, Barbara Tanner, Betty Kohl, Pat Whittam, Judy Michel, Marian Levitt, Marie Wood, and Donna J. Delsandro.

##### Certificated Employee of the Month for May 2015 - Carmen Irene Schuell

Principal Mariana Garate cited Ms. Carmen Schuell, Walker Elementary teacher, selected as the Certificated Employee for the Month for May, for her outstanding and exemplary teaching. Carmen is also known for her kindness and gentle mannerism while always putting student academics first.

##### Classified Employee of the Month for May 2015, Caroline Rausch

Principal Teresa Stetler stated Ms. Caroline Rausch, Thorpe Fundamental Elementary School Library Media Technician is very involved in all school activities and goes above and beyond the call of duty with helping students learn the love of reading.

#### SUPERINTENDENT'S COMMENTS

Superintendent Miller opened his remarks by saying there have been many events lately, as we gear towards graduations, such as the Top 100 Scholars recognition program, plus the recognition of SAUSD's top two (2) male and female students. He shared about the personal growth in high school ambassadors at Board meetings. He mentioned that a SAUSD student received a full-tuition scholarship to West Point, the NJROTC Change of Command took place at Santa Ana High last week and Janet Napolitano, UC President, visited Santa Ana High and mingled with students as she encouraged academic success. Ms. Alicia Ausara with the National Distinguished Principals program surprised Ms. Lisa Solomon to congratulate her on behalf of ACSA as the National Distinguished Principal of the Year. Dr. Miller also invited the Board to take a part in the Senior Exit Interviews currently taking place at high schools. In addition, Ms. Sharon Romeo, Mendez Fundamental teacher was named OC Teacher of the Year and is eligible for CA Teacher of the Year. Superintendent Miller closed his remarks by paying tribute to Mr. Joe Dixon, Assistant Superintendent Facilities and Governmental Relations, as this is his last Board meeting before retiring.

#### PUBLIC PRESENTATIONS

Mr. Palacio asked those wishing to address the Board on matters related to agenda items to step to the podium as their names were read out.

Ms. Jeanette Zook addressed the Board regarding the Valley Stars Club. Ms. Zook thanked volunteers and all who donated prom dresses, shoes, makeup, haircuts, transportation, and corsages.

Student Ivan addressed the Board regarding the speech services.

#### **1.0 APPROVAL OF CONSENT CALENDAR**

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 5-0, with Mr. Richardson out of the room, to approve the Consent Calendar as follows:

- 1.1 Approval of Minutes of Regular Board Meeting of May 12, 2015
- 1.2 Orange County Department of Education Third Quarterly Report on School Accountability Report Card for Fiscal year 2014-15 Pursuant to Williams Settlement Legislation
- 1.3 Acceptance of Gifts in Accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests
- 1.4 Approval of Agreement between Jet Propulsion Laboratory, California Institute of Technology, and Santa Ana Unified School District for May 27, 2015 through September 1, 2015
- 1.5 Approval of Extended Field Trips in Accordance with Board Policy (BP) 6153 - School-Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips

- 1.6 Approval of Exploring Computer Science Course for High School Students
- 1.7 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for the 2014-15 School Year
- 1.8 Approval of Submission of Carl D. Perkins Career and Technical Education Improvement Act of 2006 Application for Funding of 2015-16 School year
- 1.9 Approval of Purchase Order Summary and Listing of Orders \$25,000 and over, for Period of April 29, 2015 through May 12, 2015
- 1.10 Ratification of Expenditure Summary and Warrant Listing of Checks for Period of April 29, 2015 through May 12, 2015
- 1.11 Acknowledgement of Receipt of Orange County School of the Arts Charter School Charter Renewal Petition
- 1.12 Adoption of Resolution No. 14/15-3059 - Authorization of Board Member's Absence from Board Meeting. Ms. Amezcua abstained from voting on this item.
- 1.13 Approval of Personnel Calendar Including the Transition of Specific Staff Members with Such Topics as Hiring, Promotions, transfers, Resignations, Retirements, and Leaves

## PUBLIC HEARINGS

Material Revision of INDA Charter School Charter Petition

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the material revisions of INDA Charter School Charter Petition.

Hearing no comments, the Public Hearing was closed.

Charter Renewal Petition for Orange County School of the Arts Charter School

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the charter renewal petition for Orange County School of the Arts Charter School.

Hearing no comments, the Public Hearing was closed.

Charter Renewal Petition for Orange County Educational Arts Academy

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the charter renewal petition for Orange County Educational Arts Academy.

Kimberly Barraza-Lyons, President, OCEAA Board of Directors and Kristin Collins, Interim Principal addressed the Board regarding the charter renewal petition.

Hearing no additional comments, the Public Hearing was closed.

INFORMATION

Enco Systems, Inc. for Closed Captioning of Board Meetings

Ms. Miller provided information regarding Closed Captioning of Board meetings. Direction of the Board is to agendaize the item for action at a subsequent Board meeting.

**REGULAR AGENDA - ACTION ITEMS**

- 2.0 ADOPTION OF RESOLUTION NUMBER 14/15-3060 - ESTABLISH A SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to adopt Resolution No. 14/15-3060 to establish a Special Reserve Fund for Postemployment Benefits.

- 3.0 AUTHORIZATION TO REJECT AND REBID BID PACKAGE 1001.1 AT FREMONT ELEMENTARY SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize rejection and rebid Bid Package 1001.1 at Fremont Elementary School Under Emergency Repair Program.

- 4.0 AUTHORIZATION TO REJECT AND REBID BID PACKAGE 1602 AT LATHROP INTERMEDIATE SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize rejection and rebid Bid Package 1602 at Lathrop Intermediate School Under Emergency Repair Program.

- 5.0 AUTHORIZATION TO AWARD CONTRACT FOR CONCRETE/ASPHALT PROJECT AT ADAMS ELEMENTARY SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize an award contract to Ben's Asphalt for Ben's Asphalt for Bid Package No. 2101 at Adams Elementary School Under Emergency Repair Program.

- 6.0 AUTHORIZATION TO AWARD CONTRACTS FOR ROOFING PROJECTS AT LINCOLN, MARTIN, REMINGTON, AND ROOSEVELT ELEMENTARY SCHOOLS AND LATHROP, SPURGEON, AND WILLARD INTERMEDIATE SCHOOLS UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize award contracts to Best Contracting Services, Inc. for Bid Package No. 2301 at Lincoln Elementary, Letner Roofing Company for Bid Package No. 1701 at Martin Elementary, Best Contracting Services for Bid Package No. 1901 at Remington Elementary, Best Contracting Services, Inc. for Bid Package No. 2501 at Roosevelt Elementary, Letner Roofing for Bid Package No. 1601 at Lathrop Intermediate, Best Contracting Services, Inc. for Bid Package No. 3001 at Spurgeon Intermediate, and Best Contracting Services for Bid Package No. 2001 at Willard Intermediate School for a total of \$3,981,980.00 under the Emergency Repair Program.

## CHANGE IN ORDER OF AGENDA

- 8.0 AUTHORIZATION TO EXTEND CONTRACTS AWARDED THROUGH REQUEST FOR PROPOSALS OR BID FOR 2015-16 FISCAL YEAR AND APPROVAL TO CONTINUE USE OF PREVIOUSLY APPROVED PIGGYBACK BIDS, CALIFORNIA MULTIPLE AWARD SCHEDULE AND WESTERN STATES CONTRACTING ALLIANCE AGREEMENTS

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0 to authorize the renewal of contracts awarded through Bids or Request for Proposals and approve the continued use of piggyback, California Multiple Award Schedule and Western States Contracting Alliance agreements which were previously Board approved for 2015-16 fiscal year for the term of the original contracts.

- 9.0 AUTHORIZATION TO RENEW ANNUAL LISTING OF AGREEMENTS/CONTRACTS WITH SANTA ANA UNIFIED SCHOOL DISTRICT AND VARIOUS CONSULTANTS SUBMITTED FOR 2015-16 FISCAL YEAR

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to authorize the renewal of annual listing of agreements/contracts with the Santa Ana Unified School District and various consultants for the 2015-16 fiscal year.

- 10.0 AUTHORIZATION TO RENEW SUBSCRIPTIONS WITH THE WARE GROUP FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize the renewal of subscription with The Ware Group for 2015-16 school year.

- 11.0 AUTHORIZATION TO UTILIZE PIGGYBACK CONTRACT FOR PURCHASE OF CLASSROOM AND OFFICE FURNITURE

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to utilize contracts awarded under Glendale Unified School District Bid No. P-16 14/15 for the purchase of classroom and office furniture.

- 12.0 APPROVAL OF HEAD START BUDGET ADJUSTMENT NO. 1 FOR 2014-15 PROGRAM YEAR

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 5-0, to approve the Head Start Budget Adjustment No. 1 for 2014-15 program year.

- 13.0 APPROVAL OF AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR 2014-15 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the agreement with Northwest Evaluation Association (NWEA) for 2014-1 school year.

- 14.0 APPROVAL OF DATA SHARING AGREEMENT BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND WESTED FOR PERIOD MAY 27, 2015 THROUGH DECEMBER 31, 2017

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to approve Data Sharing Agreement between Santa Ana Unified School District and WestEd for the period of May 27, 2015 through December 31, 2017.



15.0 RATIFICATION OF PERSONNEL AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION - SAFE SCHOOLS PROGRAM FOR SERVICES AT COMMUNITY DAY SCHOOL FOR APRIL 27, 2015 THROUGH JUNE 30, 2015

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to ratify the personnel agreement with the Orange County Department of Education - Safe Schools Program for intervention and support services from April 27, 2015 through June 30, 2015.

16.0 APPROVAL OF PARTNERSHIP PROPOSAL WITH DISCOVERY EDUCATION SCIENCE TECHBOOK FOR 2015-21 SCHOOL YEARS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to approve the partnership proposal with Discovery Education Science Techbook for 2015-21 school years.

17.0 APPROVAL OF MATERIAL REVISION TO INDA CHARTER SCHOOL CHARTER PETITION AND ADOPT RESOLUTION NO. 14/15-3061

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to adopt Resolution No. 14/15-3061, approving the material revisions of the INDA Charter School Charter Petition.

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

Mr. Richardson disclosed the following statement concerning agenda items 7.2 and 7.4: The items involve a proposed contract between the District and the Boys & Girls Club of Santa Ana. He stated, "due to serving on both boards and although I have not participated in the development of that contract, I am advised I have a "remote interest" in the contract under the provisions of Government Code Section 1091(b)(1). As a result, and in accordance with that government code, I hereby disclose that interest to the Board and request that this disclosure be noted in the Board's official Minutes, and will additionally abstain from any participation in the discussion or vote on this matter. Mr. Richardson left the room for this action.

7.1 Active Learning

Item removed and will return to a subsequent Board meeting

7.2 Boys & Girls Club of Santa Ana (Future Leaders)

Item removed and will return to a subsequent Board meeting)

7.3 Discovery Cube

7.5 Toyama Karate-Do

7.6 Jose Hernandez Mariachi Academy

Items taken collectively: It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0 to award contracts for after school enrichment program provider services, pursuant to RFP No. 15-15 for the 2015-18 school years to Discovery Cube, Toyama Karate-Do, and Jose Hernandez Mariachi Academy.

7.4 Boys & Girls Club of Santa Ana (Arts & Culture)

It was moved by Ms. Amezcua, seconded by Ms. Iglesias and carried 3-1-0 to reject the bid and rebid for after school enrichment program provider services for the 2015-18 school years.

NEW AND REVISION OF EXISTING BOARD POLICIES

Board Policy (BP) 5125 - Student Records

For first reading; no action necessary.

Board Policy (BP) 5125.1 - Release of Directory Information

For first reading; no action necessary.

Board Policy (BP) 3312 - Contracts

Item tabled for subsequent Board meeting.

BOARD REMARKS

Mr. Richardson:

- Paid tribute and expressed gratitude to Joe Dixon, Assistant Superintendent Facilities and Governmental Relations, who is retiring at the end of the month
- Recently went on a construction hosted by Mr. Dixon
- Attended the Top 100 student awards banquet and thanked Mr. Hamlin for his contributions to SAUSD and for the use of Guaranty Chevrolet
- Thanked and said how proud he is of the Boys & Girls Club of Santa Ana for their contributions to the children of Santa Ana

Ms. Amezcua:

- Looks forward, as a new Board member to her first year of graduations
- Attended the Top 100 event and it was great and exciting!
- Encouraged those who haven't been a part of the Senior Exit Interviews to get involved
- Mention of the many good things going on at SAUSD. She noted, the Board wants to do the very best for our students
- Inquired about the Joven Noble graduation date and asked to send date to Board members when determined
- Paid tribute to Mr. Dixon and also on behalf of her father, Al Amezcua

Mr. Hernández:

- Paid tribute to Mr. Dixon, called him an invaluable member of the SAUSD and will be greatly missed, retiring at the end of May

Mr. Palacio:

- Expressed gratitude to Mr. Dixon, and echoed sentiments from other Board members
- Attended the Top 100 student banquet recently held
- Attended the NJROTC Change of Command where they were received the Distinguished Unit Award and named one of the best outfits in the US
- Attended the Wrestling Hall of Fame where Santa Ana High teacher and coach Scott Glabb was inducted into the National Wrestling Hall of Fame
- Thanked the student ambassadors for doing job well done
- Thanked the Kiwanis, Lions, and Soroptimist service clubs for their great work

- Congratulated Teacher of the Year Sharon Romeo
- Thanked Jeanette Vargas-Zook and staff for being instrumental in the Valley Stars Club and also for their assistance with parents for a proper burial for a special needs student

Ms. Iglesias

- The meeting was adjourned in memory of former employees Nancy Diaz-Miller and Robert Goodall, as well as student Pilar Naranjo
- Thanked Brown Colonial Mortuary for their contributions to the Naranjo family

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 9:38 p.m.

The next regularly scheduled meeting of the Board of Education will be held on Tuesday, June 9, 2015 at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Richard L. Miller, Ph.D.  
Secretary, Board of Education

RESOLUTION NO. 14/15-3059

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

Certification of a Board Member's Absence from Board Meeting

Valerie Amezcua

**WHEREAS**, Education Code Section 35120(c) states that "a Board 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 as deemed acceptable by the Board;" and

**WHEREAS**, The Board of Education does find that Board Member Valerie Amezcua was absent from Board meeting on May 12, 2015.

**NOW, THEREFORE, BE IT RESOLVED:** That the Board of Education authorizes payments for Board Member Amezcua for the Regular meeting of May 26, 2015, from which she was absent.

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

AYES: John Palacio, Cecilia Iglesias, Jose A. Hernandez, and Rob Richardson

NOES:

ABSENT:

ABSTAIN: Valerie Amezcua

STATE OF CALIFORNIA) )SS:  
COUNTY OF ORANGE )

/ / /

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 26<sup>th</sup> day of May 2015 and passed by a  
5 vote of 4-0 of said Board.

6 IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of May, 2015.

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

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RESOLUTION NO. 14/15-3060

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

Resolution to Establish Special Reserve Fund  
for Postemployment Benefits (Fund 20)

On motion of Valerie Amezcua, duly seconded, the following resolution was adopted:

WHEREAS, in accordance with California Department of Education regulations, Santa Ana Unified School District currently uses Fund 20 , Special Reserve for Postemployment Benefits Fund, to account for monies accumulated for post-employment benefits; and

WHEREAS, effective with the 2014-15 school year, in accordance with Federal GASB 34 regulations, the California Department of Education has established a new fund, which is not a fiduciary trust fund, to account for retirement benefits; and

WHEREAS, the Orange County Department of Education, in complying with the said code sections, has established fund 2020 for this purpose; and,

WHEREAS, the Santa Ana Unified School District wishes to comply with the California Administrative and Education Code provisions and the Orange County Department of Education directives;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board authorizes the Administration to establish a of Special Reserve Fund for Postemployment Benefits with the County Treasurer for the purpose of accumulating revenues effective May 26, 2015.

AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, José A. Hernández, and Rob Richardson

NOES: -

ABSENT: -

May 26, 2015

39 I, Richard L. Miller, Ph.D., Secretary to the Board of Trustees of the Santa Ana  
40 Unified School District of Orange County, California hereby certify that the above  
41 and foregoing resolution was duly and regularly adopted by the said Board at a  
42 regular meeting thereof held on the 26th day of May, 2015.

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44 IN WITNESS OF I have hereunto set my hand and seal this 26<sup>th</sup> day of May 26, 2015.

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

RESOLUTION NO. 14/15-3061

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

Approving Material Revisions to Charter for  
INDA Charter School

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**WHEREAS**, pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 et seq.) the Governing Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is required to review and authorize creation and/or renewal of charter schools and provide oversight to charter schools which it authorizes; and

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**WHEREAS**, the Governing Board of SAUSD has approved the Charter ("Charter") for INDA Charter School ("INDA") with the current term running through and including June 30, 2020; and

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**WHEREAS**, pursuant to the Charter Schools Act of 1992, material revisions to a charter school's charter are governed by the standards and criteria applicable to initial requests for a charter, including approval by the oversight agency, and at the time of any material revision to a charter, the revised charter must include a reasonably comprehensive description of any requirement applicable to charter schools that was enacted into law after that charter was previously granted/renewed; and

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**WHEREAS**, on or about May 18, 2015, INDA delivered to SAUSD a request for material revisions to the INDA Charter with INDA's primary purpose in requesting the revisions being changes to the name of the charter school, the initial opening date, the initial location, and the governance structure. Other changes include, but are not limited to, the editing and updating of language to clarify the concept, practices, and educational program specific to the operation of the district sponsored "dependent" charter school and to ensure legislative compliance; and

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**WHEREAS**, in accordance with the Charter Schools Act of 1992, the revised Charter was brought to the District Governing Board meeting of May 26, 2015, at which time it was received by the District Governing Board, thereby commencing the timelines for District Governing Board action thereon; and



39       **WHEREAS**, a public hearing on the provisions of the Charter was conducted on  
40 May 26, 2015, pursuant to Education Code Section 47605, at which time the District  
41 Board considered the level of support for the material revisions to the Charter by  
42 teachers employed by the District, other employees of the District, and parents;  
43

44       **WHEREAS**, District staff have reviewed and analyzed the information received  
45 with respect to the Charter, including the specific material revisions requested  
46 and information related to the operation and potential effects of INDA; and  
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48       **WHEREAS**, INDA has included a reasonably comprehensive description of the new  
49 legal requirements that have been enacted into law, including a Local Control and  
50 Accountability Plan for INDA; and  
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52       **WHEREAS**, based upon its review of the revised Charter, District staff has  
53 made a recommendation to the District Governing Board that the materially revised  
54 INDA Charter be approved;  
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56       **WHEREAS**, the Governing Board has fully considered the revised Charter and the  
57 recommendation provided by District staff.  
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59       **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**  
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- 61 I. That the Governing Board of SAUSD finds the above listed recitals to be true  
62 and correct and incorporates them herein by this reference.  
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- 64 II. That the Governing Board of the Santa Ana Unified School District hereby  
65 approves the request for material revisions. The INDA Charter that the  
66 Governing Board is hereby approving is attached hereto as Exhibit "A."  
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May 26, 2015

The foregoing resolution was considered, passed, and adopted by this Board at its regular meeting of May 26, 2015.

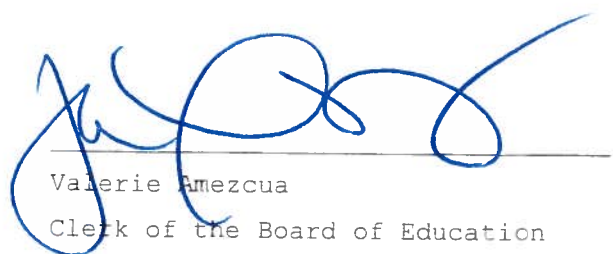
By:   
John Palacio, President  
President of the Board of Education  
Santa Ana Unified School District

Attest:   
Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

STATE OF CALIFORNIA )  
 ) ss  
ORANGE COUNTY )

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, hereby certify that the foregoing is a true and correct copy of Resolution No. 14/15-3061, which was duly adopted by said Board at a regular meeting thereof held on the 26<sup>th</sup> day of May, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

By   
Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

[ATTACH A COPY OF THE REVISED INDA CHARTER AS EXHIBIT A]

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**AGENDA ITEM BACKUP SHEET**  
**June 9, 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**

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**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.



SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - June 9, 2015

| School:                       | Gift:            | Amount:          | Donor:   | Used for:                      |
|-------------------------------|------------------|------------------|--|--------------------------------|
| Diamond Elementary            |                  | \$666            | Studio 1<br>Distrinctive<br>Portraiture<br>Mr. Rick Lutz<br>Rancho Cucamonga | Student recognition incentives |
| Lincoln Elementary            |                  | \$614            | Lincoln PTA<br>Ms. Maria Sedono<br>President<br>Santa Ana                    | Field trip expenses            |
| <b>June 9, 2015 donations</b> |                  | <b>\$1,280</b>   |  |                                |
| <b>2015 Total donations</b>   | <b>\$225,306</b> | <b>\$226,586</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**  
**June 9, 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**

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**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 - June 9, 2015

| Date:                                    | Schools/Location:  | Funding and Cost:                              | Student(s): | Staff and Chaperone: |
|--|--|--|-------------|----------------------|
| August 11-14, 2015<br>(Tuesday - Friday) | Middle College High School<br>55 <sup>th</sup> Annual Orange County Leadership Conference<br>UC Santa Barbara<br>Santa Barbara | \$265.00 per student (s)<br>(cost paid by ASB) | 25          | 3                    |

***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 Middle College 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:** Middle College 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:** 25 students and 3 chaperones (2 certificated and 1 classified).
- COSTS:** \$265.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Cost paid by ASB funds.
- RECOMMENDATION:** Approve the request for Middle College High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 11-14, 2015.



**RECOMMENDATION:**

Approve ENCO Systems, Inc. to provide automatically-generated closed captioning on real-time live video for District Board meetings.

DM:sz



VMI, Inc -So. California  
 11258 Monarch Street, Unit A  
 Garden Grove, CA 92841

Phone (714) 894-6100  
 Fax (714) 894-6110

**Apr 20, 2015**

Quote Number  
**11242**

Work Phone

Fax Number  
 714-480-5301  
 email Number

Salesperson  
 Lwilson  
 lwilson@vmivideo.com

Santa Ana Unified School District  
 1601 E. Chestnut  
 Santa Ana, Ca 92701-6322  
  
 Att: Sau Pham

Here is the quotation you requested:

| Item | Qty | Ttl | Manufacturer | Model Number | Description   | Unit Price | Extension  |
|------|-----|-----|--------------|--------------|---|------------|------------|
| 1    | 12  | 12  | Enco         | ENCAPTION3   | enCaption3 hardware/software:<br>lease price is based on a 12<br>month contract, with a monthly fee | \$895.00   | \$10740.00 |

If you have any questions, please call me at 562-594-1111. Thank you for the opportunity to quote prices to you.  
  
 Lewis Wilson  
 VMI, Inc

|                       |                   |
|-----------------------|-------------------|
| <b>Taxable Amount</b> | <b>\$10740.00</b> |
| <b>Tax</b>            | <b>\$0.00</b>     |
| <b>Non Txble Amnt</b> |                   |
| <b>Shipping Chg</b>   |                   |
| <b>Total Charges</b>  | <b>\$10740.00</b> |



VMI, Inc -So. California  
 11258 Monarch Street, Unit A  
 Garden Grove, CA 92841

Phone (714) 894-6100  
 Fax (714) 894-6110

**Apr 8, 2015**

Quote Number  
**11233**

Work Phone

Fax Number  
 714-480-5301  
 email Number

Salesperson

Lwilson  
 lwilson@vmivideo.com

Santa Ana Unified School District  
 1601 E. Chestnut  
 Santa Ana, Ca 92701-6322  
  
 Att: Sau Pham

Here is the quotation you requested:

| Item | Qty | Ttl | Manufacturer | Model Number  | Description                  | Unit Price | Extension |
|------|-----|-----|--------------|---------------|------------------------------|------------|-----------|
| 1    | 1   | 1   | Link         | HDE-3000/2    | HD SD SDI Closed Caption     | \$8665.00  | \$8665.00 |
| 2    | 1   | 1   | Telestream   | CAPTIONMAKERP | RO software                  | \$6325.00  | \$6325.00 |
| 3    | 1   | 1   | Nuance       | DRAGON        | NaturallySpeaking 13 Premium | \$199.00   | \$199.00  |

If you have any questions, please call me at 562-594-1111. Thank you for the opportunity to quote prices to you.  
  
 Lewis Wilson  
 VMI, Inc

|                       |                   |
|-----------------------|-------------------|
| <b>Taxable Amount</b> | <b>\$15189.00</b> |
| <b>Tax 8%</b>         | <b>\$1215.12</b>  |
| <b>Non Txble Amnt</b> |                   |
| <b>Shipping Chg</b>   |                   |
| <b>Total Charges</b>  | <b>\$16404.12</b> |



# ENCAPTION<sup>3</sup>

FULLY AUTOMATED REAL-TIME CAPTIONING SYSTEM

ENCO Systems has been delivering quality solutions to markets on six continents for over 30 years. Now the company well known world-wide for their award winning DAD Radio Automation and DADtv instant audio playout products presents **enCaption<sup>3</sup>**.

enCaption<sup>3</sup> is a unique totally automated hardware/software system that can automatically generate captioning on live video. Using enCaption<sup>3</sup>, content creators can provide real-time, live captioning to their hearing impaired audience any time, without any advance notice and without the high costs of live captioners or signers.

enCaption<sup>3</sup> uses ENCO's enhanced speaker independent neural network based speech recognition engine to closely inspect and transcribe your audio in near real-time (typically 4-6 seconds). Available in a number of languages, enCaption<sup>3</sup> works with your audio stream, whether recorded or live and is local to your facility. This puts you in control of the captioning process and makes it available even in the most demanding situations.

This is not an ENR/prompter based system nor is it a 're-speaking' system requiring live personnel to operate. enCaption<sup>3</sup> is a fully automated, true speaker independent speech recognition based system that is available whenever you need it.



**THANK YOU FOR WATCHING ACTION NEWS  
STAY TUNED**

**AUTOMATIC SPEAKER INDEPENDENT SPEECH  
RECOGNITION** means no voice training required

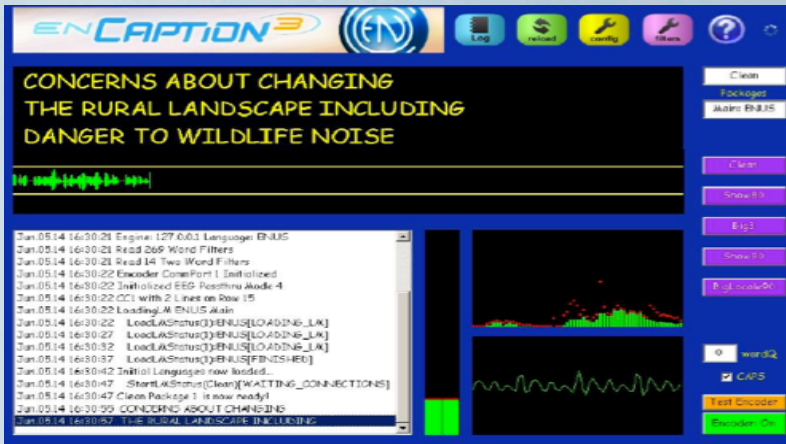
**24/7/365 AVAILABILITY** avoids potentially large government fines for not captioning!

**MONTHLY SERVICE MODEL** that reduces operating costs

**LEARNS YOUR LOCAL PLACE** and people names to constantly improve accuracy!



**ENCO**  
AUDIO PLOUT AND AUTOMATION SOLUTIONS



While enCaption<sup>3</sup> is not ideal for use where background noise is high or scoring or other musical elements are present underneath spoken voices, when a clean audio feed and script material (used to build and maintain a local dictionary) can be provided, enCaption<sup>3</sup> gets the job done - reliably, accurately and at a significant cost savings.

The system consists of a rack-mount processor unit that provides a serial data stream, feeding your captioning encoder. With the reality of regulatory captioning requirements and increasing, ENCO's enCaption<sup>3</sup> system can economically meet your needs 24 hours a day. Whether you're closed captioning for video or open captioning for meetings, don't wait (or pay) for a live captioner. With enCaption<sup>3</sup>, you're ready... now. With the reality of regulatory captioning requirements and increasing, ENCO's enCaption<sup>3</sup> system can economically meet your needs 24 hours a day. Whether you're closed captioning for video or open captioning for meetings, don't wait (or pay) for a live captioner. With enCaption<sup>3</sup>, you're ready... now.

Custom-packaging can be configured to recognize a station specific set of words. You could configure one package for the morning show and another for the evening news or you could configure one for weather and traffic, one for news packages, and a third for the anchor.

Linking enCaption<sup>3</sup> to your electronic newsroom system allows it to automatically access current and historical script information to build a local dictionary which allows the system to improve accuracy over time it literally gets better every day!

#### REQUIREMENTS:

Technical requirements are straightforward; AC power, clean (mix-minus preferred) audio feed of voice material to be captioned (free from noise, music etc.), a source for script material or an IP link to your electronic newsroom system (optional), a serial or IP connection to your closed caption encoder and IP connection to ENCO Systems for remote configuration and diagnostics. An executed ENCO enCaption Software License Agreement is required prior to system shipment. Supported languages include Danish, Dutch, English (American, Australian, British and Canadian), French (Canadian and European), German, Greek, Italian, Modern Standard Arabic, Polish, Portuguese (South American and European), Romanian, Spanish (Latin American and European) and Swedish. Custom packages can be configured to recognize a station-specific set of words. You could configure one package for the morning show and another for the evening news or you could configure one for weather and traffic, one for news packages, and a third for the anchor. Linking enCaption<sup>3</sup> to your electronic newsroom system allows it to automatically access current and historical script information to build a local dictionary which allows the system to improve accuracy over time - it literally gets better every day!

Serve Your Hearing Impaired Audience For a Fraction of The Cost of Traditional Captioning Services

For more information please contact your local ENCO representative.

ENCO SYSTEMS, INC.

+1(248) 827-4440 www.enco.com sales@enco.com



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Globalization Course for High School Students**

**ITEM:**                   **Consent**

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

**PREPARED BY:**    **Ed Winchester, Executive Director, Secondary Education**

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

The proposed Globalization course takes an interdisciplinary approach to developing a balanced understanding of worldwide current issues and the critical importance of responsible global citizenship. Further, it will prepare students to leave high school to enter college, career, and life with a solid understanding of how they see themselves in relation to our growing global society and so that they may see what their role is contributing to the general welfare of society. This course also helps develop academic skills in reading, analysis, and writing based on multiple print and media sources. It gives students a broad opportunity to work with technology to create learning opportunities that include group projects and presentations.

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

This course supports LCAP goal 1.1 “Provide equitable student access to a rigorous, standards-based, instructional program.”

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Globalization course for high school students.



## Course Information

### Social Science 8

|                       |                              |                           |                        |
|-----------------------|------------------------------|---------------------------|------------------------|
| <b>Course Title:</b>  | Globalization                | <b>District Course #:</b> |                        |
| <b>Department:</b>    | Secondary Education          | <b>Grade Level:</b>       | 10-12                  |
| <b>Course Length:</b> | Full year (2 semesters)      | <b>Subject Area:</b>      | History-Social Science |
| <b>Credits:</b>       | 5 per semester (total of 10) |                           |                        |

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Globalization and International Relations is a series of innovative curriculum guides created by the University of California, Irvine's School of Social Sciences for secondary school educators and students on the 21<sup>st</sup> century forces and issues of globalization. This curriculum is designed to introduce high school students to the formal academic disciplines of anthropology, economics, geography, international studies, political science, and sociology. This Global Connect @ UCI program translates cutting edge university social science teachings, on the 21<sup>st</sup> century, into age-appropriate curriculum for high school learners by allowing sharing of original university research and teachings with K-12 students and teachers. The study of worldwide issues through Globalization and International Relations establishes an environment that creates responsible global citizens and encourages students to pursue higher education. Globalization and International Relations builds a bridge to the world for our nation's secondary school students.

Globalization and International Relations dedicates its educational program and publications to addressing California's History-Social Science Curriculum Framework and the National Curriculum Standards for Social Studies. The course will be a 2-semester (year-long) class that focuses on current events and issues. Classroom lessons are innovative in structure using interactive problem-based workshops and capstone projects that not only teach students factual information, but serve as an ideal platform for analytical-reflective thinking about global issues.

Primary Text: *GlobalScope: Introduction to Globalization*; *GlobalScope: Project of Change*; *GlobalScope: Comparing the Wealth of Nations*; *GlobalScope: the Introduction to International Relations*; *GlobalScope: Global Perspectives*, Global Connect @ UC Irvine Publication

Scope and Sequence:

| Title   | Time           | Performance Task  | Big Idea                              | Essential Questions  | Core Texts   |
|---|----------------|---|---------------------------------------|--|--|
| <p><b>UNIT 1:<br/>Introduction to Globalization</b></p> <p>CCSS for Social Sciences:<br/>RH2 (11/12):.<br/>RWHST7 (11/12):</p> <p><i>Subtopics:</i></p> <ul style="list-style-type: none"> <li>· <i>Global Citizenship</i></li> <li>· <i>Intro to Globalization</i></li> <li>· <i>Our Earth</i></li> <li>· <i>Water: A Global Problem</i></li> <li>· <i>Globalization of Science</i></li> <li>· <i>Appreciating Cultural Diversity</i></li> <li>· <i>Immigration</i></li> <li>· <i>Inequality: Where do You Fit In?</i></li> <li>· <i>Global E-Community</i></li> </ul> | <p>8 Weeks</p> | <p>*Globalization Journal<br/>*Global Citizens' Essay<br/>*Online Research to complete a continent comparison<br/>*Article analysis and summary<br/>*Online research for finding comparative articles<br/>*Interactive video interviews with Nobel Scientists<br/>*Create a personal culture profile (beliefs and values and artifacts)<br/>*Forces of immigration: writing response to informational text<br/>*Create a global collage that depicts the meaning of inequality and write captions</p> | <p>Change is necessary for growth</p> | <p>1.) What is meant by the phrase, “Global Citizen?”<br/>2.) How do we define “globalization” in geographic terms?<br/>3.) What are the cultural ties that connect the global population of 7 billion people?<br/>4.) How do scientific ideas and discoveries connect nations by addressing shared challenges?<br/>5.) What 21<sup>st</sup> Century environmental challenges do we need to address in order to protect and provide for the growing global population?<br/>6.) How do the forces of “push” and “pull” define contemporary migration patterns across borders?<br/>7.) What methods are used to measure economic conditions within a given nation and different nations?</p> | <p><i>GlobalScope: Introduction to Globalization;</i><br/><i>Global Connect @ UC Irvine</i><br/><i>Publication</i></p> |



|  |                |  |                                       |   |  |
|--|----------------|--|---------------------------------------|---|--|
| <p><b>UNIT 2:<br/>Project of Change</b></p> <p>CCSS for Social Science:<br/>RH7 and 9(11/12)<br/>WHST 6, 7, 8, &amp; 9 (11/12)</p> <p><b>Subtopics:</b><br/>-Introduction to Millennium<br/>Development Goals (MDG's)<br/>-Non-governmental Organizations (NGO's)<br/>-Poverty and Hunger<br/>-Universal Primary Education<br/>-Gender Equity<br/>-Maternal Health/Child Mortality<br/>-Borderless Diseases<br/>-Environmental Sustainability<br/>-Developing Global Partnerships<br/>-Post-2015 MDG's</p> | <p>8 Weeks</p> | <p><i>*Capstone Project:</i><br/>Create your own Non-Governmental Organization (NGO) based on one of the United Nations Millennium Developmental Goals- Student teams will develop their Project of Change. The projects will be exhibited and judged according to an established rubric. Students will also be responsible for creating a personal Global Issues Journal.</p> | <p>Change is necessary for growth</p> | <ol style="list-style-type: none"> <li>1.) <b>How does the world identify the needs of the global population?</b></li> <li>2.) <b>What organization has developed a strategy for seeking solutions?</b></li> <li>3.) <b>Who are the problem solvers?</b></li> <li>4.) <b>What is an NGO?</b></li> <li>5.) <b>Can <u>you</u> become an agent of change?</b></li> </ol> | <p><i>GlobalScope: Project of Change, Global Connect @ UC Irvine Publication</i></p> |
|--|----------------|--|---------------------------------------|---|--|

|   |                |  |                                  |   |  |
|---|----------------|--|----------------------------------|---|--|
| <p><b>UNIT 3:<br/>Comparing the Wealth of Nations</b></p> <p>CCSS for Social Sciences: RH 1-9 (11/12)<br/>WHST 1-10 (11-12)</p> <p><i>Subtopics:</i></p> <p>-<i>Economic Roots of Globalization</i><br/>-<i>Defining Wealth</i><br/>-<i>Comparing the Wealth of Nations</i><br/>-<i>Multi-national Corporations</i><br/>-<i>Global Impacts of the Great Recession</i></p> | <p>8 Weeks</p> | <p><i>Capstone Project:</i><br/>Multi-national Corporation Profile<br/>Powerpoint<br/>Presentation- Students will be required to conduct online research related to two different nations. Compare and contrast specific characteristics of a developed nation to those of a developing nation. Students will be required to identify the traits and assets that nation-states need in order to attract international investment and global business activity from multi-national corporations. Upon completing research, each student will conduct a presentation to present their findings</p> | <p>Power comes in many forms</p> | <ol style="list-style-type: none"> <li>1.) What is meant by economic globalization?</li> <li>2.) What are the characteristics of personal and national wealth?</li> <li>3.) What is the significance of non-state actors in the global economy?</li> <li>4.) What are the ethical issues behind labor practices associated with mass production?</li> </ol> | <p><i>GlobalScope: Comparing the Wealth of Nations</i>, Global Connect @ UC Irvine Publication</p> |
|---|----------------|--|----------------------------------|---|--|



|   |                |   |  |  |  |
|---|----------------|---|--|--|--|
| <p><b>UNIT 4:<br/>Introduction to<br/>International<br/>Relations</b></p> <p>CCSS for History and<br/>Social Science:</p> <p>RH 1-9 (11-12); WHST 1-<br/>10 (11-12)</p> <p><b>Subtopics:</b><br/>-Introduction to Nation-<br/>states<br/>-Infrastructure<br/>-Exploring foreign policy<br/>-Failed states<br/>-International law and<br/>human rights<br/>-Genocide</p> | <p>8 Weeks</p> | <p><i>Capstone Project:</i><br/>Students will keep an<br/>International Reporters’<br/>Notebook. Students<br/>will act as an<br/>international reporter,<br/>conduct internet<br/>searches linked to<br/>topical prompts related<br/>to relevant and timely<br/>international news,<br/>discern quality articles,<br/>correctly cite sources a<br/>evaluate the validity of<br/>the sources and write<br/>cohesive summaries of<br/>the articles. Students<br/>will then write a weekly<br/>opinion column, on the<br/>weekly topics, modeled<br/>after the style of noted<br/>international columnists<br/>from newsworthy<br/>organizations such as<br/>Newsweek,<br/>Washington Journal,<br/>Wall Street Journal or<br/>the Los Angeles Times.</p> | <p>Order<br/>leads to<br/>chaos<br/>and<br/>chaos<br/>leads to<br/>order</p> | <p><b>How do does order lead to chaos and<br/>chaos lead to order in the global<br/>arena?</b></p> <ol style="list-style-type: none"> <li>1.) Who are considered “global<br/>actors?” and what impact do<br/>they have on international<br/>relations in the 21<sup>st</sup> century?</li> <li>2.) How does a government build<br/>a nation and what is meant by<br/>“infrastructure?”</li> <li>3.) What is foreign policy and<br/>how does a nation set forth its<br/>international agenda and<br/>priorities related to its foreign<br/>policy?</li> <li>4.) What are the indicators of a<br/>failing nation?</li> <li>5.) What nations are currently<br/>struggling to survive and why?</li> <li>6.) What is meant by “human<br/>rights” and why is it important<br/>to understand the concept.</li> <li>7.) Can international law be<br/>effectively established to<br/>prevent future human rights<br/>violations?</li> <li>8.) Through 21<sup>st</sup> century<br/>technology, distant crimes<br/>against humanity have been<br/>brought to our minds and eyes.<br/>In today’s world, how can we<br/>ignore and fail to address<br/>contemporary acts of<br/>genocide?</li> <li>9.) How can apply the lessons of<br/>the Holocaust to Darfur?</li> </ol> | <p><i>GlobalScope: Introduction to<br/>International Relations, Global<br/>Connect @ UC Irvine<br/>Publication</i></p> |
|---|----------------|---|--|--|--|



Sample Syllabus:

## **Globalization**

### **Student Learner Outcomes**

- ❖ Students will become critical thinkers by being problem solvers, collaborators, data evaluators, informational synthesizers and life-long learners
- ❖ Students will become responsible citizens by upholding democratic ideals, being agents of change and being social activists
- ❖ Students will display integrity by being respectful, adaptable, goal-oriented, dedicated and compassionate

### **Course Curriculum**

#### *Some of the ground we will cover:*

Unit 1: Introduction to Globalization: Students will be introduced to the nature and significance of globalization of the 21<sup>st</sup> century through an academic sampler of different topics such as: global citizenship, introduction to globalization; our earth; water as a global problem; food scarcity; globalization of science; appreciating cultural diversity; immigration; and inequality. Students will keep journals, write analytical essays, read articles, create personal culture profiles, write responses to informational text and create a global collage that depicts the meaning of inequality and write captions

Unit 2: Project of Change: In this unit, students will be introduced to the United Nations' Millennium Development Goals (MDSs); Non-Governmental Organizations (NGO's); poverty and hunger; universal primary education; gender equity; maternal health/child mortality; borderless diseases; environmental sustainability; developing global partnerships; and post 2015 MDG's. Students will participate in interactive workshops, study multiple primary and secondary resources, write expository short essays; create presentations to address local and global social problems. Students will complete a capstone project by creating their own Non-Governmental Organization (NGO) based on one of the United Nations Millennial Developmental Goals. The projects will be exhibited and judged according to an established rubric. Students will also be responsible for creating a personal Global Issues Journal.

Unit 3: Comparing the Wealth of Nations: In this unit, students will understand the economic roots of globalization; define personal and national wealth; compare the wealth of nations; rank nations by economic power and standards of living; and analyze the global impact of the Great Recession. Students will complete a capstone project by creating a multi-national corporation profile power point presentation. Students will conduct online research related to two different nations. They will compare and contrast specific characteristics of a developed nation to those of a developing nation. Students will be required to identify the traits and assets that nation-states need in order to attract international investment and global business activity from multi-national corporations. Upon completing research, each student will conduct a presentation to present their findings.

Unit 4: Introduction to International Relations: In this unit, students will read non-fiction primary source documents related topics such as nation-states infrastructure; foreign policy; failed states; international law and human rights; and genocide. Students will keep an International Reporters' Notebook and write a weekly opinion column, on the weekly topics, modeled after the style of noted international columnists from newsworthy organizations such as Newsweek, Washington Journal, Wall Street Journal or the Los Angeles Times

**Course Materials**  
*What you need to achieve:*

**Everyday Equipment:**

School agenda, pen and pencil, college-ruled paper , school binder, highlighters (green, blue, yellow, pink); technology device

**Texts:**

*GlobalScope: Introduction to Globalization;*

*GlobalScope: Project of Change;*

*GlobalScope: Comparing the Wealth of Nations;*

*GlobalScope: the Introduction to International Relations;*

*GlobalScope: Global Perspectives, Global Connect@UCIrvine Publications*

**Grade Categories: *Grades for achievement will be awarded according to the following categories:***

- ❖ Tests/Quizzes (20%)
- ❖ Classwork 15%
- ❖ Homework 10%
- ❖ Capstone Projects: 50%
- ❖ Class participation: 5%

**Academic Learning Support**

Those students who score below proficient on unit assessments will be referred for after-school tutoring. Tutoring will also be available to students who are seeking further assistance with their course assignments. Tutoring will be offered after school. Please see your teacher for tutoring schedule.

**Make-Up Work Policy**

**Excused absences:** It is the responsibility of the student to make up any work missed during a period of excused absence. A student will be given the same number of days to make up work as days she or he was absent.

**Unexcused absences:** Students will be given zero credit for all work missed during a period of unexcused absence.

**Late Work:** Late work will not be accepted.

**Make-Up Exams:** Make-up tests will be given during tutoring hours.

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Memorandum of Understanding between California College Guidance Initiative and Educational Services for 2015-16 School Year**

**ITEM:**                   **Consent**

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

**PREPARED BY:**    **Ed Winchester, Executive Director, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Memorandum of Understanding (MOU) between California College Guidance Initiative (CCGI) and Educational Services for the 2015-16 school year.

**RATIONALE:**

The District is completing its first year of a partnership with CCGI for the express purpose of supporting students, counselors, parents, and community-based organizations with technological tools that can help guide students as they prepare for success in high school and then college. The goal of the partnership is to ensure that all District grade 6-12 students have access to the tools and information they need to plan, prepare, and successfully transition to college.

In the Santa Ana Unified School District, CCGI has introduced tools and resources to students via in-class workshops, grade-specific conferences, and Advancement Via Individual Determination (AVID) lessons. These tools include college and career interest surveys for exploration of potential careers, information on which college majors are best for which careers, and a four-year plan via a “Plan of Study” tool which helps students plot their own path to graduation and check in real-time for a-g progress and completion.

Overall, this partnership has accomplished a lot in a short period of time, in enhancing student knowledge and ability, to take an active role in preparing for their future success. In one year, we have more than 16,000 students who have created accounts.

This MOU supports LCAP goals: 1.11 “Ensure success for low-income pupils by providing transition support.” and 2.3 “Increase resources to schools to support extracurricular programs for students, instructional materials, and other programs and supplies.”

**FUNDING:**

LCAP: \$40,000

**RECOMMENDATION:**

Approve the Memorandum of Understanding between the California College Guidance Initiative and Educational Services for the 2015-16 school year.

DM:EW:sz



**Memorandum of Agreement  
California College Guidance Initiative**

*Agreement No. CG-031-15*

This Memorandum of Agreement ("Agreement") is entered into and shall be effective as of July 1, 2015, ("Effective Date"), by and between the Foundation for Community Colleges, a nonprofit 501(c)(3) organization ("Foundation") which operates the California College Guidance Initiative ("CCGI") project as a fiscal sponsor and **Santa Ana Unified School District** ("District"). For the purposes of this Agreement the "Party" shall mean either Foundation or District and "Parties" shall mean both Foundation and District. For the avoidance of doubt, CCGI is not a designated corporate entity and is not a party to this Agreement.

**RECITALS**

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is a campaign ("CCGI Program") operated by Foundation in order to ensure (a) the awareness and utilization of online planning tools in K-12 districts (b) systematic baseline guidance and support for 6<sup>th</sup>-12<sup>th</sup> grade students as they plan, prepare and finance college (c) the continued evolution of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) or hereinafter ("CaliforniaColleges Website");

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District's uploading of Education Records to the CaliforniaColleges Website and Foundation's provision of account support services on the CaliforniaColleges Website;

WHEREAS, Foundation has entered into a third party licensing and services agreement with XAP Corporation ("XAP") for the express purposes of the design, development, implementation, operation and maintenance of the CaliforniaColleges Website to carry out the purpose of this Agreement; and

WHEREAS, Foundation and District desire and agree to enter into this Agreement in furtherance of the purpose stated above;

**AGREEMENT**

NOW, THEREFORE in consideration of the foregoing recitals (which are incorporated into and made part of this Agreement by this reference); each Party's respective representations, warranties and covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Foundation and District do hereby agree as follows:

## **1. General Terms.**

1.1 **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

## **2. Definitions**

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

- 2.1 “Agreement” shall have the meaning set forth in the preamble above and includes all exhibits, schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.
- 2.2 “Authorized Third Party” shall mean a person or entity, identified on Exhibit A to this agreement, attached hereto and incorporated by reference, authorized by the District to utilize the Services in accordance with this Agreement.
- 2.3 “Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.
- 2.4 “Confidential Information” shall mean any and all information, data, Software (as defined in Section 2.15), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as “confidential” or “proprietary” at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.
- 2.5 “CCGI Program” shall have the meaning set forth in the Recitals above.
- 2.6 “CaliforniaColleges Website” shall mean the Internet website located at [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) and owned by Butte-Glenn Community College as fiscal agent responsible contracting and compensating XAP for the continued operation and maintenance of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) for Foundation under a separate software and licensing agreement between XAP and Foundation and shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or



successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets and interactive television or cable.

- 2.7 “Database” shall mean the combined list CCGI/XAP Electronic Transcript Technical Specifications attached to this Agreement as Exhibit D.
- 2.8 “Data Breach” shall mean actual evidence of the loss or unauthorized access to or unauthorized use of Education Records or Student Personally Identifiable Information (as defined below in Section 2.16) uploaded to the CaliforniaColleges Website.
- 2.9 “Education Records” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education records are those records that directly relate to a student and are maintained by an Education agency or institution or by a party acting for the agency or institution. The term Education Records shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.
- 2.10 “Effective Date” shall have the meaning set forth in the preamble above.
- 2.11 “Eligible Student” shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.
- 2.12 “Misuse” shall have the meaning as set forth in Section 7 of this Agreement.
- 2.13 “Student Data” shall mean any data including Student Personally Identifiable Information, (as defined below in Section 2.16) submitted to the CaliforniaColleges Website by a System User (as defined below in Section 2.17) and shall include by way of example, demographic information, course enrollment, performance and completion data, standardized test scores and the enrollment and graduation dates.
- 2.14 “Services” means the services and levels of support offered by Foundation and accepted by District, as agreed to in a separate fee-based service agreement entered into by the Parties. A description of the Services is attached hereto as Exhibit B, and is hereby incorporated by reference.
- 2.15 “Software” shall mean the computer programs, in machine-readable object code and source code, created and owned by XAP and licensed by Foundation in order to develop, operate and maintain the CaliforniaColleges Website and to facilitate the acquisition, retention, and retrieval of System User data via the Internet. “Software” shall include, but not be limited to, computer programs, in machine-readable object code and source code, created and owned by XAP and licensed by Foundation for use in connection with the CaliforniaColleges Website, or that comprises the CaliforniaColleges Website.
- 2.16 Student Personally Identifiable Information “SPII” includes the confidential, non-public information contained in a student's Education Records or any other confidential, non-public information that is Student Data provided by any System User to the Foundation through the CaliforniaColleges Website or made available to, or accessed by Foundation or other Authorized Third Parties for the purposes set forth under this Agreement.
- 2.17 “System User” shall mean any person who is a participant in the CCGI Program or who is otherwise individually authorized by Foundation or District to obtain access as a

registered user of the CaliforniaColleges Website. System Users may include any Authorized Third Parties as defined in Section 2.2.

Any other capitalized terms used in this Agreement that are not defined in this Section 2 or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

### **3. Term, Termination**

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either Party ("Term") in accordance with this Section 3.

3.2 Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section 20 of this Agreement at least thirty (30) calendar days in advance.

3.3 Termination for Cause. Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

3.4 Effect of Expiration or Early Termination. In the event of an early termination under Section 3.2 or 3.3 access to the CaliforniaColleges Website and participation in the CCGI Program shall immediately terminate ("Termination Date"). District acknowledges and agrees that Foundation may upon the Termination Date disable District's and System Users access to the System.

3.4.1 Retention of Education Records by District or Authorized Third Parties After Termination Date. Upon reasonable request by the District within thirty (30) days in advance of the Termination Date, both Parties shall use reasonable commercial efforts to ensure that Education Records shall not be retained or accessible to Foundation or other Authorized Third Parties after the Termination Date. The Parties agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation or Authorized Third Parties.

3.4.2 Requests for Return of Education Records to District. In the event of an expiration or early termination of this Agreement by the Parties, District may at District's sole expense request a return of the Educational Records. In the event of such a request the District shall provide thirty days (30) advance written notice to the address listed in Section 20 of this Agreement to the other. Upon request and notice by District in accordance with this Section 3.4.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation and XAP. For purposes of further clarification, District shall be responsible for all costs and expenses associated with such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation and XAP to transfer such data to the District.

- 3.4.3 Retention of Student Data by the System User after Termination. The Parties acknowledge and agree that the requirements provided in Section 3.4.1 shall not apply to Student Data if the System User supplying such Student Data elects upon termination of the Agreement to continue to maintain an account with Foundation; (1) for the purposes of storing their individual Student Data; (2) in the event the System User elects to retain their Student Data in CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program; or (3) electing to continue to obtain the service offerings from any other Authorized Third Party with which the supplying System User has elected to share their Student Data through the CCGI Program for the educational purposes set forth under the Agreement.
- 3.4.4 Deletion of Educational Records and/or Student Data. Educational Records and/or Student Data provided under the Agreement shall be destroyed by Foundation within thirty (30) days from the date on which a determination is made by Foundation within its sole discretion that such Education Records and/or Student Records are no longer needed for the purposes of this Agreement.

#### **4. Responsibilities of Foundation**

##### **4.1 Account Support Services.**

- 4.1.1 Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure data is properly uploaded in CCGI's file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as Exhibit D to this Agreement.
- 4.1.2 Foundation shall permit access to Authorized Third Parties such as participating institutions of higher education to request and receive Education Records and/or Student Data where the individual student already has applied for admission to the particular institution and as consistent with prior written parental consent.
- 4.1.3 Foundation will enable System User's transcript data, to be uploaded directly into individual student accounts by Districts and will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California State University and University of California systems for verified transcript data.
- 4.1.4 Foundation will provide an audit report of District's A-G course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide support to District staff for purposes of reconciliation of any identified discrepancies.
- 4.1.5 Foundation agrees to provide support to District on the integration of the CaliforniaColleges Website's tools and content into various instructional and counseling experiences.

- 4.1.6 Foundation shall provide District an ability to generate System User accounts on the “Professional Center” counselor facing portal linked to the CaliforniaColleges Website for all System Users who participate in counseling or have any other reasonable need to access student data and reporting functionality.
- 4.1.7 Foundation shall provide District an ability to select a function that allows the auto-generation of accounts for System Users to submit Student Data to CCGI.
- 4.1.8 Foundation agrees to provide support to System Users consistent with applicable law in use of the CaliforniaColleges Website including but not limited to technical advice and guidance in order to enable the System Users and Authorized Third Parties to use the Education Records and Student Data for recruitment, admissions and first year academic placement from high school to college and for any other use permissible under the terms of this Agreement.
- 4.1.9 Foundation agrees to support efforts between System Users and Authorized Third Parties by training and supporting those Authorized Third Parties in those districts and by adding them as optional “sites” to which System Users' individual portfolios can be connected for support in college planning and preparation.
- 4.1.10 Upon request by District and in accordance with the applicable legal requirements set forth under this Agreement, Foundation shall upload Education Records and provide Education Records to institutions of higher education or financial or scholarship providers for System Users who have applied for admission to such institution or for financial aid, or as otherwise permitted by the written consent of the student's parent or guardian (or an Eligible Student as provided in Section 5.1 of this Agreement for the purposes of admissions, academic placement, and Education guidance, advising, and planning.
- 4.1.11 Foundation shall develop certain evaluation tools as may be reasonably requested from time to time by District for purposes of making available to System Users, students, families and counselors actionable data that tracks student progress towards baseline California State University and University of California eligibility. (January 2016)

## **5. Responsibilities of District**

- 5.1 District shall obtain consent from parent(s) and/or guardian(s) in the form of a consent authorization form a template of which is attached and incorporate herein as Exhibit C) to permit the use of Education Records in accordance with the requirements set forth under the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g for student participation in the CCGI Program.
- 5.2 District shall provide Foundation with a list of all approved Authorized Third Parties including but not limited to any non-profit organizations that providers of student support services, youth development and college planning or preparation services available to System Users within the District for the purposes consistent with this Agreement.

- 5.3 District shall make staff, appropriate technology resources and space available for ongoing professional development and user support.
- 5.4 District agrees to verify accuracy of Education Records entered by District into the UC Course Management Portal at the University of California Office of the President.
- 5.5 District agrees to upload Education Records from the local SIS system into the CaliforniaColleges Website using a standard data format with naming conventions, and using a pre-defined protocol, and as follows:
  - 5.5.1 Review all data specifications with Foundation team for Phase 1 data files (upload of school code, creation of student portfolios and counselor accounts).
  - 5.5.2 Prepare and post Phase 1 data files to an FTP site.
  - 5.5.3 Make any necessary fixes to Phase 1 data files to meet upload requirements.
  - 5.5.4 Conduct final review of testing on beta site to ensure accuracy of Phase 1 upload.
  - 5.5.5 Review all data specifications with CCGI team for Phase 2 data files (enrolled/completed courses).
  - 5.5.6 Prepare and post Phase 2 data files to an FTP site.
  - 5.5.7 Make any necessary fixes to Phase 2 data files to meet upload requirements.
  - 5.5.8 Conduct final review of testing of beta site to ensure accuracy of Phase 2 upload.
- 5.6 District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.
- 5.7 District agrees to designate a responsible individual; (1) to assist the Foundation during implementation phase including providing any necessary support to XAP; (2) to navigate or immediately report any issues regarding availability of the System; or (3) to immediately report any issues regarding availability of the CaliforniaColleges Website.
- 5.8 District agrees to upload Education Records from the local SIS system into the CaliforniaColleges Website on a monthly basis. District may conduct these uploads more frequently if desired, however at least one upload per month is required.

## **6. Privacy and Data Security Compliance Obligations of the Parties**

- 6.1 Foundation agrees to maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Education Records and the Student Data.
- 6.2 Foundation shall not use or permit any third party to use Education Records or Student Data for commercial purposes.
- 6.3 Foundation agrees to maintain commercially reasonable policies and procedures to ensure Educational Records and Student Data are secured in the Database.
- 6.4 Foundation shall require any Authorized Third Parties that may be granted access to Educational Records or Student Data to agree to terms not less restrictive than those set forth under this Section 6.

- 6.5 Foundation agrees to comply with the Children’s Online Privacy Protection Act of 1998, 15 U.S.C. Sec. 6501-6506 (“COPPA”) and consistent with the privacy policy located on the CaliforniaColleges Website, agrees that no SPII shall be collected from persons under the age of thirteen unless provided by District in accordance with purposes as set forth under this Agreement.
- 6.6 Foundation shall maintain the Education Records for and on behalf of District – in accordance with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) and Section 49073.1 to the California Education Code. SPII derived from Education Records provided to Foundation by the District may be disclosed only to the Authorized Parties as set forth on Exhibit A, Foundation employees or employees of contractors who have a legitimate Education interest in maintaining, organizing, or analyzing the Education Records for uses authorized in this Agreement.
- 6.7 Foundation shall provide Education Records and Student Data only to; (1) officials or employees of the District who have a legitimate interest in Education Records or Student Data in order to assist System Users to prepare for college; (2) to contractors of the District and their employees who have a parallel interest in the Education Records or Student Data; (3) to colleges to which a System User has applied for admission; (4) to appropriate financial aid organizations in connection with certain determinations concerning the eligibility and conditions for an award of financial aid to the System User; and (5) to Authorized Third Parties for purposes consistent with this Agreement
- 6.8 The Foundation agrees to maintain an incident response program for purposes of memorializing Foundations' obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- 6.9 District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Education Records in question.
- 6.10 District shall be responsible for secure transmission of Education Records from District to XAP via a secure FTP. District acknowledges and agrees that District is responsible for coordinating directly with XAP during the implementation of the Software to ensure the availability of the secure FTP site to District in accordance with this Section 6.10.
- 6.11 District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to System Users or any other parties for which notification by Foundation may be required under applicable law.

- 7. Misuse of CaliforniaColleges Website.** District acknowledges and agrees that this Section 7 shall set forth the certain acts which shall either singularly or collectively constitute (“Misuse”) under this Agreement. The Parties agree that the below Sections 7.1 through 7.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement and which may not otherwise be included in this Section 7 in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

- 7.1 Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
- 7.2 Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
- 7.3 Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
- 7.4 Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or XAP's ability to provide CaliforniaColleges Website to System Users;
- 7.5 Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
- 7.6 Engage in any act that would cause Foundation or XAP's failure in maintaining the integrity of CaliforniaColleges Website;
- 7.7 Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the system and impact System Users;
- 7.8 Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or Authorized Third Party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

## **8. Data Rights of the Parties**

- 8.1 Foundation acknowledges and agrees that Education Records provide by the District continue to be the property of and under the control of the District.
- 8.2 The Parties shall (i) comply with all data protection legislation applicable to the Education Records and/or Student Data; (ii) encrypt all SPII in transmission; (iv) password protect SPII when it resides on server; and (v) ensure that all personnel having access to SPII have been instructed regarding the confidentiality, security, and use requirements with respect to such data.
- 8.3 Except as set forth in this Agreement, Foundation is prohibited from using or transmitting to a third party any SPII. Without limiting the foregoing, to the extent Foundation shall be required to permit access to XAP for the purposes of carrying out the terms of this Agreement, such access shall not be deemed to be a violation of this Section 8.3.
- 8.4 Foundation agrees to ensure XAP maintains certain functionality on the CaliforniaColleges Website to allow System Users to update, modify, or delete any of the SPII provide to Foundation by the District or System User through to the CaliforniaColleges Website.
- 8.5 Foundation may only use the Education Records entered into the System (i) as needed to perform its obligations under this Agreement, (ii) in accordance with the relevant directions provide by the System User in order to facilitate the utilization of functionality offered by the System or to which the System User can link directly from the CaliforniaColleges

Website or which the System User can access directly utilizing the user name and password assigned to the System User in connection with the CaliforniaColleges Website (such links to be subject to Foundation's prior approval), or (iii) in aggregate, non-personally identifiable form.

- 8.6 Foundation may not initiate or permit any Authorized Third Parties to make commercial contacts with System Users or make other commercial use of the CaliforniaColleges Website or Education Records or Student Data collected on the CaliforniaColleges Website.
- 8.7 District is responsible for communicating to Foundation such updates, modifications or deletions to the Education Records as may be requested or is otherwise necessary. If Foundation receives a request either in writing or orally from a System User challenging the context of Educational Records or Student Records maintained by Foundation, Foundation shall contact the District to validate the identity of the System User and request instructions regarding any corrective action that needs to be taken, if any. Once validated, District shall upload a corrected Education Record(s) as part of a comprehensive replacement file.
- 8.8 Upon termination of the Agreement, District shall use commercially reasonable efforts to notify System Users enrolled in the District that they may at System User's election create a new account for purposes of continuing to access their Student Data on the CaliforniaColleges Website after the Termination Date.
- 8.9 The Parties agree to cooperate with XAP to ensure that the original uploaded Student Data provide by a System User enrolled in the District will be merged into the newly created System User account. District shall coordinate with XAP to ensure that all Education Records are deleted from the System User's account and that all Student Data is otherwise retained and merged into a newly created System User account.
- 8.10 System Users may at their own election provide SPII to Authorized Third Parties for the express purposes of obtaining the various service offerings of such Authorized Third Parties for educational purposes and in accordance with the requirements of this Agreement.

## **9. Indemnification Obligations of the Parties in the Event of A Data Breach**

### **9.1 Foundation.**

- 9.1.1 Foundation's indemnification obligations under this Section 9 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- 9.1.2 Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that:
  - 9.1.2.i the Loss arises solely from Foundation's loss or unauthorized access or use of Education Records or SPII and does not arise as the result of: (1) any Misuse by District as defined in Section 7 of this Agreement; (2) any action or inaction by District or any officer,



director, employee, affiliate, contractor, or subcontractor of District,  
(3) any action or inaction by an Authorized Third Party or System User.

9.1.3 District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss notifies Foundation of such Loss that may give rise to an obligation of Foundation under this Section 9.1.

9.1.4 Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

## 9.2 District

9.2.1 District's indemnification obligations under this Section 9 of this Agreement shall continue in full force and effect during the Term of this Agreement

9.2.2 District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District.

## **10. Mutual Indemnification**

10.1 Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section 9 above; (b) any breach by Indemnitor of this Agreement.

10.2 The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control.

10.3 Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

## **11. Confidential Information**

11.1 District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:

- 11.1.1 Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section 11;
- 11.1.2 Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
- 11.1.3 Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and
- 11.1.4 Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.
- 11.2 The obligations of a Recipient pursuant to this Section 11 hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.
- 11.3 Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

## **12. Representation, Warranties and Covenants of the Parties**

- 12.1 Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

- 12.2 Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Education Records provided by the District, Student Data and any SPII provided by any System User.
- 12.3 Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.
- 12.4 Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.
- 12.5 Other Instruments. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.
- 12.6 Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

### **13. Disclaimer of Warranties.**

FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR XAP HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

### **14. Limitations of Liability.**

IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE SYSTEMS, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (A) DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY DISTRICT TO FOUNDATION IN THE MOST RECENT SIX (6) MONTH PERIOD. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **15. Insurance.**

15.1 District. At District's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District,

upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

15.2 **Foundation.** At Foundation's sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

**16. Mutual Audit Rights of the Parties.** The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

**17. Independent Status.** Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

**18. Waiver.** No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

**19. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

**20. Notice.** Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

**CCGI:**

All Programmatic Issues  
Tessa Carmen De Roy, Ed.D.  
Executive Director  
Phone: 323-999-7161  
[tderoy@californiacolleges.org](mailto:tderoy@californiacolleges.org)

Contract Issues, including Contract Notices:  
Contracts Department  
Foundation for California Community Colleges  
Fax: 916-325-0844  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**DISTRICT:**

Edward Winchester  
Executive Director of Secondary Curriculum &  
Instruction  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701  
714-558-5589  
[edward.winchester@sausd.us](mailto:edward.winchester@sausd.us)

- 21. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.
- 22. Entire Agreement.** This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.
- 23. Construction of Agreement.** Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.
- 24. Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of Foundation are Foundation corporate officers, two (2) of whom must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.
- 25. Survival.** Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 of this Agreement shall survive Termination of the Agreement.
- 26. Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

[Signature Page to Follow]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

**DISTRICT**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DISTRICT** *(if second signature required)*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOUNDATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOUNDATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CCGI**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**

**CaliforniaColleges Website  
List of Authorized Third Parties**

The individuals and/or entities listed below are authorized by the District to utilize the Services in accordance with this Agreement:

- [Redacted]
- [Redacted]
- [Redacted]

DRAFT





## **Exhibit B**

### **CaliforniaColleges Website Foundation Services**

Services provided by Foundation generally include products, services, and levels of support agreed to by District under a separate fee-based service agreement, and are summarized in the CCGI District Partnerships matrix (“District Partnership Matrix”), attached hereto and incorporated by reference. For purposes of the District Partnership Matrix, the following definitions apply:

“Partner Districts” are Districts that have current and valid agreements with Foundation for data sharing and fee-based services associated with the CaliforniaColleges Website; and

“Non-Partner Districts” are Districts that do not have current and valid agreements with Foundation for data sharing and fee-based services associated with the CaliforniaColleges Website.

**What is the difference between Partner districts and non-partner districts?**

| California College Guidance Initiative Tools & Resources  | Non-Partner Districts | Partner Districts |
|---|-----------------------|-------------------|
| <b>CaliforniaColleges.edu &amp; The Professional Center</b>   |                       |                   |
| - Lesson Plans and Modules  | X                     | X                 |
| - Student accounts created manually   | X                     |                   |
| - Ability to auto-generate Student accounts districtwide w/common naming convention (e.g. [district acronym]+local studentID) from a Data File  |                       | X                 |
| - Provision of Professional Center accounts for Educators   | X                     | X                 |
| - Automatically connect Student accounts to their schools and Educator's Professional Center accounts   |                       | X                 |
| - Ongoing professional development for counselors and other educators   |                       | X                 |
| <b>Data</b>   |                       |                   |
| - UC Doorways database audit & assistance with clean-up   |                       | X                 |
| - Verified transcript data populates Plan of Study  |                       | X                 |
| <ul style="list-style-type: none"> <li>Improved submission of grades to CSU Mentor (courses and grades locked)</li> </ul>   |                       | X                 |
| <ul style="list-style-type: none"> <li>Course information considered "Verified" for purposes of application; faster application processing (faster financial aid processing, etc.)</li> </ul> |                       | X                 |
| - Transcript evaluation for easier analysis of UC/CSU eligibility (phasing in the tools beginning Fall 2015) integrated into four year high school Plan of Study                              |                       | X                 |
| - Student accounts automatically added and released from schools after every CCGI data file upload  |                       | X                 |
| - Counselors/Administrators automatically added and released from schools after every Pro Center data file upload   |                       | X                 |
| - All Academic Tracking Reports Use Transcript Data from Data File  |                       | X                 |
| <b>Strategy &amp; Consultation &amp; Professional Development</b>   |                       |                   |
| - Consultation on career and college planning strategies 6-12 <sup>th</sup> grade   |                       | X                 |
| - Support for the Integration of CC.edu, mobile app, and other resources into counseling and/or relevant course curriculum  |                       | X                 |
| - Customized, ongoing user support for district personnel and local partners  |                       | X                 |

CCGI invests significant resources in each of our district partnerships. Our goal is to ensure successful usage of our tools to advance your college and career readiness goals for your students. Our application process is designed to help both the district and CCGI determine whether or not a successful partnership can be established.



## Exhibit C

### CaliforniaColleges Website Consent to Release Student Records

The District is working with the California College Guidance Initiative (CCGI), which operates under the auspices of the Foundation for California Community Colleges (Foundation) to provide each student with a free web-based account that will help your child track his or her academic progress and identify college and university opportunities for which he or she may be qualified. This effort also will help the District monitor and improve the programs that support your child. And it will help us conduct research to study the impact of programs on student learning.

Student data in the online accounts will be stored securely, with all appropriate safeguards provided by federal and state law. Your student's data will only be released to the Foundation or CCGI after we have received this signed consent form from you. The Foundation or CCGI later may release certain data to an individual public or nonprofit college or university or a scholarship provider that may offer an opportunity for your child – but only if your child is notified of the specific request and permits the Foundation or CCGI to release this information. Additionally, the District may release data to nonprofit organizations that already provide college access services to the district and its students but only where the data released relates to the service being provided.

Pursuant to the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, we are requesting your consent to disclose the following individually identifiable information from your child's education records to the Foundation or to CCGI and to the subsequent disclosure of that information to individual public or nonprofit colleges or universities or scholarship providers that may offer opportunities for your child, with the approval of your child. This information will be included in your student's individual online account. (To comply with FERPA and privacy requirements regarding the Free and Reduced Price Meals (FRPM) program, this form should be signed both by the student's parent or guardian and, if the student is 18 years or above, by the student.)

#### *CONSENT*

I, \_\_\_\_\_ (insert your name(s)), hereby agree to allow the District to disclose to the Foundation or CCGI the following records:

- **student demographic information (i.e. name, date of birth, gender, grade level, school name)**
- **student coursework, grades received, GPA**
- **student test records (i.e. SAT and ACT scores)**
- **student ethnicity information, and free and reduced lunch status**

I also consent to the subsequent disclosure of such information to public or private non-profit colleges or universities or scholarship providers that may offer services for my child. Such subsequent disclosures may be made only with the approval of the student.

For:

| <b>Student Information</b>                                       |                          |
|--|--------------------------|
| Student Full Name :  | Student Number:          |
| Home Address:  | School:<br>Grade:        |
| Birth Date: (mm/dd/yy)   |                          |
| <b>Parent Information</b>  |                          |
| Are you the legal guardian of this student? Yes / No             | Relationship to student: |
| Are you a member of the student's household? Yes/ No             |                          |
| Parent/Guardian's Full Name :                                    | Phone Number:            |
| <b>Signature</b>   |                          |
| PARENT/GUARDIAN SIGNATURE:<br><br><b>X</b>                       | Date (mm/dd/yy):         |
| Eligible Student Signature (if age 18 or older):<br><br><b>X</b> | Date (mm/dd/yy):         |

This authorization is valid until six months after your child graduates from high school or withdraws from [the school district]. You may revoke this authorization at any time by submitting a letter to the [school district, person, address].

With respect to any individually identifiable information regarding your child's eligibility for free or reduced price meals or free milk under the FRPM program, failing to provide consent will not affect your child's eligibility for free or reduced price meals or free milk.

| <b>NONCONSENT – Sign this box if the parent/eligible student does NOT consent</b> |                  |
|---|------------------|
| STUDENT FULL NAME:  |                  |
| PARENT/GUARDIAN SIGNATURE:<br><br><b>X</b>  | Date (mm/dd/yy): |
| Eligible Student Signature (if age 18 or older):<br><br><b>X</b>                  | Date (mm/dd/yy): |

If you have any questions about this form, please call [name] at [number].



## **Exhibit D**

Exhibit D is included for purposes of more fully describing the Database and the Database elements utilized by XAP and Foundation for the creation of accounts at [www.californiacolleges.edu](http://www.californiacolleges.edu) and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses.

The tables outlined in Exhibit D describe the data elements within each uploaded data file received from the District and lists the data element name, maximum field length, a short description, valid field content.

Exhibit D is available online at:

<http://ccgi.force.com/solution/apex/solutiondetail?id=501i00000004rU4AAI>



## **FEE-BASED SERVICE AGREEMENT**

**between**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES/  
THE CALIFORNIA COLLEGE GUIDANCE INITIATIVE**

**and**

**SANTA ANA UNIFIED SCHOOL DISTRICT**

*Agreement No. CG-064-15*

This Fee-Based Service Agreement (“Agreement”), is entered into and shall be effective as July 1, 2015 (“Effective Date”) by and between the Foundation for Community Colleges, a nonprofit 501(c)(3) organization (“Foundation”) which operates the California Guidance Initiative (“CCGI”) project as a fiscal sponsor and **Santa Ana Unified School District** (“District”). “Party” means either Foundation or District and “Parties” means both Foundation and District. For the avoidance of doubt, CCGI is not a designated corporate entity and is not a party to this Agreement.

### **1. BACKGROUND AND PURPOSE**

Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission is to benefit, support and enhance the California Community College system.

CCGI is a campaign (“CCGI Program”) operated by Foundation in order to ensure (a) the awareness and utilization of online planning tools in K-12 districts (b) systematic baseline guidance and support for 6<sup>th</sup>-12<sup>th</sup> grade students as they plan, prepare and finance college (c) the continued evolution of [www.CaliforniaColleges.edu](http://www.CaliforniaColleges.edu) or herein after (the “CaliforniaColleges Website”);

The purpose of this Agreement is to set forth, in detail, Foundation’s provision of enhanced services on the CaliforniaColleges Website in exchange for a fee paid by District;

### **2. DEFINITIONS**

- a. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are not already provided free of charge, including any associated offline components, which generally includes the following:

- i. Data Services.
    - 1) An ongoing audit (upon each upload) of the discrepancies between District’s local course listings and District’s listings in the University of California Course Management Portal (CMP), and
    - 2) A-G progress analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
    - 3) Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on CaliforniaColleges.edu, when such data matches to the CMP.
  
  - ii. Implementation Support. Dedicated staffing to support:
    - 1) Definition of grade level college and career planning goals;
    - 2) Identification of associated tools, activities and lesson plans that will allow students to achieve those goals;
    - 3) Site level plans for how to those activities and lessons will be rolled out at each campus;
    - 4) Intensive support to the adults who will mediate those experiences for students (teachers, counselors, career techs etc.); and
    - 5) Support in looking at the data associated with our joint work to ensure that we are helping the District to meet its annual targets and ensure progress towards its overarching goals.
  
  - iii. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by XAP, a third-party vendor. All technical and service level support is provided directly by XAP. Districts should reach out to their CCGI regional contact person in order to facilitate communication with XAP regarding technical issues with CaliforniaColleges Website.
  
  - iv. Additional information is provided as Exhibit A (“CCGI District Partnerships”), attached hereto and incorporated by reference. Exhibit A delineates which Services are available to District (referred to in Exhibit A as a “Partner District”) via this Agreement, which is above and beyond the open access resources and basic services available to school districts and students statewide (referred to in Exhibit A as “Non-Partner Districts”) free of charge.
- b. “System User” shall mean any person who is a participant in the CCGI Program or who is otherwise individually authorized by Foundation or District to become a registered user of the CaliforniaColleges Website and who accesses the System as a registered user of the CaliforniaColleges Website.
  - c. “Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
  - d. “Terms of Use” means the terms and conditions and privacy policy for System Users set forth on the CaliforniaColleges Website, which may be updated from time to time and are hereby incorporated by reference.

### 3. SERVICE-RELATED REQUIREMENTS

- a. District's Responsibilities. District will (1) be responsible for System Users' compliance with this Agreement, (2) use reasonable efforts to prevent unauthorized access to or use of Services, and notify Foundation promptly of any such unauthorized access or use, (3) use Services only in accordance with the Terms of Use and applicable laws and government regulations.
- b. Unauthorized Access or Use. District will not (1) make any Service available to, or use any Service for the benefit of, anyone other than District or System Users, (2) sell, resell, license, sublicense, distribute, rent or lease any Service, (3) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (4) use a Service to store or transmit Malicious Code, (5) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (6) attempt to gain unauthorized access to any Service or its related systems or networks, (7) copy a Service or any part, feature, function or user interface thereof, (8) frame or mirror any part of any Service, other than framing on District's own intranets or otherwise for District's own internal business purposes or as permitted in this Agreement, (9) access any Service in order to build a competitive product or service, or (10) reverse engineer any Service (to the extent such restriction is permitted by law).

### 4. TERM AND TERMINATION

- a. Term of Agreement. This Agreement commences on the Effective Date and continues for a period of one year.
- b. Termination. A party may terminate this Agreement for cause (1) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (2) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Either Party shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other Party with written notice of termination at least 30 days in advance.
- c. Refund or Payment upon Termination. If this Agreement is terminated by District in accordance with Section 4b (Termination), Foundation will refund District any prepaid fees covering the remainder of the term. If this Agreement is terminated by Foundation in accordance with Section 4b, District will pay any unpaid fees covering the remainder of the term. In no event will termination relieve District of District's obligation to pay any fees payable to Foundation for the period prior to the effective date of termination.
- d. Surviving Provisions. The Sections titled "Fees and Payment for Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimer of Warranties," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Notices," and "General Provisions" will survive any termination or expiration if this Agreement.



## 5. FEES AND PAYMENT FOR SERVICES

- a. Fees. The fee structure is attached as Exhibit B (“Fee Schedule”), and is hereby incorporated by reference. District will pay all fees specified in Exhibit B. Payment obligations are non-cancelable, fees paid are non-refundable, and fees cannot be decreased during the relevant subscription term, they are assessed on an annual basis.
- b. Invoicing and Payment. Foundation will provide District with an invoice for services incurred under this Agreement on an annual basis beginning in January 2016. Unless otherwise stated, invoiced charges are due net 30 days from the invoice date. District are responsible for providing complete and accurate billing and contact information to Foundation and notifying Foundation of any changes to such information. Documentation should be sent via email to [accountspayable@foundationccc.org](mailto:accountspayable@foundationccc.org) or to the following address:  
  
California College Guidance Initiative  
c/o: Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811
- c. Overdue Charges. If any invoiced amount is not received by Foundation by the due date, then without limiting Foundation’s rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- d. Suspension of Service and Acceleration. If any amount owing by District under this or any other agreement for Services is 30 or more days overdue, Foundation may, without limiting Foundation’s other rights and remedies, accelerate District’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Foundation’s services to District and Users until such amounts are paid in full. Foundation will give District at least 10 days’ prior notice that District’s account is overdue, in accordance with Section 11 (Notices), before suspending services to District.
- e. Payment Disputes. Foundation will not exercise Foundation’s rights under Section 5c (Overdue Charges) or 5d (Suspension of Service and Acceleration) above if District is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- f. Taxes. Foundation’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). District are responsible for paying all Taxes associated with District’s purchases hereunder. If Foundation has the legal obligation to pay or collect Taxes for which District is responsible under this Section 5, Foundation will invoice District and District will pay that amount unless District provides Foundation with a valid tax exemption certificate authorized by the appropriate taxing authority.
- g. Future Functionality. District agree that District’s purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Foundation regarding future functionality or features.

## 6. PROPRIETARY RIGHTS AND LICENSES

- a. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights. No rights are granted to District hereunder other than as expressly set forth herein.
- b. License by District to Use Feedback. District grant to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

## 7. CONFIDENTIALITY

- a. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. District's Confidential Information includes District's Data; Foundation's Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (1) qualifies as data governed by a separate agreement between the Foundation and a District, school, or a System User individually, (2) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (3) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (4) is received from a third party without breach of any obligation owed to the Disclosing Party, or (5) was independently developed by the Receiving Party.
- b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (1) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (2) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Authorization Form to any third party other than its legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 5.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is

a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. DISCLAIMER OF WARRANTIES**

FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

## **9. MUTUAL INDEMNIFICATION**

- a. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section 9 above; (b) any breach by Indemnitor of this Agreement.
- b. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control.
- c. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

## **10. LIMITATION OF LIABILITY**

- a. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY DISTRICT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY DISTRICT HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT DISTRICT'S PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT FOR PURCHASED SERVICES).
- b. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. **NOTICES:** All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

Foundation/CCGI Primary Contact:

Tessa Carmen De Roy, Ed.D.  
Executive Director, California College Guidance Initiative  
c/o Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811  
Phone: (323) 999-7161  
[tderoy@californiacolleges.org](mailto:tderoy@californiacolleges.org)

Foundation Contracts Contact

(Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 3500  
Sacramento, CA 95811  
Fax: (916) 325-0844  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

District Primary Contact:

Edward Winchester  
Executive Director of Secondary Curriculum & Instruction  
Santa Ana Unified School District  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701  
714-558-5589  
[Edward.Winchester@sausd.us](mailto:Edward.Winchester@sausd.us)

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, 5 days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

## 12. GENERAL TERMS

- a. Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- b. Assignment and Delegation. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment by District not in accordance with this paragraph will be void, at the option of Foundation.
- c. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and

- District regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement, including any Authorization Forms and Terms of Use which are incorporated by reference, are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation.
- d. Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
  - e. Law to Govern; Venue. This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
  - f. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.
  - g. Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.
  - h. Execution of this Agreement. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.
  - i. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.
  - j. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.
  - k. Non-waiver. The failure of either Foundation or District, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by Foundation must be in writing.
  - l. Force Majeure. Foundation shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of Foundation.

**[Signature Page to Follow]**

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

**DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOUNDATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DISTRICT** *(if second signature required)*

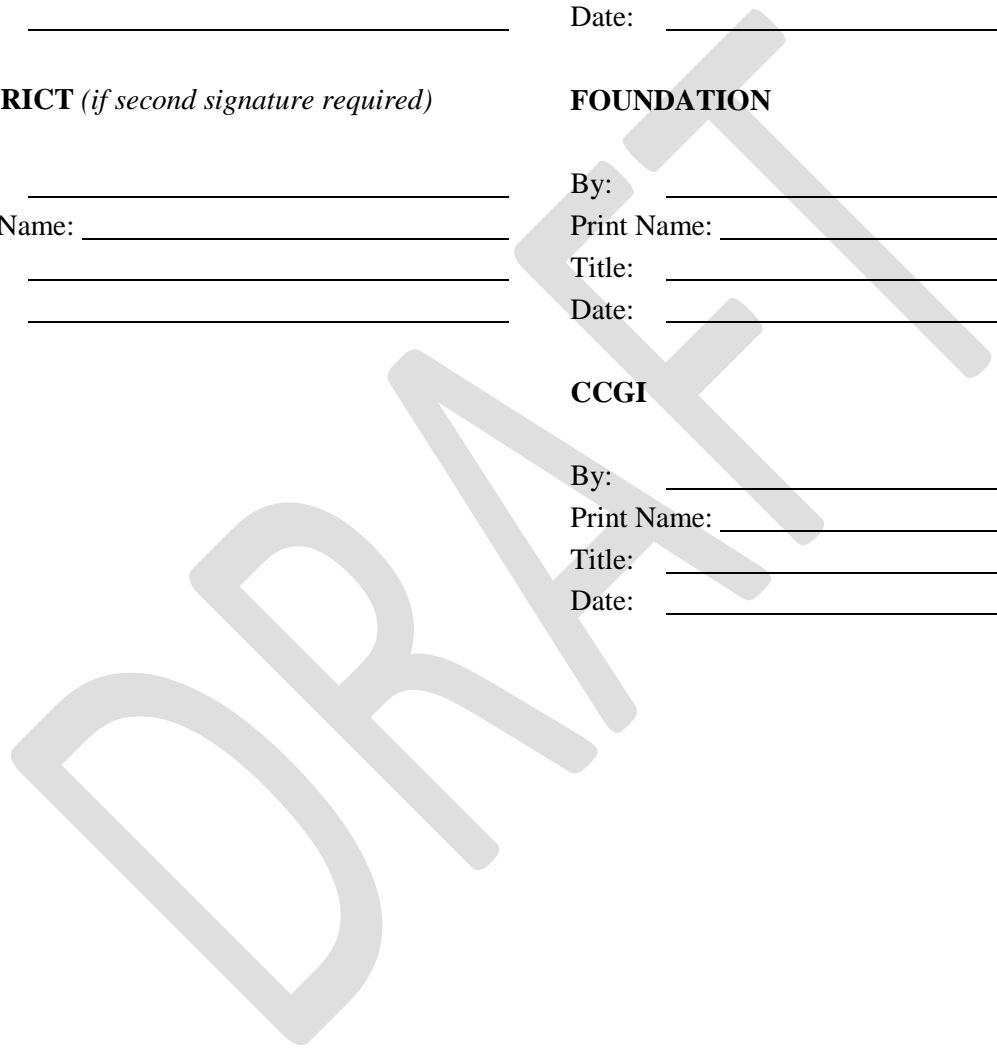
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOUNDATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CCGI**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**EXHIBIT A**



**CCGI District Partnerships**

**What is the difference between Partner districts and non-partner districts?**

| California College Guidance Initiative Tools & Resources   | Non-Partner Districts | Partner Districts |
|--|-----------------------|-------------------|
| <b>CaliforniaColleges.edu &amp; The Professional Center</b>  |                       |                   |
| - Lesson Plans and Modules   | X                     | X                 |
| - Student accounts created manually  | X                     |                   |
| - Ability to auto-generate Student accounts districtwide w/common naming convention (e.g. [district acronym]+local studentID) from a Data File                   |                       | X                 |
| - Provision of Professional Center accounts for Educators  | X                     | X                 |
| - Automatically connect Student accounts to their schools and Educator's Professional Center accounts  |                       | X                 |
| - Ongoing professional development for counselors and other educators  |                       | X                 |
| <b>Data</b>  |                       |                   |
| - UC Doorways database audit & assistance with clean-up  |                       | X                 |
| - Verified transcript data populates Plan of Study   |                       | X                 |
| • Improved submission of grades to CSU Mentor (courses and grades locked)  |                       | X                 |
| • Course information considered "Verified" for purposes of application; faster application processing (faster financial aid processing, etc.)                    |                       | X                 |
| - Transcript evaluation for easier analysis of UC/CSU eligibility (phasing in the tools beginning Fall 2015) integrated into four year high school Plan of Study |                       | X                 |
| - Student accounts automatically added and released from schools after every CCGI data file upload   |                       | X                 |
| - Counselors/Administrators automatically added and released from schools after every Pro Center data file upload  |                       | X                 |
| - All Academic Tracking Reports Use Transcript Data from Data File   |                       | X                 |
| <b>Strategy &amp; Consultation &amp; Professional Development</b>  |                       |                   |
| - Consultation on career and college planning strategies 6-12 <sup>th</sup> grade  |                       | X                 |
| - Support for the Integration of CC.edu, mobile app, and other resources into counseling and/or relevant course curriculum                                       |                       | X                 |
| - Customized, ongoing user support for district personnel and local partners   |                       | X                 |

CCGI invests significant resources in each of our district partnerships. Our goal is to ensure successful usage of our tools to advance your college and career readiness goals for your students. Our application process is designed to help both the district and CCGI determine whether or not a successful partnership can be established.



**EXHIBIT B – FEE SCHEDULE**

**I. Fees:**

a. Fee Table.

| <u>Fee per Student*</u> | <u>Student Type</u>                |
|-------------------------|------------------------------------|
| \$1.50 per year         | High School Student (grades 9-12)  |
| \$1.00 per year         | Middle School Student (grades 6-8) |

\*Calculation of the total number of students and total fee due for District will be based on the California Basic Educational Data System (“CBEDS”) census data available on the Effective Date of this Agreement, and will be updated on an annual basis thereafter.

12,753 # of middle school students at \$1/student = \$12,753.00  
 16,838 # of high school students at \$1.50/student = \$25,257.00

The 2015-2016 total fee for District is: \$38,010.00.

- b. Re-Assessing Fees. Fees are re-assessed annually as vendor fees and other associated costs change each year.
- c. Additional Fees. An additional fee may be assessed if a District changes Student Information Systems and/or uploads data for students for whom District did not obtain consent.

**II. Payment Instructions:**

- a. Fees will not be assessed until CCGI successfully launches its A-G progress analysis tools, slated for release in January 2016. The successful use of those tools to generate progress reports for each District will trigger the invoice for agreed upon fees.
- b. Upon receipt of the invoice, District shall tender payment pursuant to Section 5b (Invoicing and Payment) of this Agreement.



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Memoranda of Understanding for 2015-16 School Year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for Deaf/Hard of Hearing Students**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of Memoranda of Understanding (MOU) with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for the 2015-16 school year in order to provide appropriate special education services for those districts' preschool and elementary age students who are deaf or hard of hearing (DHH). The District has provided services to DHH students from other Orange County school districts at the Taft Elementary School DHH Program for more than 30 years without formal agreements. Staff recommends implementing MOUs with all school districts who wish their resident students to attend the Taft DHH Program. Students from other school districts can enter the Taft DHH Program at any time in the school year, and this enrollment will prompt the submission of an MOU to the Board for approval.

**RATIONALE:**

Approval of these MOUs will provide continuation of services for DHH students from Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts in the Taft Elementary School DHH Program. The MOUs address services to students in accordance with each student's Individualized Education Program (IEP). In addition, it sets forth the funding and billing formulas and includes other items such as representation at students' IEP meetings, transportation, and appropriate hold harmless provisions. Incoming districts will each pay tuition for their respective students to the District in accordance with the terms of their MOUs for each of its resident students enrolled in the DHH Program at Taft Elementary School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Memoranda of Understanding for 2015-16 school year with Capistrano, Garden Grove, Irvine, Newport Mesa, Orange, Placentia-Yorba Linda, Saddleback Valley, and Tustin Unified School Districts for deaf/hard of hearing students.

| <b>DISTRICT</b>                               | <b>AMOUNT PER STUDENT</b> |
|---|---------------------------|
| Capistrano Unified School District            | \$40,000                  |
| Garden Grove Unified School District          | \$40,000                  |
| Irvine Unified School District                | \$40,000                  |
| Newport Mesa Unified School District          | \$40,000                  |
| Orange Unified School District                | \$40,000                  |
| Placentia-Yorba Linda Unified School District | \$40,000                  |
| Saddleback Valley Unified School District     | \$40,000                  |
| Tustin Unified School District                | \$40,000                  |

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPA to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Capistrano Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
GARDEN GROVE UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPA to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Garden Grove Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.



4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2014 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Studentss based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions or employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Garden Grove Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
IRVINE UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Irvine Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2014 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count

ADA Calculation

Program Cost Report

Program Summary Report

In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.



15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Irvine Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06

cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
NEWPORT MESA UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Newport Mesa Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District

Newport Mesa Unified School District

PROVIDER DISTRICT

SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations. CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
ORANGE UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Orange Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the Special Schools Program, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.



e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by August 1 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Orange Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Placentia-Yorba Linda Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Placentia-Yorba Linda Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA



MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Saddleback Valley Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 13, 2015.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District

Saddleback Valley Unified School District

PROVIDER DISTRICT

SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

MEMORANDUM of UNDERSTANDING BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT  
AND  
TUSTIN UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Tustin Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2014-15 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count  
ADA Calculation  
Program Cost Report  
Program Summary Report  
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

## 9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.



10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District  
PROVIDER DISTRICT

Tustin Unified School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.  
(Print Name)

\_\_\_\_\_  
(Print Name)

Deputy Superintendent, Operations, CBO  
(Title)

\_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06  
cc: SELPA

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2015-16 School Year**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Special Education: Not to Exceed \$1,425,015

**RECOMENDATION:**

Approve the continuing master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2015-16 school year.



**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2015-16 School Year**

**Board Meeting: June 9, 2015**

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**Approach Learning and Assessment Center, Inc. dba Olive Crest Academy (formerly Therapeutic Education Centers):**

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 367981            | \$69,470       |
| 323863            | \$47,147       |
| 325638            | \$45,057       |
| 428062            | \$45,057       |
| 364984            | \$82,206       |
| 346957            | \$76,030       |

Total Not to Exceed: \$364,967

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**Beacon Day School:**

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 154733            | \$53,127       |

Total Not to Exceed: \$53,127

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**Cornerstone Therapies**

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 416601            | \$2,500        |
| 408156            | \$2,500        |

Total Not to Exceed: \$5,000

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**Kids Institute for Development and Advancement**

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 354818            | \$57,200       |

Total Not to Exceed: \$57,200

**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic  
Schools and Agencies for Students with Disabilities for 2015-16 School Year**

**Board Meeting: June 9, 2015**

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**Mardan School:**

Student #:    Amount:

369818        \$36,342

Total Not to Exceed: \$36,342

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**Ocean View Academy:**

Student #:    Amount:

324915        \$50,976

Total Not to Exceed: \$50,976

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**Red Rock Canyon School:**

Student #:    Amount:

314036        \$148,430

437383        \$148,430

Total Not to Exceed: \$296,860

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**Rossier Park Schools:**

Student#:    Amount:        Student#:        Amount:

186851    \$46,596        351255        \$47,437

303810    \$42,574        337535        \$45,426

303336    \$42,574

194082    \$42,574

315719    \$43,640

322306    \$42,574

314339    \$43,854

335827    \$44,585

Total Not to Exceed: \$441,834

**Continuing Master Contracts and/or Individual Service Agreements with Nonpublic  
Schools and Agencies for Students with Disabilities for 2015-16 School Year**

**Board Meeting: June 9, 2015**

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**Speech & Language Development Center:**

| <u>Student #:</u> | <u>Amount:</u> |
|-------------------|----------------|
| 326331            | \$60,705       |
| 408913            | \$58,004       |

Total Not to Exceed: \$118,709

**AGENDA ITEM BACKUP SHEET**

**June 9, 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**

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**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 \$7,674

**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**

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**Board Meeting: June 9, 2015**

| Student ID# | Amount  | Master Contract and Individual Service Agreement for Nonpublic School/Agency |
|-------------|---------|--|
| 194082      | \$5,174 | Rossier Park High School   |
| 408516      | \$2,500 | Cornerstone Therapies  |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of California High School Exit Exam Waiver for Students with Disabilities**

**ITEM:**                   **Consent**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a California High School Exit Exam (CAHSEE) waiver for students with disabilities. In accordance with California Education Code Section 60851 (c) and Board Policy 6162 and Administrative Regulation 6162.52, students who have passed one or both sections of CAHSEE with modifications listed on their Individualized Education Programs (IEP) and met other specific requirements are eligible for the local Board waiver.

**RATIONALE:**

To obtain a waiver, the site principal must certify to the local governing board that an IEP or 504 plan is in place requiring modifications and that sufficient course work in English, language arts, and math related to CAHSEE subject matter is completed or in progress. Principals must submit an individual score report indicating a passing score on CAHSEE while using the modification(s).

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the California High School Exit Exam Waiver for students with disabilities.



# CAHSEE Waiver for Students with Disabilities

Board Meeting: June 9, 2015

The Principal has certified eligibility for CAHSEE Waiver for the following students:

| <u>Student Name</u> | <u>Waiver Subject</u> | <u>School Site</u> |
|---------------------|-----------------------|--------------------|
| 1. 306043           | Math/ELA              | Santa Ana          |
| 2. 308623           | Math                  | Santa Ana          |
| 3. 421033           | ELA/Math              | Santa Ana          |
| 4. 333816           | Math                  | Santa Ana          |
| 5. 318867           | ELA/Math              | Santa Ana          |
| 6. 193443           | ELA/Math              | Santa Ana          |
| 7. 303759           | ELA/Math              | Santa Ana          |
| 8. 326186           | ELA                   | Godinez            |
| 9. 306276           | ELA                   | Godinez            |
| 10. 191350          | ELA                   | Godinez            |
| 11. 301181          | ELA                   | Godinez            |
| 12. 300881          | ELA                   | Godinez            |
| 13. 301754          | ELA                   | Godinez            |
| 14. 193696          | ELA                   | Godinez            |
| 15. 301961          | Math                  | Godinez            |
| 16. 307753          | ELA                   | Godinez            |
| 17. 308639          | ELA                   | Godinez            |
| 18. 300676          | ELA                   | Godinez            |
| 19. 309691          | ELA                   | Godinez            |
| 20. 191648          | Math                  | Century            |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 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**

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**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: June 9, 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 | 336017              | McFadden/8          | A              | 2                      | Community Day Int. | 01/30/16                        |
| 2 | 360626              | Willard/8           | C              | 2A                     | Special Education  | 06/09/16                        |

## 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**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 13, 2015 through May 26, 2015**

**ITEM:**                   **Consent**

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

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

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**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 May 13, 2015 through May 26, 2015.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of May 13, 2015 through May 26, 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 May 13, 2015 through May 26, 2015.





# Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: May 27, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations, CBO  
Subject: Purchase Order Summary: From 13-MAY-2015 through 26-MAY-2015

|   |                |
|---|----------------|
| Fund 01 General Fund  | \$1,562,107.55 |
| Fund 12 Child Development   | \$42,372.10    |
| Fund 13 Cafeteria Fund  | \$133,960.87   |
| Fund 14 Deferred Maintenance Fund                                 | \$483,219.03   |
| Fund 25 Capital Facilities Fund                                   | \$60,339.00    |
| Fund 29 Measure G   | \$165,325.48   |
| Fund 35 County School Facilities Fund                             | \$4,804,632.00 |
| Fund 40 Special Reserve Fund                                      | \$86,698.63    |
| Fund 49 Capital Project Fund for Blended<br>Component Units (CFD) | \$10,000.00    |
| Fund 69 Health & Welfare  | \$65,000.00    |
| Fund 81 Property & Liability                                      | \$5,349.47     |
| Grand Total:  | \$7,293,317.32 |

Prepared By: Jonathan Geiszler, Director, Purchasing and 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 Amezcu, Clerk • José Alfredo Hernández, J.D., Member • Rob Richardson, Member

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

From 13-MAY-2015 Through 26-MAY-2015

Page: 01 of 04

| PO No.              | Vendor               |                     |  | BOA Date    |
|---------------------|----------------------|---------------------|--|-------------|
| Funding             | Description          | Location            |  | Amount      |
| 310440              | CDW GOVERNMENT, INC. |                     |  |             |
| Unrestricted        | Equipment            | TECHNOLOGY          |  | \$31,000.00 |
| Discretionary       | Maintenance          | INNOVATION SERVICES |  |             |
| Accounts            | Supplies             |                     |  |             |
| 312819              | JUSTIN WU            |                     |  | 2014/08/26  |
| Health & Welfare    | Health & Welfare     | DISTRICT EMPLOYEE   |  | \$65,000.00 |
| Active Employees    | Benefits             | BENEFITS            |  |             |
| 312991              | OneOC                |                     |  | 2014/06/24  |
| Unrestricted        | Consultants          | THORPE FUNDAMENTAL  |  | \$6,600.00  |
| Discretionary       | Instructional        | ELEMENTARY SCHOOL   |  |             |
| Accounts            |                      |                     |  |             |
| Unrestricted        | Consultants          | WILSON ELEMENTARY   |  | \$5,000.00  |
| Discretionary       | Instructional        | SCHOOL              |  |             |
| Accounts            |                      |                     |  |             |
| Unrestricted        | Consultants          | KENNEDY ELEMENTARY  |  | \$2,500.00  |
| Discretionary       | Instructional        | SCHOOL              |  |             |
| Accounts            |                      |                     |  |             |
| Unrestricted        | Consultants          | KING ELEMENTARY     |  | \$5,000.00  |
| Discretionary       | Instructional        | SCHOOL              |  |             |
| Accounts            |                      |                     |  |             |
| Unrestricted        | Consultant           | KENNEDY ELEMENTARY  |  | \$2,500.00  |
| Discretionary       | Noninstructional     | SCHOOL              |  |             |
| Accounts            |                      |                     |  |             |
| IASA: Title I Basic | Sub Agreements for   | MONTE VISTA         |  | \$5,000.00  |
| Grants Low Income   | Services             | ELEMENTARY SCHOOL   |  |             |
| IASA: Title I Basic | Consultants          | PIO PICO ELEMENTARY |  | \$5,000.00  |
| Grants Low Income   | Instructional        | SCHOOL              |  |             |
| IASA: Title I Basic | Consultants          | DIAMOND ELEMENTARY  |  | \$5,000.00  |
| Grants Low Income   | Instructional        | SCHOOL              |  |             |
| IASA: Title I Basic | Consultants          | FREMONT ELEMENTARY  |  | \$5,000.00  |
| Grants Low Income   | Instructional        | SCHOOL              |  |             |
| IASA: Title I Basic | Consultants          | HARVEY ELEMENTARY   |  | \$6,600.00  |
| Grants Low Income   | Instructional        | SCHOOL              |  |             |
| IASA: Title I Basic | Consultants          | MARTIN ELEMENTARY   |  | \$5,000.00  |
| Grants Low Income   | Instructional        | SCHOOL              |  |             |

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

From 13-MAY-2015 Through 26-MAY-2015

Page: 02 of 04

| 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              |  |              |
| 312991              | OneOC                                 |                     |  | 2014/06/24   |
| IASA: Title I Basic | Consultants                           | WALKER ELEMENTARY   |  | \$5,000.00   |
| Grants Low Income   | Instructional                         | SCHOOL              |  |              |
| 314511              | AT&T DATACOMM, INC. dba AT&T DATACOMM |                     |  |              |
| E-Rate              | Replacement Other                     | DISTRICTWIDE        |  | \$93,000.00  |
|                     | Equipment                             |                     |  |              |
| 316750              | WAXIE SANITARY SUPPLY                 |                     |  |              |
| Unrestricted        | Custodial Supplies                    | BUILDING SERVICES   |  | \$74,181.67  |
| Discretionary       |                                       |                     |  |              |
| Accounts            |                                       |                     |  |              |
| 316786              | WAXIE SANITARY SUPPLY                 |                     |  |              |
| Unrestricted        | Custodial Supplies                    | BUILDING SERVICES   |  | \$96,422.72  |
| Discretionary       |                                       |                     |  |              |
| Accounts            |                                       |                     |  |              |
| 317416              | STONEFIRE GRILL 4, INC.               |                     |  | 2015/03/24   |
| Child Nutrition:    | Consultant                            | NUTRITION SERVICES  |  | \$40,000.00  |
| School Programs     | Noninstructional                      |                     |  |              |
| 318021              | VIRCO, INC.                           |                     |  |              |
| Measure G Series E  | Other Equipment                       | WILSON ELEMENTARY   |  | \$49,186.48  |
|                     |                                       | SCHOOL              |  |              |
| 318934              | TROXELL COMMUNICATIONS                |                     |  |              |
| IASA: Title I Basic | Materials &                           | VALLEY HIGH SCHOOL  |  | \$3,648.50   |
| Grants Low Income   | Supplies/Software                     |                     |  |              |
| IASA: Title I Basic | Non Capitalized                       | VALLEY HIGH SCHOOL  |  | \$47,900.00  |
| Grants Low Income   | Equipment                             |                     |  |              |
| 318977              | KYA SERVICES, LLC                     |                     |  |              |
| Deferred            | General                               | BUILDING SERVICES   |  | \$245,652.68 |
| Maintenance Fund    | Maintenance                           |                     |  |              |
|                     | Supplies                              |                     |  |              |



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

From 13-MAY-2015 Through 26-MAY-2015

Page: 03 of 04

| PO No.              | Vendor                              |                     |  | BOA Date       |
|---------------------|-------------------------------------|---------------------|--|----------------|
| Funding             | Description                         | Location            |  | Amount         |
| 318978              | DIGITAL NETWORKS GROUP, INC.        |                     |  |                |
| Unrestricted        | Maintenance                         | VILLA FUNDAMENTAL   |  | \$26,716.00    |
| Discretionary       | Contracts Repairs                   | INTERMEDIATE SCHOOL |  |                |
| Accounts            |                                     |                     |  |                |
| 318979              | KYA SERVICES, LLC                   |                     |  |                |
| Deferred            | General                             | BUILDING SERVICES   |  | \$128,441.14   |
| Maintenance Fund    | Maintenance                         |                     |  |                |
|                     | Supplies                            |                     |  |                |
| 319095              | USA SHADE & FABRIC STRUCTURES, INC. |                     |  |                |
| Unrestricted        |                                     | EARLY CHILDHOOD     |  | \$26,033.32    |
| CalSafe (6091/6092) |                                     | EDUCATION           |  |                |
| 319136              | EXITCERTIFIED CORP.                 |                     |  |                |
| Unrestricted        | Other Contracts                     | TECHNOLOGY          |  | \$50,001.00    |
| Discretionary       |                                     | INNOVATION SERVICES |  |                |
| Accounts            |                                     |                     |  |                |
| 319212              | UNISOURCE WORLDWIDE, INC.           |                     |  |                |
| General Fund        | Stores                              | WAREHOUSE AND       |  | \$29,593.20    |
|                     |                                     | DELIVERY            |  |                |
| 319222              | ERICKSON-HALL CONSTRUCTION CO.      |                     |  |                |
| OPSC School         | Building                            | CENTURY HIGH SCHOOL |  | \$4,564,400.40 |
| Facilities Bond     | Contractor                          |                     |  |                |
| Projects            |                                     |                     |  |                |
| 319268              | TROXELL COMMUNICATIONS              |                     |  |                |
| IASA: Title I Basic | Non Capitalized                     | SEGERSTROM HIGH     |  | \$92,100.00    |
| Grants Low Income   | Equipment                           | SCHOOL              |  |                |
| 319270              | DIGITAL NETWORKS GROUP, INC.        |                     |  |                |
| Unrestricted        | Non Capitalized                     | SEGERSTROM HIGH     |  | \$28,031.00    |
| Discretionary       | Equipment                           | SCHOOL              |  |                |
| Accounts            |                                     |                     |  |                |
| IASA: Title I Basic | Non Capitalized                     | SEGERSTROM HIGH     |  | \$18,687.34    |
| Grants Low Income   | Equipment                           | SCHOOL              |  |                |
| 319271              | GRANDPOINT BANK                     |                     |  |                |
| OPSC School         | Building                            | CENTURY HIGH SCHOOL |  | \$240,231.60   |
| Facilities Bond     | Contractor                          |                     |  |                |
| Projects            |                                     |                     |  |                |
| 319281              | BEN'S ASPHALT, INC.                 |                     |  |                |
| Emergency Repair    | Building                            | LINCOLN ELEMENTARY  |  | \$39,686.00    |
| Program Williams    | Contractor                          | SCHOOL              |  |                |

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

From 13-MAY-2015 Through 26-MAY-2015

Page: 04 of 04

| PO No.             | Vendor                        |                     | BOA Date    |
|--------------------|-------------------------------|---------------------|-------------|
| Funding            | Description                   | Location            | Amount      |
| 319330             | RITE-WAY ROOF CORPORATION     |                     |             |
| Deferred           | Maintenance                   | BUILDING SERVICES   | \$48,492.00 |
| Maintenance Fund   | Contracts Repairs             |                     |             |
| 319428             | DIELL MURAWKA HOWE, INC.      |                     |             |
| Child Nutrition:   | Consultant                    | NUTRITION SERVICES  | \$40,000.00 |
| School Programs    | Noninstructional              |                     |             |
| 319442             | WOLVERINE FENCE COMPANY, INC. |                     |             |
| Capital Facilities |                               | HENINGER ELEMENTARY | \$30,300.00 |
| Fund               |                               | SCHOOL              |             |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of May 13, 2015 through May 26, 2015**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Christeen Betz, Director, Accounting**

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**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 May 13, 2015 through May 26, 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 May 13, 2015 through May 26, 2015.





# Santa Ana Unified School District

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

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

Date: May 26, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations  
Subject: Expenditures Summary: From 13-May-2015 through 26-MAY-2015

|   |                |
|---|----------------|
| Fund 01 General Fund  | \$2,304,389.39 |
| Fund 12 Child Development                                       | \$14,137.78    |
| Fund 13 Cafeteria Fund  | \$850,415.39   |
| Fund 14 Deferred Maintenance Fund                               | \$29,471.80    |
| Fund 24 SAUSD GO Bond, 2008 Election, Series A<br>Building Fund | \$528.04       |
| Fund 25 Capital Facilities Fund                                 | \$7,639.49     |
| Fund 26 Measure G Bond  | \$8,051.99     |
| Fund 29 Measure G   | \$39,469.66    |
| Fund 35 County School Facilities Fund                           | \$1,077,224.28 |
| Fund 40 Special Reserve Fund                                    | \$45,061.10    |
| Fund 68 Workers' Compensation                                   | \$41,467.27    |
| Fund 69 Health & Welfare  | \$762,161.21   |
| Fund 81 Property & Liability                                    | \$6,979.48     |
| Total Expenditures:   | \$5,186,996.88 |

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

May 13, 2015

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| <u>Check #</u>              | <u>Vendor</u>  | <u>Location</u>  | <u>Amount</u>       |
|-----------------------------|--|--|---------------------|
| <b>Fund 01 General Fund</b> |  |  |                     |
| 84206500                    | <b>UNISOURCE WORLDWIDE, INC.</b><br>Fund 01 General Fund   | ACCOUNTING DEPARTMENT<br>PUBLICATIONS<br>WAREHOUSE AND DELIVERY  | <b>\$29,585.27</b>  |
| 84206350                    | <b>E.A.P. TECHNOLOGY, INC.</b><br>Two-Way Digital ITFS Licensee Revenue  | TECHNOLOGY INNOVATION SERVICES   | <b>\$83,855.00</b>  |
| 84206353                    | <b>EQUAL OPPORTUNITY SCHOOLS</b><br>IASA: Title I Basic Grants Low-Income and Neglected, Part A  | STAFF DEVELOPMENT  | <b>\$57,500.00</b>  |
| 84206380                    | <b>THINK TOGETHER</b><br>21st Century ASSETS (roll-up 4124)  | EDUCATIONAL SERVICES DIVISION  | <b>\$158,650.00</b> |
| 84206398                    | <b>APPLE, INC.</b><br>Common Core State Standards<br>IASA: Title I Basic Grants Low-Income and Neglected, Part A<br><br>Special Education<br><br>Unrestricted Discretionary Accounts | EDUCATIONAL SERVICES DIVISION<br>EARLY CHILDHOOD EDUCATION<br>HENINGER ELEMENTARY SCHOOL<br>JEFFERSON ELEMENTARY SCHOOL<br>STUDENT ACHIEVEMENT<br>SUMMER SCHOOL<br>WASHINGTON ELEMENTARY SCHOOL<br>SPECIAL EDUCATION<br>HOOVER ELEMENTARY SCHOOL<br>SEGERSTROM HIGH SCHOOL<br>WAREHOUSE AND DELIVERY | <b>\$32,358.76</b>  |
| 84206399                    | <b>AREY JONES EDUCATIONAL SOLUTIONS</b><br>IASA: Title I Basic Grants Low-Income and Neglected, Part A   | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL<br>LINCOLN ELEMENTARY SCHOOL  | <b>\$39,862.11</b>  |

# SAUSD Board of Education Warrant Listing

May 13, 2015

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| <u>Check #</u>  | <u>Vendor</u>   | <u>Location</u>                          | <u>Amount</u>      |
|-----------------|---|--|--------------------|
|                 | Unrestricted Discretionary Accounts                         | CHAVEZ CONTINUATION HIGH SCHOOL          |                    |
|                 |   | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL |                    |
|                 |   | LATHROP INTERMEDIATE SCHOOL              |                    |
|                 |   | SEGERSTROM HIGH SCHOOL                   |                    |
|                 |   | WAREHOUSE AND DELIVERY                   |                    |
| <b>84206405</b> | <b>GOVCONNECTION</b>  |  | <b>\$41,815.31</b> |
|                 | IASA: Title I Basic Grants Low-Income and Neglected, Part A | KING ELEMENTARY SCHOOL                   |                    |
|                 |   | MONTE VISTA ELEMENTARY SCHOOL            |                    |
|                 |   | SANTIAGO ELEMENTARY SCHOOL               |                    |
|                 | Medi-Cal Billing Option                                     | PUPIL SUPPORT SERVICES                   |                    |
|                 | Special Education   | SPECIAL EDUCATION                        |                    |
|                 | Unrestricted Discretionary Accounts                         | CHARTER/ATTENDANCE                       |                    |
|                 |   | EMPLOYEE BENEFITS ADMINISTRATION         |                    |
|                 |   | GODINEZ FUNDAMENTAL HIGH SCHOOL          |                    |
|                 |   | HUMAN RESOURCES DIVISION                 |                    |
|                 |   | PUPIL SUPPORT SERVICES                   |                    |
|                 |   | PURCHASING DEPARTMENT                    |                    |
|                 |   | SANTA ANA HIGH SCHOOL                    |                    |
|                 |   | SCHOOL POLICE SERVICES                   |                    |
|                 |   | THORPE FUNDAMENTAL ELEMENTARY SCHOOL     |                    |
|                 | Unrestricted One-time Funds                                 | SECONDARY DIVISION                       |                    |
| <b>84206410</b> | <b>INSTRUCTURE, INC.</b>                                    |  | <b>\$51,000.00</b> |
|                 | Unrestricted Discretionary Accounts                         | TECHNOLOGY                               |                    |
| <b>84206419</b> | <b>KRUEGER INTERNATIONAL, INC. dba KI, INC.</b>             |  | <b>\$27,762.21</b> |
|                 | Unrestricted Discretionary Accounts                         | PUPIL SUPPORT SERVICES                   |                    |
|                 |   | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL    |                    |



# SAUSD Board of Education Warrant Listing

May 13, 2015

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| <u>Check #</u> | <u>Vendor</u>   | <u>Location</u>               | <u>Amount</u> |
|----------------|---|-------------------------------|---------------|
| 84206342       | <b>BOYS AND GIRLS CLUB OF SANTA ANA</b><br>30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | EDUCATIONAL SERVICES DIVISION | \$58,511.23   |
| 84206492       | <b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b><br>Special Education   | SPECIAL EDUCATION             | \$61,453.08   |
| 84206430       | <b>ROSSIER PARK JUNIOR/SENIOR HIGH SCHOOL</b><br>Special Education  | SPECIAL EDUCATION             | \$47,328.00   |

## Fund 13 Cafeteria Fund

|          |  |   |             |
|----------|--|---|-------------|
| 84206557 | <b>GOLD STAR FOODS</b><br>Child Nutrition: School Programs                 | GODINEZ FUNDAMENTAL HIGH SCHOOL<br>NUTRITION SERVICES   | \$27,885.50 |
| 84206559 | <b>GOLD STAR FOODS</b><br>Child Nutrition: School Programs                 | CENTURY HIGH SCHOOL<br>GODINEZ FUNDAMENTAL HIGH SCHOOL<br>NUTRITION SERVICES<br>VALLEY HIGH SCHOOL  | \$37,129.46 |
| 84206567 | <b>THE FRUITGUYS</b><br>Child Nutrition: Fresh Fruit and Vegetable Program | ADAMS ELEMENTARY SCHOOL<br>CARVER ELEMENTARY SCHOOL<br>DAVIS ELEMENTARY SCHOOL<br>DIAMOND ELEMENTARY SCHOOL<br>EDISON ELEMENTARY SCHOOL<br>ESQUEDA ELEMENTARY SCHOOL<br>FRANKLIN ELEMENTARY SCHOOL<br>FREMONT ELEMENTARY SCHOOL<br>GARFIELD ELEMENTARY SCHOOL<br>HARVEY ELEMENTARY SCHOOL | \$28,179.00 |

# SAUSD Board of Education Warrant Listing

May 13, 2015

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| <u>Check #</u> | <u>Vendor</u> | <u>Location</u>               | <u>Amount</u> |
|----------------|---------------|-------------------------------|---------------|
|                |               | HENINGER ELEMENTARY SCHOOL    |               |
|                |               | HEROES ELEMENTARY SCHOOL      |               |
|                |               | HOOVER ELEMENTARY SCHOOL      |               |
|                |               | JACKSON ELEMENTARY SCHOOL     |               |
|                |               | KENNEDY ELEMENTARY SCHOOL     |               |
|                |               | KING ELEMENTARY SCHOOL        |               |
|                |               | LINCOLN ELEMENTARY SCHOOL     |               |
|                |               | LOWELL ELEMENTARY SCHOOL      |               |
|                |               | MADISON ELEMENTARY SCHOOL     |               |
|                |               | MARTIN ELEMENTARY SCHOOL      |               |
|                |               | MONROE ELEMENTARY SCHOOL      |               |
|                |               | MONTE VISTA ELEMENTARY SCHOOL |               |
|                |               | PIO PICO ELEMENTARY SCHOOL    |               |
|                |               | REMINGTON ELEMENTARY SCHOOL   |               |
|                |               | ROMERO-CRUZ ELEMENTARY SCHOOL |               |
|                |               | ROOSEVELT ELEMENTARY SCHOOL   |               |
|                |               | SEPULVEDA ELEMENTARY SCHOOL   |               |
|                |               | WALKER ELEMENTARY SCHOOL      |               |
|                |               | WASHINGTON ELEMENTARY SCHOOL  |               |
|                |               | WILSON ELEMENTARY SCHOOL      |               |

## Fund 35 County School Facilities Fund

|          |   |  |                    |
|----------|---|--|--------------------|
| 84206572 | <b>CONSTRUCTION ELECTRIC, INC.</b><br>Fund 35 OPSC School Facilities Bond Projects        | MITCHELL CHILD DEVELOPMENT CENTER                            | <b>\$74,651.24</b> |
| 84206575 | <b>PRIEST CONSTRUCTION SERVICES, INC.</b><br>Fund 35 OPSC School Facilities Bond Projects | CENTURY HIGH SCHOOL<br><br>MITCHELL CHILD DEVELOPMENT CENTER | <b>\$29,636.00</b> |

# SAUSD Board of Education Warrant Listing

May 13, 2015

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|          |   |                                   |                     |
|----------|---|-----------------------------------|---------------------|
| 84206576 | <b>R.C. CONSTRUCTION SERVICES, INC.</b><br>Fund 35 OPSC School Facilities Bond Projects | FRANKLIN ELEMENTARY SCHOOL        | <b>\$273,517.63</b> |
| 84206577 | <b>R.C. CONSTRUCTION SERVICES, INC.</b><br>Fund 35 OPSC School Facilities Bond Projects | KING ELEMENTARY SCHOOL            | <b>\$226,474.27</b> |
| 84206580 | <b>SIERRA LATHING COMPANY, INC.</b><br>Fund 35 OPSC School Facilities Bond Projects     | MITCHELL CHILD DEVELOPMENT CENTER | <b>\$278,612.77</b> |

## Fund 68 Workers' Compensation

|          |  |                 |                    |
|----------|--|-----------------|--------------------|
| 84206586 | <b>SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.</b><br>Fund 68 Workers' Compensation | RISK MANAGEMENT | <b>\$38,761.69</b> |
|----------|--|-----------------|--------------------|

## Fund 69 Health & Welfare

|          |   |                            |                     |
|----------|---|----------------------------|---------------------|
| 84206590 | <b>SANTA ANA UNIFIED SCHOOL DISTRICT</b><br>Health & Welfare - Active Employees | DISTRICT EMPLOYEE BENEFITS | <b>\$750,000.00</b> |
|          | Health & Welfare - Retired Employees  | DISTRICT EMPLOYEE BENEFITS |                     |

***Grand Total:*** **\$2,454,528.53**

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>              | <u>Vendor</u>   | <u>Location</u>   | <u>Amount</u>       |
|-----------------------------|---|---|---------------------|
| <b>Fund 01 General Fund</b> |   |   |                     |
| 84206807                    | U S BANK - CAL CARD   |   | <b>\$202,449.02</b> |
|                             | Before and After School Learning & Safe Neighborhood Partnerships     | AFTER SCHOOL PROGRAMS<br>WILSON ELEMENTARY 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<br>EDISON ELEMENTARY SCHOOL<br>ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT<br>LINCOLN ELEMENTARY SCHOOL<br>LOWELL ELEMENTARY SCHOOL<br>MADISON ELEMENTARY SCHOOL<br>MCFADDEN INTERMEDIATE SCHOOL<br>MONROE ELEMENTARY SCHOOL<br>THORPE FUNDAMENTAL ELEMENTARY SCHOOL<br>VALLEY HIGH SCHOOL |                     |
|                             | Ed Technology K-12 Voucher - Microsoft                                | TECHNOLOGY  |                     |
|                             | Fund 01 General Fund  | HUMAN RESOURCES DIVISION<br>WAREHOUSE AND DELIVERY  |                     |
|                             | Fundraiser (Non ASB-PTA Deposits)                                     | ADAMS ELEMENTARY SCHOOL<br>MONTE VISTA ELEMENTARY SCHOOL<br>REMINGTON ELEMENTARY SCHOOL   |                     |
|                             | Head Start  | CHILD DEVELOPMENT   |                     |
|                             | High School Inc.  | VALLEY HIGH SCHOOL  |                     |
|                             | IASA: Title I Basic Grants Low-Income and Neglected, Part A           | DAVIS ELEMENTARY SCHOOL<br>DIAMOND ELEMENTARY SCHOOL<br>EARLY CHILDHOOD EDUCATION   |                     |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u> | <u>Vendor</u>                                | <u>Location</u>                                | <u>Amount</u> |
|----------------|--|--|---------------|
|                |  | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT |               |
|                |  | ESQUEDA ELEMENTARY SCHOOL                      |               |
|                |  | HENINGER ELEMENTARY SCHOOL                     |               |
|                |  | HEROES ELEMENTARY SCHOOL                       |               |
|                |  | JACKSON ELEMENTARY SCHOOL                      |               |
|                |  | KENNEDY ELEMENTARY SCHOOL                      |               |
|                |  | LATHROP INTERMEDIATE SCHOOL                    |               |
|                |  | LOWELL ELEMENTARY SCHOOL                       |               |
|                |  | MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL      |               |
|                |  | MARTIN ELEMENTARY SCHOOL                       |               |
|                |  | MCFADDEN INTERMEDIATE SCHOOL                   |               |
|                |  | MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL         |               |
|                |  | MONROE ELEMENTARY SCHOOL                       |               |
|                |  | REMINGTON ELEMENTARY SCHOOL                    |               |
|                |  | SADDLEBACK HIGH SCHOOL                         |               |
|                |  | STUDENT ACHIEVEMENT                            |               |
|                |  | SUMMER SCHOOL                                  |               |
|                |  | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL          |               |
|                |  | WILLARD INTERMEDIATE SCHOOL                    |               |
|                | Kinder Readiness Program II                  | EARLY CHILDHOOD EDUCATION                      |               |
|                | LCFF-Supplemental/Concentration              | EDUCATIONAL SERVICES DIVISION                  |               |
|                |  | ELEMENTARY DIVISION                            |               |
|                | Medi-Cal Billing Option                      | PUPIL SUPPORT SERVICES                         |               |
|                | 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                  |               |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u> | <u>Vendor</u>   | <u>Location</u>                                | <u>Amount</u> |
|----------------|---|--|---------------|
|                | Risk Management - Undesignated                                    | RISK MANAGEMENT                                |               |
|                | S.D. Bechtel, Jr. Foundation                                      | STAFF DEVELOPMENT                              |               |
|                | Special Ed: Mental Health Services                                | GODINEZ FUNDAMENTAL HIGH SCHOOL                |               |
|                |   | MCFADDEN INTERMEDIATE SCHOOL                   |               |
|                |   | SPECIAL EDUCATION                              |               |
|                | Special Education   | SPECIAL EDUCATION                              |               |
|                | Title III Limited English Proficiency LEP Student Program         | ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT |               |
|                | Two-Way Digital ITFS Licensee Revenue                             | TECHNOLOGY                                     |               |
|                | Unrestricted - CAHSEE Intensive (7055)                            | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL          |               |
|                | Unrestricted - Regional Occupational Centers/Program (ROC/P 6350) | REGIONAL OCCUPATIONAL PROGRAM                  |               |
|                | Unrestricted Discretionary Accounts                               | ACCOUNTING DEPARTMENT                          |               |
|                |   | ADAMS ELEMENTARY SCHOOL                        |               |
|                |   | BOARD OF EDUCATION                             |               |
|                |   | BUILDING SERVICES                              |               |
|                |   | BUSINESS SERVICES DIVISION                     |               |
|                |   | CARR INTERMEDIATE SCHOOL                       |               |
|                |   | CARVER ELEMENTARY SCHOOL                       |               |
|                |   | CENTURY HIGH SCHOOL                            |               |
|                |   | CHAVEZ CONTINUATION HIGH SCHOOL                |               |
|                |   | COMMUNICATIONS OFFICE                          |               |
|                |   | COMMUNITY DAY HIGH SCHOOL                      |               |
|                |   | COMMUNITY RELATIONS                            |               |
|                |   | CONSTRUCTION                                   |               |
|                |   | DAVIS ELEMENTARY SCHOOL                        |               |
|                |   | EDUCATIONAL SERVICES DIVISION                  |               |
|                |   | ELEMENTARY DIVISION                            |               |
|                |   | FACILITIES/GOVERNMENTAL RELATIONS              |               |
|                |   | FRANKLIN ELEMENTARY SCHOOL                     |               |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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Check #

Vendor

Location

Amount

FREMONT ELEMENTARY SCHOOL  
GARFIELD ELEMENTARY SCHOOL  
GODINEZ FUNDAMENTAL HIGH SCHOOL  
HUMAN RESOURCES DIVISION  
LINCOLN ELEMENTARY SCHOOL  
LORIN GRISET ACADEMY  
LOWELL ELEMENTARY SCHOOL  
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  
RESEARCH AND EVALUATION  
ROOSEVELT ELEMENTARY SCHOOL  
SANTA ANA HIGH SCHOOL  
SANTIAGO ELEMENTARY SCHOOL  
SCHOOL POLICE SERVICES  
SECONDARY DIVISION  
SEGERSTROM HIGH SCHOOL  
SIERRA PREPARATORY ACADEMY  
SPURGEON INTERMEDIATE SCHOOL  
SUPERINTENDENT'S OFFICE  
TECHNOLOGY INNOVATION SERVICES

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>  | <u>Vendor</u>  | <u>Location</u>                       | <u>Amount</u>      |
|-----------------|--|---------------------------------------|--------------------|
|                 |  | THORPE FUNDAMENTAL ELEMENTARY SCHOOL  |                    |
|                 |  | VALLEY HIGH SCHOOL                    |                    |
|                 |  | VILLA FUNDAMENTAL INTERMEDIATE SCHOOL |                    |
|                 |  | WALKER ELEMENTARY SCHOOL              |                    |
|                 |  | WAREHOUSE AND DELIVERY                |                    |
|                 |  | WASHINGTON ELEMENTARY SCHOOL          |                    |
|                 |  | WILLARD INTERMEDIATE SCHOOL           |                    |
|                 |  | WILSON ELEMENTARY SCHOOL              |                    |
|                 | WASC (was Fund Resource 010031)  | MIDDLE COLLEGE HIGH SCHOOL            |                    |
|                 |  | SEGERSTROM HIGH SCHOOL                |                    |
| <b>84206599</b> | <b>SOUTHERN CALIFORNIA EDISON</b>  |                                       | <b>\$57,859.01</b> |
|                 | Unrestricted Discretionary Accounts  | DISTRICTWIDE                          |                    |
| <b>84206601</b> | <b>AMPE, INC.</b>  |                                       | <b>\$47,800.00</b> |
|                 | California Clean Energy Jobs Act (Prop 39)                                     | FRANKLIN ELEMENTARY SCHOOL            |                    |
|                 |  | LATHROP INTERMEDIATE SCHOOL           |                    |
|                 |  | MADISON ELEMENTARY SCHOOL             |                    |
|                 |  | SEPULVEDA ELEMENTARY SCHOOL           |                    |
|                 |  | WALKER ELEMENTARY SCHOOL              |                    |
|                 |  | WILSON ELEMENTARY SCHOOL              |                    |
| <b>84206606</b> | <b>DISCOVERY CUBE ORANGE COUNTY</b>  |                                       | <b>\$49,233.50</b> |
|                 | 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships | EDUCATIONAL SERVICES DIVISION         |                    |
| <b>84206608</b> | <b>EDUCATIONAL POLICY IMPROVEMENT CENTER</b>                                   |                                       | <b>\$95,000.00</b> |
|                 | NCLB: Title I, School Improvement Grant QEIA                                   | VALLEY HIGH SCHOOL                    |                    |
| <b>84206614</b> | <b>IFUSION SOLUTIONS, INC.</b>   |                                       | <b>\$34,135.00</b> |
|                 | Unrestricted Discretionary Accounts  | BUSINESS SERVICES DIVISION            |                    |



# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>  | <u>Vendor</u>   | <u>Location</u>                           | <u>Amount</u>      |
|-----------------|---|---|--------------------|
| <b>84206615</b> | <b>KAPLAN K-12 LEARNING SERVICES</b>                        |   | <b>\$71,570.00</b> |
|                 | Gear Up IV (RSCC Fiscal Agent)                              | SADDLEBACK HIGH SCHOOL                    |                    |
|                 | IASA: Title I Basic Grants Low-Income and Neglected, Part A | SADDLEBACK HIGH SCHOOL                    |                    |
| <b>84206640</b> | <b>APPLE, INC.</b>  |   | <b>\$88,616.01</b> |
|                 | Global Business Academy [0190] VHS                          | VALLEY HIGH SCHOOL                        |                    |
|                 | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CHAVEZ CONTINUATION HIGH SCHOOL           |                    |
|                 |   | MADISON ELEMENTARY SCHOOL                 |                    |
|                 |   | MCFADDEN INTERMEDIATE SCHOOL              |                    |
|                 |   | SANTIAGO ELEMENTARY SCHOOL                |                    |
|                 | Medi-Cal Billing Option                                     | PSYCHOLOGICAL SERVICES/APE                |                    |
|                 | Special Education   | SPECIAL EDUCATION                         |                    |
|                 | Two-Way Digital ITFS Licensee Revenue                       | TECHNOLOGY                                |                    |
|                 | Unrestricted Discretionary Accounts                         | ADAMS ELEMENTARY SCHOOL                   |                    |
|                 |   | CENTURY HIGH SCHOOL                       |                    |
|                 |   | DIAMOND ELEMENTARY SCHOOL                 |                    |
|                 |   | GARFIELD ELEMENTARY SCHOOL                |                    |
|                 |   | GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL  |                    |
|                 |   | INSTRUCTIONAL MEDIA CENTER                |                    |
|                 |   | MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL |                    |
|                 |   | MIDDLE COLLEGE HIGH SCHOOL                |                    |
|                 |   | SADDLEBACK HIGH SCHOOL                    |                    |
|                 |   | SPURGEON INTERMEDIATE SCHOOL              |                    |
|                 |   | WILLARD INTERMEDIATE SCHOOL               |                    |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>  | <u>Vendor</u>   | <u>Location</u>                    | <u>Amount</u>      |
|-----------------|---|------------------------------------|--------------------|
| <b>84206647</b> | <b>GOVCONNECTION</b>  |                                    | <b>\$38,816.57</b> |
|                 | Common Core State Standards                                 | EDUCATIONAL SERVICES DIVISION      |                    |
|                 | IASA: Title I Basic Grants Low-Income and Neglected, Part A | CARR INTERMEDIATE SCHOOL           |                    |
|                 |   | HEROES ELEMENTARY SCHOOL           |                    |
|                 |   | MUIR FUNDAMENTAL ELEMENTARY SCHOOL |                    |
|                 |   | SADDLEBACK HIGH SCHOOL             |                    |
|                 | Medi-Cal Billing Option                                     | TRANSITION PROGRAMS                |                    |
|                 | Pupil Transportation (7230/7240)                            | TRANSPORTATION DEPARTMENT          |                    |
|                 | Special Education   | SPECIAL EDUCATION                  |                    |
|                 | Unrestricted Discretionary Accounts                         | BUDGET                             |                    |
|                 |   | HOOVER ELEMENTARY SCHOOL           |                    |
|                 |   | LORIN GRISET ACADEMY               |                    |
|                 |   | SADDLEBACK HIGH SCHOOL             |                    |
| <b>84206849</b> | <b>UNISOURCE WORLDWIDE, INC.</b>                            |                                    | <b>\$62,997.12</b> |
|                 | Fund 01 General Fund  | ACCOUNTING DEPARTMENT              |                    |
|                 |   | PUBLICATIONS                       |                    |
|                 |   | WAREHOUSE AND DELIVERY             |                    |
| <b>84206660</b> | <b>RED ROCK CANYON SCHOOL ADOLESCENT</b>                    |                                    | <b>\$25,420.00</b> |
|                 | Special Ed: Mental Health Services                          | SPECIAL EDUCATION                  |                    |
|                 | Special Education   | SPECIAL EDUCATION                  |                    |
| <b>84206597</b> | <b>CITY OF SANTA ANA</b>                                    |                                    | <b>\$36,355.71</b> |
|                 | Unrestricted Discretionary Accounts                         | DISTRICTWIDE                       |                    |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>  | <u>Vendor</u>   | <u>Location</u>   | <u>Amount</u>       |
|-----------------|---|---|---------------------|
| <b>84206682</b> | <b>A &amp; R WHOLESALE DISTRIBUTORS</b><br>Child Nutrition: School Programs | LATHROP INTERMEDIATE SCHOOL<br>NUTRITION SERVICES<br>VILLA FUNDAMENTAL INTERMEDIATE SCHOOL<br>WILLARD INTERMEDIATE SCHOOL | <b>\$112,998.07</b> |
| <b>84206680</b> | <b>A &amp; R WHOLESALE DISTRIBUTORS</b><br>Child Nutrition: School Programs | MENDEZ FUNDAMENTAL INTERMEDIATE<br>SCHOOL<br>NUTRITION SERVICES<br>VILLA FUNDAMENTAL INTERMEDIATE SCHOOL                  | <b>\$67,121.04</b>  |
| <b>84206684</b> | <b>A &amp; R WHOLESALE DISTRIBUTORS</b><br>Child Nutrition: School Programs | NUTRITION SERVICES  | <b>\$36,413.19</b>  |
| <b>84206686</b> | <b>A &amp; R WHOLESALE DISTRIBUTORS</b><br>Child Nutrition: School Programs | LORIN GRISET ACADEMY<br>NUTRITION SERVICES<br>WILLARD INTERMEDIATE SCHOOL   | <b>\$50,535.13</b>  |
| <b>84206695</b> | <b>DRIFTWOOD DAIRY</b><br>Child Nutrition: School Programs                  | NUTRITION SERVICES  | <b>\$42,773.45</b>  |
| <b>84206697</b> | <b>DRIFTWOOD DAIRY</b><br>Child Nutrition: School Programs                  | NUTRITION SERVICES  | <b>\$56,216.27</b>  |
| <b>84206699</b> | <b>DRIFTWOOD DAIRY</b><br>Child Nutrition: School Programs                  | NUTRITION SERVICES  | <b>\$54,140.90</b>  |
| <b>84206709</b> | <b>GOLD STAR FOODS</b><br>Child Nutrition: School Programs                  | NUTRITION SERVICES  | <b>\$61,794.79</b>  |

# SAUSD Board of Education Warrant Listing

May 20, 2015

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| <u>Check #</u>                               | <u>Vendor</u>  | <u>Location</u>   | <u>Amount</u>         |
|--|--|---|-----------------------|
| 84206678                                     | A & R WHOLESALE DISTRIBUTORS<br>Child Nutrition: School Programs             | GODINEZ FUNDAMENTAL HIGH SCHOOL<br><br>MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL<br>NUTRITION SERVICES<br><br>SADDLEBACK HIGH SCHOOL | \$97,426.71           |
| <b>Fund 35 County School Facilities Fund</b> |  |   |                       |
| 84206748                                     | DIGITAL NETWORKS GROUP, INC.<br>Fund 35 OPSC School Facilities Bond Projects | MITCHELL CHILD DEVELOPMENT CENTER   | \$72,348.92           |
| 84206752                                     | QUEEN CITY GLASS CO.<br>Fund 35 OPSC School Facilities Bond Projects         | MITCHELL CHILD DEVELOPMENT CENTER   | \$41,904.50           |
| <b>Grand Total:</b>                          |  |   | <b>\$1,503,924.91</b> |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3064 – Revision of Authorized Signatories

**ITEM:** Consent

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of Resolution No. 14/15-3064, revision of authorized signatories for Santa Ana Unified School District.

**RATIONALE:**

Education Code Section 17604 specifically authorizes the Board, by majority vote, to delegate signature authority on behalf of the District to the District Superintendent, and/or other designated District officers and employees. Such a delegation of signature authority can expedite the implementation of financial transactions or any other contract, agreement, or forms that have previously been approved by the Board. Additionally, Education Code Section 35161 authorizes the Board to delegate to District officers or employees, any of the Board's power or duties.

This resolution also would memorialize the delegation of signature authority on behalf of the District to the District's Superintendent and other District officers and employees that the Superintendent has identified as having an ability to exercise sound business judgment on behalf of the District and understand the contracts and other instruments being executed.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3064 – revision of authorized signatories.



1 RESOLUTION NO. 14/15-3064  
2 BOARD OF EDUCATION  
3 SANTA ANA UNIFIED SCHOOL DISTRICT  
4 ORANGE COUNTY, CALIFORNIA  
5

6 **Revision of Authorized Signatories**  
7

8 WHEREAS, Education Code Section 17604 specifically authorizes the Board, by  
9 majority vote, to delegate signature authority on behalf of the District to the  
10 District Superintendent and/or other designated District officers and employees;  
11 and,

12 WHEREAS, such a delegation of signature authority can expedite  
13 implementation of financial transactions or any other contract, agreement, or  
14 forms that have previously been approved by the Board; and,  
15

16 WHEREAS, Education Code Section 35161 authorizes the Board to delegate to  
17 District officers or employees any of the Board's powers or duties; and,  
18

19 WHEREAS, Resolution No. 14/15-3064 would memorialize the delegation of  
20 signature authority on behalf of the District to the District's Superintendent and  
21 other District officers and employees whom the Board of Education has identified  
22 as having an ability to exercise sound business judgment on behalf of the District  
23 and understand the contracts and other instruments being executed.  
24

25 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
26 Unified School District that the following persons are authorized to sign manually  
27 or by facsimile, the orders drawn on funds of the District for warrants, revolving  
28 fund checks, purchase orders, and orders for salary payments and cafeteria checks.  
29 All documents, agreements, contracts, tax shelter annuity forms, deferred  
30 compensation program, federal and state applications, reports and forms for the  
31 2015-16 school year on behalf of the District:  
32

- 33
- Richard L. Miller, Ph.D., Superintendent
  - Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
  - David Haglund, Ed.D., Deputy Superintendent, Educational Services
  - **Tina Douglas, Assistant Superintendent, Business Services**
  - ~~Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations~~
  - **Jonathan Geiszler, Director, Purchasing and Stores**
- 38



1           NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
2 Unified School District that the following persons are authorized to sign all  
3 applications and reports connected with the Child & Adult Care Food Program, Food  
4 Distribution Program and the National School Lunch Program for the 2015-16 school  
5 year on behalf of the District:  
6

- 7           • Richard L. Miller, Ph.D., Superintendent
- 8           • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 9           • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 10          • **Tina Douglas, Assistant Superintendent, Business Services**
- 11          • **Camille Boden, Executive Director, Risk Management**
- 12          • Mark Chavez, Director, Food Services

13  
14           NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
15 Unified School District that the following persons are authorized to sign all  
16 financial transactions; payroll warrants, vendor payment documents, reissuance of  
17 warrants, ASB warrants, and voided warrants for the 2015-16 school year on behalf  
18 of the District:  
19

- 20          • Richard L. Miller, Ph.D., Superintendent
- 21          • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 22          • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 23          • **Tina Douglas, Assistant Superintendent, Business Services**
- 24          • Christeen Betz, Director, Accounting
- 25          • Kara Wantlin, Assistant Director, Payroll

26  
27           NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
28 Unified School District that the following persons are authorized to sign all  
29 financial transactions, federal and state applications, reports and forms for the  
30 2015-16 school year on behalf of the District:  
31

- 32          • Richard L. Miller, Ph.D., Superintendent
- 33          • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 34          • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 35          • **Tina Douglas, Assistant Superintendent, Business Services**
- 36          • Swandayani Singgih, Director, Budget

1           NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
2 Unified School District that the following persons are authorized to sign manually  
3 or by facsimile, employment-related notices for District personnel whose  
4 employment status has been authorized or ratified by the Board of Education, and  
5 related documents for the 2015-16 school year on behalf of the District:  
6

- 7       • Richard L. Miller, Ph.D., Superintendent
- 8       • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 9       • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 10      • Mark A. McKinney, Associate Superintendent, Human Resources
- 11      • **Tina Douglas, Assistant Superintendent, Business Services**
- 12      • Bianca E. Barquin, Director, Human Resources
- 13      • Arturo Jimenez, Director, Human Resources

14  
15           NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana  
16 Unified School District that the following persons are authorized to sign any  
17 other contract, agreement, federal and state applications or forms that have been  
18 authorized or ratified by the Board of Education for the 2015-16 school year on  
19 behalf of the District:  
20

- 21      • Richard L. Miller, Ph.D., Superintendent
- 22      • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 23      • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 24      • **Tina Douglas, Assistant Superintendent, Business Services**
- 25      • ~~Dawn Miller, Assistant Superintendent, Secondary Education~~
- 26      • **Lucinda Pueblos, Assistant Superintendent, School Performance and Culture**
- 27      • Michelle Rodriguez, Ed.D., Chief Academic Officer, Educational Services
- 28      • Doreen Lohnes, Assistant Superintendent, Support Services
- 29      • ~~Joe Dixon, Assistant Superintendent, Facilities and Governmental Relations~~
- 30      • Edward Winchester, Director, Secondary Student Achievement/Charter Schools

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Santa Ana Unified  
2 School District that the following persons are authorized to sign all Community  
3 Care Licensing contracts, documents, applications, and matters relating to  
4 services for SAUSD Kinder Readiness Preschool, State Preschool Programs, and SAUSD  
5 Head Start Program that have been authorized or ratified by the Board of Education  
6 for the 2015-16 school year on behalf of the District:

- 7
- 8 • David Haglund, Ed.D., Deputy Superintendent, Educational Services
- 9 • Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations
- 10 • **Tina Douglas, Assistant Superintendent, Business Services**
- 11 • Michelle Rodriguez, Ed.D., Chief Academic Officer, Educational Services
- 12 • Keely Orlando, Early Childhood Education Coordinator
- 13 • Charlotte Ervin, Head Start Coordinator
- 14

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

17

18 AYES:

19 NOES:

20 ABSENT:

21

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

25

26 I, Richard L. Miller, Secretary of the Board of Education of the Santa Ana  
27 Unified School District of Orange County, California, hereby certify that the  
28 above and foregoing Resolution was duly adopted by the said Board at a regular  
29 meeting thereof held on the 9th day of June, 2015, and passed by a vote of  
30 \_\_\_\_\_ of said Board.

31

32 IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
33 \_\_\_\_\_, 2015.

34

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

**AGENDA ITEM BACKUP SHEET**  
**June 9, 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**

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**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 - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME   | POSITION                        | SITE  | EFF. DATE                           | END DATE      | COMMENTS   |
|--|---------------------------------|---|-------------------------------------|---------------|--|
| <b>RETIREMENTS</b>   |                                 |   |                                     |               |  |
| Ford, Anita  | Principal                       | Jefferson                                     | June 30, 2015                       |               | Retirement - 33 years                              |
| Walker, Juanita  | Curriculum Specialist           | K-12 Curriculum Instruction/Staff Development | June 30, 2015                       |               | Retirement - 32 years                              |
| <b>RETIREMENT CORRECTION</b>                                   |                                 |   |                                     |               |  |
| Banda, Jessica   | Principal                       | Sepulveda                                     | From June 24, 2015 to June 23, 2015 |               | Retirement - 20 years                              |
| <b>RESIGNATION</b>   |                                 |   |                                     |               |  |
| Frazier, Diana   | Speech and Language Pathologist | Speech Department                             | June 19, 2015                       |               | Moving, Family Responsibilities, Personal - 1 year |
| <b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits</b> |                                 |   |                                     |               |  |
| Lopez, Yazmin  | Nurse                           | Early Childhood Education                     | May 11, 2015                        | June 8, 2015  | Child Care   |
| Metz, Jennifer   | Speech and Language Pathologist | Speech Department                             | June 8, 2015                        | June 19, 2015 | Professional Growth                                |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION              | SITE  | EFF. DATE       | END DATE      | COMMENTS          |
|---|-----------------------|---|-----------------|---------------|-------------------|
| <b>ABSENCE (3 to 20 duty days) - Without Pay with Benefits (Continued)</b>          |                       |   |                 |               |                   |
| Nguyen, Thuc  | Teacher               | Mitchell  | June 1, 2015    | June 19, 2015 | Child Care        |
| <b>EXTENSION OF LEAVE (21 duty days or more) - Without Pay and Without Benefits</b> |                       |   |                 |               |                   |
| Peshke, Christina   | Teacher               | Esqueda   | August 27, 2015 | June 17, 2016 | Child Care        |
| <b>EXTENDED WORK YEAR 2014-15</b>   |                       |   |                 |               |                   |
| Fast, Juanita   | Curriculum Specialist | K-12 Curriculum and Instruction/<br>Staff Development | May 26, 2015    | May 27, 2015  | 2 Additional Days |
| Fowler, James   | Curriculum Specialist | K-12 Curriculum and Instruction/<br>Staff Development | June 22, 2015   | June 23, 2015 | 2 Additional Days |
| Gonzalez-Perez, Miriam  | Interim Principal     | Roosevelt   | June 23, 2015   | June 26, 2015 | 4 Additional Days |
| Loftus, Karen   | Nurse                 | Early Childhood Education                             | June 22, 2015   | June 30, 2015 | 7 Additional Days |
| Lopez, Yazmin   | Nurse                 | Early Childhood Education                             | June 22, 2015   | June 30, 2015 | 7 Additional Days |
|   |                       |   |                 |               |                   |
|   |                       |   |                 |               |                   |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME                    | POSITION                        | SITE   | EFF. DATE        | END DATE      | COMMENTS            |
|-------------------------|---------------------------------|--|------------------|---------------|---------------------|
| EXTRA DUTY 2014-15      |                                 |  |                  |               |                     |
| Carter, Stacey          | Teacher                         | McFadden   | February 2, 2015 | June 18, 2015 | Extra Period        |
| Hernandez, Stephanie    | Speech and Language Pathologist | Speech Department                                  | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Herrera-Duarte, Araceli | Psychologist                    | Psychological Services                             | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Heslip, Veronica        | Psychologist                    | Psychological Services                             | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Hughes, Shawna          | Teacher                         | Special Education                                  | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Lofink, David           | Curriculum Specialist           | K-12 Curriculum and Instruction/ Staff Development | June 29, 2015    | June 30, 2015 | Regular Hourly Rate |
| Powers, Nedra           | Retired Substitute              | Educational Services/Special Projects              | May 11, 2015     | June 19, 2015 | Retired Daily Rate  |
| Rao, Maya               | Speech and Language Pathologist | Speech Department                                  | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Reigle, Allison         | Psychologist                    | Psychological Services                             | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Rezvani, Niloufar       | Psychologist                    | Psychological Services                             | June 22, 2015    | June 30, 2015 | Regular Hourly Rate |
| Robbie, Trisha          | Teacher                         | McFadden   | February 2, 2015 | June 18, 2015 | Extra Period        |



Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME                                  | POSITION     | SITE                   | EFF. DATE     | END DATE      | COMMENTS            |
|---------------------------------------|--------------|------------------------|---------------|---------------|---------------------|
| <b>EXTRA DUTY 2014-15 (Continued)</b> |              |                        |               |               |                     |
| Thoms, Luz                            | Psychologist | Psychological Services | June 22, 2015 | June 30, 2015 | Regular Hourly Rate |
| <b>ROP SUMMER SCHOOL TEACHERS</b>     |              |                        |               |               |                     |
| Acuna, Jennifer                       |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Aguilar, Monica                       |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Beaman, Francene                      |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Borzilleri, Gail                      |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Curiel, Danny                         |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Dervis, Nancy                         |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Duran, Santa                          |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Erikson, Tom                          |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Fe, Helen                             |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Field, Patricia                       |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Gamnig, Michael                       |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Garcia, Jose                          |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Garcia, Saul                          |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Garza, Cesar                          |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Gordon, Roger                         |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Henriquez, Noe                        |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Holland, Cynthia                      |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Joyce, Maureen                        |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Kahapea, Karin                        |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |
| Long, Lana                            |              | ROP                    | June 23, 2015 | July 29, 2015 |                     |

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| <b>ROP SUMMER SCHOOL TEACHERS (Continued)</b> |          |      |               |               |          |
| Lynch, Kenneth                                |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Maharaj, Chester                              |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Maharaj, Lynette                              |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Manrique, Ricardo                             |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Mireles, Jose                                 |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Mitchell, Herman                              |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Navarro, Yanira                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Nusbickel, Thomas                             |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Pastrana, Diana                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Peronto, David                                |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Polhamus, Jason                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Ramirez, Steven                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Rich, Christine                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Russo, Joseph                                 |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Santiago, Joanna                              |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Savchenko, Valentina                          |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Schwinge, Terrence                            |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Tapia, Anita                                  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Verino, Sergio                                |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Vu, Bob                                       |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Vu, Minh                                      |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| <b>ROP SUMMER SCHOOL SUBSTITUTES TEACHERS</b> |          |      |               |               |          |
| Acuna, Jennifer                               |          | ROP  | June 23, 2015 | July 29, 2015 |          |

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| <b>ROP SUMMER SCHOOL SUBSTITUTES TEACHERS (Continued)</b> |          |      |               |               |          |
| Aguilar, Monica   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Beaman, Francene  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Borzilleri, Gail  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Curiel, Danny   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Dervis, Nancy   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Duran, Santa  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Erikson, Tom  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Fe, Helen   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Field, Patricia   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Gamnig, Michael   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Garcia, Jose  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Garcia, Saul  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Garza, Cesar  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Gordon, Roger   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Henriquez, Noe  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Holland, Cynthia  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Joyce, Maureen  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Kahapea, Karin  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Long, Lana  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Lynch, Kenneth  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Maharaj, Chester  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Maharaj, Lynette  |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Manrique, Ricardo   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Mireles, Jose   |          | ROP  | June 23, 2015 | July 29, 2015 |          |
| Mitchell, Herman  |          | ROP  | June 23, 2015 | July 29, 2015 |          |

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| <b>ROP SUMMER SCHOOL SUBSTITUTES TEACHERS (Continued)</b> |          |            |               |               |          |
| Navarro, Yanira   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Nusbickel, Thomas   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Pastrana, Diana   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Peronto, David  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Polhamus, Jason   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Ramirez, Steven   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Rich, Christine   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Russo, Joseph   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Santiago, Joanna  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Savchenko, Valentina                                      |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Schwinge, Terrence  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Tapia, Anita  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Verino, Sergio  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Vu, Bob   |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| Vu, Minh  |          | ROP        | June 23, 2015 | July 29, 2015 |          |
| <b>SUMMER SCHOOL TEACHERS</b>                             |          |            |               |               |          |
| Aguilar-Ramirez,<br>Guadalupe                             |          | Segerstrom |               |               |          |
| Anaya, Felipe   |          | Century    |               |               |          |
| Arredondo, Eliana   |          | Godinez    |               |               |          |
| Ashkiani, Ali   |          | Century    |               |               |          |
| Bates, Jamie  |          | Segerstrom |               |               |          |
| Berger, Michael   |          | Valley     |               |               |          |

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| <b>SUMMER SCHOOL TEACHERS (Continued)</b> |          |              |           |          |          |
| Booker, Howard                            |          | Valley       |           |          |          |
| Boukova, Roumyana                         |          | Lorin Griset |           |          |          |
| Bradshaw, Christopher                     |          | Segerstrom   |           |          |          |
| Bustard, Michael                          |          | Saddleback   |           |          |          |
| Callanan, Jill                            |          | Saddleback   |           |          |          |
| Carranza, Adrianna                        |          | Santa Ana    |           |          |          |
| Castro, Laura                             |          | Saddleback   |           |          |          |
| Cervantes, Alfredo                        |          | Valley       |           |          |          |
| Chan, Jeannie                             |          | Santa Ana    |           |          |          |
| Chen, George                              |          | Century      |           |          |          |
| Cheser, Ron                               |          | Segerstrom   |           |          |          |
| Clupper, Michael                          |          | Segerstrom   |           |          |          |
| Collins, Michael                          |          | Valley       |           |          |          |
| Contreras, Juan                           |          | Godinez      |           |          |          |
| Contreras, Miriam                         |          | Godinez      |           |          |          |
| Coronel, Ismael                           |          | Valley       |           |          |          |
| Cowans, Katheryn                          |          | Saddleback   |           |          |          |
| Dalton, Monica                            |          | Saddleback   |           |          |          |
| Diaz, Lucero                              |          | Valley       |           |          |          |
| Do, Anh                                   |          | Segerstrom   |           |          |          |
| Dreyer, Claire                            |          | Valley       |           |          |          |
| Dugan, Laurie                             |          | Segerstrom   |           |          |          |
| Duran, Corrine                            |          | Segerstrom   |           |          |          |
| Dzul-Baron, Darlene                       |          | Valley       |           |          |          |
| Elizondo, Gerard                          |          | Godinez      |           |          |          |

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| NAME                                      | POSITION | SITE           | EFF. DATE | END DATE | COMMENTS |
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| <b>SUMMER SCHOOL TEACHERS (Continued)</b> |          |                |           |          |          |
| Espinoza, Rosalina                        |          | Century        |           |          |          |
| Fenwick, Randolph                         |          | Segerstrom     |           |          |          |
| Feuerborn, Joyce                          |          | Godinez        |           |          |          |
| Fitzgerald Jimenez,<br>Crystal            |          | Santa Ana      |           |          |          |
| Florance, Joseph                          |          | Lorin Grisct   |           |          |          |
| Gamnig, Michael                           |          | Godinez        |           |          |          |
| Garcia, Juan                              |          | Segerstrom     |           |          |          |
| Gentile, Nicholas                         |          | Godinez        |           |          |          |
| Gerdes, Stephanie                         |          | Segerstrom     |           |          |          |
| Gibson, Jonathan                          |          | Saddleback     |           |          |          |
| Golden, Darcee                            |          | Middle College |           |          |          |
| Gomez, Adrian                             |          | Segerstrom     |           |          |          |
| Gomeztrejo, Fred                          |          | Saddleback     |           |          |          |
| Goodrich, Nathan                          |          | Saddleback     |           |          |          |
| Gordon, Roger                             |          | Saddleback     |           |          |          |
| Govier, Robert                            |          | Century        |           |          |          |
| Green, Eric                               |          | Saddleback     |           |          |          |
| Gundy, Afaf                               |          | Century        |           |          |          |
| Gutierrez, David                          |          | Santa Ana      |           |          |          |
| Harris, Donzelle                          |          | Santa Ana      |           |          |          |
| Hess, Thomas                              |          | Godinez        |           |          |          |
| Hinman, Robert                            |          | Santa Ana      |           |          |          |
| Humphrey, Geraldine                       |          | Valley         |           |          |          |
| Jara, Ricardo                             |          | Godinez        |           |          |          |

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| <b>SUMMER SCHOOL TEACHERS (Continued)</b> |          |               |           |          |          |
| Johnston, Margery                         |          | Valley        |           |          |          |
| Keeling, Lynette                          |          | Godinez       |           |          |          |
| Killion, Darryl                           |          | Santa Ana     |           |          |          |
| Kirchberg, John                           |          | Valley        |           |          |          |
| Koeler, James                             |          | Godinez       |           |          |          |
| Kong, Dawn                                |          | Saddleback    |           |          |          |
| Konstan, Mona                             |          | Lorin Grisnet |           |          |          |
| Lara, Ricardo                             |          | Lorin Grisnet |           |          |          |
| Lawhon, Charles                           |          | Lorin Grisnet |           |          |          |
| Lillie, Brian                             |          | Segerstrom    |           |          |          |
| Llopis, Richard                           |          | Century       |           |          |          |
| Lopez, Veronica                           |          | Valley        |           |          |          |
| Mackenzie, Marcus                         |          | Lorin Grisnet |           |          |          |
| Magruder, Jill                            |          | Valley        |           |          |          |
| Malagon, Arnulfo                          |          | Lorin Grisnet |           |          |          |
| Manntai, Eric                             |          | Saddleback    |           |          |          |
| Martinez, Roman                           |          | Santa Ana     |           |          |          |
| Mc Carthy, Patrick                        |          | Saddleback    |           |          |          |
| Mc Cook, Robert                           |          | Santa Ana     |           |          |          |
| Mc Reynolds, Angela                       |          | Saddleback    |           |          |          |
| McCluskey, Kameron                        |          | Saddleback    |           |          |          |
| Miranda, Ivan                             |          | Segerstrom    |           |          |          |
| Mitsicourides, Alexander                  |          | Lorin Grisnet |           |          |          |
| Morales, Vanessa                          |          | Santa Ana     |           |          |          |
| Morgan, Robert                            |          | Godinez       |           |          |          |

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| <b>SUMMER SCHOOL TEACHERS (Continued)</b> |          |                |           |          |          |
| Muller, Helen                             |          | Saddleback     |           |          |          |
| Musngi, Noemi                             |          | Godinez        |           |          |          |
| Nguyen, Michael                           |          | Middle College |           |          |          |
| Nguyen, Thu                               |          | Segerstrom     |           |          |          |
| Norman, Kathleen                          |          | Lorin Grisnet  |           |          |          |
| Nunez, Jesus                              |          | Century        |           |          |          |
| Ochoa Ceja, Maritza                       |          | Valley         |           |          |          |
| Oishi, Todd                               |          | Godinez        |           |          |          |
| Orabona, Eda                              |          | Valley         |           |          |          |
| Parga, Regina                             |          | Godinez        |           |          |          |
| Peimbert, Barbara                         |          | Saddleback     |           |          |          |
| Pena Munoz, Nidia                         |          | Segerstrom     |           |          |          |
| Pena, Maricela                            |          | Lorin Grisnet  |           |          |          |
| Pilon, Paul                               |          | Lorin Grisnet  |           |          |          |
| Pinto, Franklin                           |          | Saddleback     |           |          |          |
| Pola, Kevin                               |          | Godinez        |           |          |          |
| Putros, Danial                            |          | Lorin Grisnet  |           |          |          |
| Quezada, Ana-Brenda                       |          | Saddleback     |           |          |          |
| Ramirez, Robert                           |          | Century        |           |          |          |
| Reekers, Annie                            |          | Segerstrom     |           |          |          |
| Rendon, Rocio                             |          | Segerstrom     |           |          |          |
| Reuter, David                             |          | Santa Ana      |           |          |          |
| Reynoso, Jesse                            |          | Lorin Grisnet  |           |          |          |
| Robison, James                            |          | Lorin Grisnet  |           |          |          |
| Rodriguez, Raul                           |          | Lorin Grisnet  |           |          |          |



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| <b>SUMMER SCHOOL TEACHERS (Continued)</b> |          |                |           |          |          |
| Rodriguez-Thomas, Rocio                   |          | Saddleback     |           |          |          |
| Romero, Analu                             |          | Santa Ana      |           |          |          |
| Salcedo, Margie                           |          | Segerstrom     |           |          |          |
| Scanlon, Brian                            |          | Valley         |           |          |          |
| Schroeder, Kelly                          |          | Santa Ana      |           |          |          |
| Sechrest, Eric                            |          | Santa Ana      |           |          |          |
| Shimasaki, Darren                         |          | Valley         |           |          |          |
| Silva, Jo Ann                             |          | Century        |           |          |          |
| Sirgy, Michelle                           |          | Century        |           |          |          |
| Smith, Thomas                             |          | Century        |           |          |          |
| Snyder, William                           |          | Godinez        |           |          |          |
| Sterner-Hargrave, Christy                 |          | Segerstrom     |           |          |          |
| Stevens, Kelly                            |          | Segerstrom     |           |          |          |
| Streckfus, Anne Marie                     |          | Godinez        |           |          |          |
| Swanstrom, Carl                           |          | Middle College |           |          |          |
| Tacconelli, Josina                        |          | Godinez        |           |          |          |
| Tagalao, Joseph                           |          | Segerstrom     |           |          |          |
| Teal, Deborah                             |          | Saddleback     |           |          |          |
| TeGantvoort, Charles                      |          | Santa Ana      |           |          |          |
| Tena, Daniel                              |          | Godinez        |           |          |          |
| Terwilliger, Erik                         |          | Lorin Grisot   |           |          |          |
| Tieu, Ngoc                                |          | Saddleback     |           |          |          |
| Torres, Brenda                            |          | Century        |           |          |          |
| Treen, Lisa                               |          | Godinez        |           |          |          |

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| <b>SUMMER SCHOOL TEACHERS (Continued)</b>         |          |                   |           |          |          |
| Trumbo, Richard                                   |          | Santa Ana         |           |          |          |
| Urrea, Gustavo                                    |          | Lorin Grisct      |           |          |          |
| Volmer, Susan                                     |          | Saddleback        |           |          |          |
| Vu, Lan   |          | Segerstrom        |           |          |          |
| West, Jeffrey                                     |          | Century           |           |          |          |
| Wong, David                                       |          | Segerstrom        |           |          |          |
| Wood, Michael                                     |          | Lorin Grisct      |           |          |          |
| Wren, Christopher                                 |          | Saddleback        |           |          |          |
| You, Hahnbuel                                     |          | Middle College    |           |          |          |
| Zinger, Maia                                      |          | Segerstrom        |           |          |          |
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS</b> |          |                   |           |          |          |
| Abadjian, Kristin                                 |          | Special Education |           |          |          |
| Adams, Jeffrey                                    |          | Adult Transition  |           |          |          |
| Agahi, Fariba                                     |          | Muir              |           |          |          |
| Ahluwalia, Amrita                                 |          | Taft              |           |          |          |
| Almanzar, Pete                                    |          | Spurgeon          |           |          |          |
| Barboza, Marlene                                  |          | Valley            |           |          |          |
| Batiste, Cheryl                                   |          | Saddleback        |           |          |          |
| Bell, Everett                                     |          | Century           |           |          |          |
| Benavides, Yajahira                               |          | Heninger          |           |          |          |
| Ben-Jacob, Ashley                                 |          | Taft              |           |          |          |
| Berger, Jill                                      |          | Segerstrom        |           |          |          |
| Birnie, Spencer                                   |          | Adult Transition  |           |          |          |

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| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |                   |           |          |          |
| Blake, Anne   |          | Roosevelt         |           |          |          |
| Blankenship, Linda  |          | Roosevelt         |           |          |          |
| Bonnema, Telly  |          | Muir              |           |          |          |
| Brito, Lucio  |          | Godinez           |           |          |          |
| Brooks, Gary  |          | Washington        |           |          |          |
| Caetta, James   |          | Century           |           |          |          |
| Carlson, Jonathan   |          | Spurgeon          |           |          |          |
| Carney, Jann  |          | Spurgeon          |           |          |          |
| Carter, Stacey  |          | Spurgeon          |           |          |          |
| Cerne, Elisabeth  |          | Lincoln           |           |          |          |
| Cervantes, Julissa  |          | Heninger          |           |          |          |
| Childress, Allen  |          | Muir              |           |          |          |
| Chino, Brenda   |          | Washington        |           |          |          |
| Cifuentes, Adolfo   |          | Heninger          |           |          |          |
| Cobb, Jessica   |          | Muir              |           |          |          |
| Conard, Laurence  |          | Santa Ana         |           |          |          |
| Cortez, Francisco   |          | Valley            |           |          |          |
| Cortez, Nasser  |          | Kennedy           |           |          |          |
| Creaghe, Lorena   |          | Spurgeon          |           |          |          |
| Cuellar, Alicia   |          | Special Education |           |          |          |
| Dallazen, Marcia-Deloi  |          | Saddleback        |           |          |          |
| Davis, Nancy  |          | Taft              |           |          |          |
| Delgado, Gabriel  |          | Valley            |           |          |          |
| Delgado, Oscar  |          | Chavez            |           |          |          |
| Detviler, Tammra  |          | Santa Ana         |           |          |          |

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| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |                   |           |          |          |
| Dodge, Scott  |          | Spurgeon          |           |          |          |
| Domingo, Crystal  |          | Roosevelt         |           |          |          |
| Don Vito, Karen   |          | Spurgeon          |           |          |          |
| Duran, Corrine  |          | Muir              |           |          |          |
| Dvorkin, Alexis   |          | Lincoln           |           |          |          |
| Edward, Marina  |          | Heninger          |           |          |          |
| Ehlow, Lisa   |          | Roosevelt         |           |          |          |
| Eidenmuller, Gail   |          | Washington        |           |          |          |
| Ekno, Desiree   |          | Kennedy           |           |          |          |
| Elizondo-Rodriguez,<br>Leslie                                 |          | Valley            |           |          |          |
| Esqueda, Edith  |          | Taft              |           |          |          |
| Fedele, Stephen   |          | Godinez           |           |          |          |
| Fiege-Kollmann, Ylva  |          | Special Education |           |          |          |
| Flores, Jennifer  |          | Segerstrom        |           |          |          |
| Gabalton, Robert  |          | Valley            |           |          |          |
| Garcia, Francisco   |          | Lincoln           |           |          |          |
| Gonzales, Christopher   |          | Saddleback        |           |          |          |
| Gonzalez, Beatriz   |          | Kennedy           |           |          |          |
| Gonzalez, Maria   |          | Lincoln           |           |          |          |
| Gonzalez, Marina  |          | Heninger          |           |          |          |
| Graham, Natalie   |          | Taft              |           |          |          |
| Gregory, Caitlyn  |          | Spurgeon          |           |          |          |
| Gregrow, Stacey   |          | Special Education |           |          |          |
| Guerra, Gustavo   |          | Mitchell          |           |          |          |

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| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |                   |           |          |          |
| Guzman, Evelyn  |          | Taft              |           |          |          |
| Hanna, Howida   |          | Mitchell          |           |          |          |
| Hazewinkel, Sharon  |          | Taft              |           |          |          |
| Hendy, Tiffany  |          | Muir              |           |          |          |
| Hernandez, Maricecy   |          | Muir              |           |          |          |
| Hernandez, Robert   |          | Valley            |           |          |          |
| Hogg, Allison   |          | Spurgeon          |           |          |          |
| Holley, Lori  |          | Taft              |           |          |          |
| Hoolihan, Kathleen  |          | Muir              |           |          |          |
| Howell, Andrea  |          | Mitchell          |           |          |          |
| Hughes, Shawna  |          | Special Education |           |          |          |
| Hunter, Mark  |          | Kennedy           |           |          |          |
| Hutchens, Leslie  |          | Spurgeon          |           |          |          |
| Ingebrigtsen, Kortni  |          | Kennedy           |           |          |          |
| Jacovides, Alexis   |          | Godinez           |           |          |          |
| Jamison, Shawn  |          | Spurgeon          |           |          |          |
| Jaramillo, Rosa   |          | Taft              |           |          |          |
| Johnson, Leslie   |          | Mitchell          |           |          |          |
| Katz, Mark  |          | Adult Transition  |           |          |          |
| Keller, Ruth  |          | Spurgeon          |           |          |          |
| Kennedy, Cathleen   |          | Adult Transition  |           |          |          |
| Kirkby, William   |          | Spurgeon          |           |          |          |
| Kohut-Clements, Carrie  |          | Taft              |           |          |          |
| Krylovetsky, Rosa   |          | Washington        |           |          |          |
| Lebsack, Brenda   |          | Special Education |           |          |          |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION | SITE       | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------|-----------|----------|----------|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |            |           |          |          |
| Lemus, Martha   |          | Washington |           |          |          |
| Leonard, Sean   |          | Godinez    |           |          |          |
| Levitin, Ganna  |          | Taft       |           |          |          |
| Lopez, Adolfo   |          | Kennedy    |           |          |          |
| Lopez, Luis   |          | Segerstrom |           |          |          |
| Maldonado, Angela   |          | Segerstrom |           |          |          |
| Marting, Danielle   |          | Santa Ana  |           |          |          |
| Mata-Azvedo, Theresa  |          | Taft       |           |          |          |
| Maynor, Amanda  |          | Washington |           |          |          |
| McClelland, Christina   |          | Taft       |           |          |          |
| McConnell, Amanda   |          | Century    |           |          |          |
| McMahon, Patrick  |          | Kennedy    |           |          |          |
| Meade, Donna  |          | Roosevelt  |           |          |          |
| Mendoza, Eskayla  |          | Mitchell   |           |          |          |
| Michelson, Rose   |          | Santa Ana  |           |          |          |
| Micka, Justin   |          | Saddleback |           |          |          |
| Momberg, Julie  |          | Saddleback |           |          |          |
| Montes, Karina  |          | Taft       |           |          |          |
| Montgomery, Guy   |          | Century    |           |          |          |
| Moore, Nguyet   |          | Santa Ana  |           |          |          |
| Napier, Rodney  |          | Muir       |           |          |          |
| Nelson, Kurt  |          | Roosevelt  |           |          |          |
| Nichols, Sarah  |          | Spurgeon   |           |          |          |
| Nixon, Walter   |          | Spurgeon   |           |          |          |
| Nolan, Mackenzie  |          | Mitchell   |           |          |          |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION | SITE             | EFF. DATE | END DATE | COMMENTS |
|---|----------|------------------|-----------|----------|----------|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |                  |           |          |          |
| O'Connell, James  |          | Saddleback       |           |          |          |
| Olivas, Erika   |          | Heninger         |           |          |          |
| Olsen, Shane  |          | Adult Transition |           |          |          |
| Olsen, Terri  |          | Spurgeon         |           |          |          |
| Ontiveros, Cassandra  |          | Kennedy          |           |          |          |
| Ortiz, Brenda   |          | Muir             |           |          |          |
| Orville, Jan  |          | Muir             |           |          |          |
| Oslanker, Rebecca   |          | Washington       |           |          |          |
| Padilla, Debbie   |          | Spurgeon         |           |          |          |
| Palacios, Rosa  |          | Heninger         |           |          |          |
| Parker-Goodin, Brittney                                       |          | Spurgeon         |           |          |          |
| Parra, Silvia   |          | Muir             |           |          |          |
| Pelosi, Carol   |          | Roosevelt        |           |          |          |
| Perkins, Melissa  |          | Taft             |           |          |          |
| Pionessa, Carolyn   |          | Taft             |           |          |          |
| Ponce, Magaly   |          | Muir             |           |          |          |
| Pondell, Katrina  |          | Adult Transition |           |          |          |
| Prado, Gabriel  |          | Lincoln          |           |          |          |
| Quintero, Eliseo  |          | Mitchell         |           |          |          |
| Ramirez, Scott  |          | Mitchell         |           |          |          |
| Reh, Myava  |          | Lincoln          |           |          |          |
| Reyes Herrera, Rosendo  |          | Heninger         |           |          |          |
| Reyes, Jessica  |          | Heninger         |           |          |          |
| Reyes, Robert   |          | Kennedy          |           |          |          |
| Roman, Maria  |          | Taft             |           |          |          |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION | SITE              | EFF. DATE | END DATE | COMMENTS |
|---|----------|-------------------|-----------|----------|----------|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b> |          |                   |           |          |          |
| Rosales, Nadia  |          | Spurgeon          |           |          |          |
| Rosenberg, Joel   |          | Santa Ana         |           |          |          |
| Rubio, Paul   |          | Heninger          |           |          |          |
| Salgado, Veronica   |          | Taft              |           |          |          |
| Sanchez Jimenez, Mayra  |          | Speech Department |           |          |          |
| Sanchez, Maria  |          | Heninger          |           |          |          |
| Sanchez, Rogelio  |          | Godinez           |           |          |          |
| Sandoval, Paula   |          | Segerstrom        |           |          |          |
| Schellinger, Maurya   |          | Muir              |           |          |          |
| Schlenker, Nicholas   |          | Century           |           |          |          |
| Scott, Robin  |          | Roosevelt         |           |          |          |
| Sellers, Angie  |          | Century           |           |          |          |
| Shimasaki, Darren   |          | Roosevelt         |           |          |          |
| Skelton, Jennifer   |          | Century           |           |          |          |
| Sleiman, Angela   |          | Kennedy           |           |          |          |
| Smith, Blake  |          | Valley            |           |          |          |
| Stadler, Carolyn  |          | Santa Ana         |           |          |          |
| Stella, Cherill   |          | Mitchell          |           |          |          |
| Stout, John   |          | Special Education |           |          |          |
| Sturdivant, Lynne   |          | Muir              |           |          |          |
| Swanson, Eric   |          | Spurgeon          |           |          |          |
| Tadros, Karen   |          | Muir              |           |          |          |
| Tarnow, Paula   |          | Godinez           |           |          |          |
| Taylor, Jennifer  |          | Taft              |           |          |          |
| Taylor, Marie   |          | Muir              |           |          |          |



Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME   | POSITION                        | SITE              | EFF. DATE | END DATE | COMMENTS |
|--|---------------------------------|-------------------|-----------|----------|----------|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)</b>            |                                 |                   |           |          |          |
| Thurman, Patricia  |                                 | Mitchell          |           |          |          |
| Torres, Josue  |                                 | Lincoln           |           |          |          |
| Tran, Lisa   |                                 | Mitchell          |           |          |          |
| Tucker, Adriana  |                                 | Lorin Grisct      |           |          |          |
| Uranga, Yvonne   |                                 | Mitchell          |           |          |          |
| Vance, David   |                                 | Adult Transition  |           |          |          |
| Vazquez, Hugo  |                                 | Washington        |           |          |          |
| Vera, Emma   |                                 | Mitchell          |           |          |          |
| Vijayvargiya, Shalini  |                                 | Muir              |           |          |          |
| Warner, Denise   |                                 | Kennedy           |           |          |          |
| Wedekind, Patricia   |                                 | Spurgeon          |           |          |          |
| Weiss, Debra   |                                 | Saddleback        |           |          |          |
| Wiebe, Christine   |                                 | Washington        |           |          |          |
| Wilson, Julie  |                                 | Adult Transition  |           |          |          |
| Yanes, Priscilla   |                                 | Mitchell          |           |          |          |
| Yu-Oliva, Sueying  |                                 | Spurgeon          |           |          |          |
| Zanca, Rita  |                                 | Taft              |           |          |          |
| Zarate, Rosa   |                                 | Adult Transition  |           |          |          |
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST</b> |                                 |                   |           |          |          |
| Aycock, Christy  | Speech and Language Pathologist | Speech Department |           |          |          |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME   | POSITION                        | SITE              | EFF. DATE | END DATE | COMMENTS |
|--|---------------------------------|-------------------|-----------|----------|----------|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST (Continued)</b> |                                 |                   |           |          |          |
| Cool, Susan  | Speech and Language Pathologist | Speech Department |           |          |          |
| Curtis, Christina  | Speech and Language Pathologist | Speech Department |           |          |          |
| Gonzales, Brenda   | Speech and Language Pathologist | Speech Department |           |          |          |
| Hernandez, Stephanie   | Speech and Language Pathologist | Speech Department |           |          |          |
| Krupinski, Debra   | Speech and Language Pathologist | Speech Department |           |          |          |
| Larsson, Mary  | Speech and Language Pathologist | Speech Department |           |          |          |
| Lubetkin, Martie   | Speech and Language Pathologist | Speech Department |           |          |          |
| Rau, Dale  | Speech and Language Pathologist | Speech Department |           |          |          |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME   | POSITION                        | SITE                   | EFF. DATE    | END DATE      | COMMENTS   |
|--|---------------------------------|------------------------|--------------|---------------|--|
| <b>SUMMER EXTENDED SCHOOL YEAR (ESY) SPEECH AND LANGUAGE PATHOLOGIST (Continued)</b> |                                 |                        |              |               |  |
| Sanderson, Shawn   | Speech and Language Pathologist | Speech Department      |              |               |  |
| Tamayo-Nikolenko, Judith   | Speech and Language Pathologist | Speech Department      |              |               |  |
| <b>HOME TEACHER 2014-15</b>  |                                 |                        |              |               |  |
| Zanca, Rita  | Home Teacher                    | Pupil Support Services | May 1, 2015  | June 18, 2015 | If and as needed basis   |
| <b>DEPARTMENT CHAIRS 2014-15</b>   |                                 |                        |              |               |  |
| Groff, Susan   |                                 | Middle College         | 2014-15      |               | Science  |
| Van Dusen, Kathy   |                                 | Middle College         | 2014-15      |               | Social Studies   |
| <b>ADMINISTRATIVE TRANSFER</b>   |                                 |                        |              |               |  |
| Lee, Michael   | Assistant Principal             | Godinez                | July 1, 2015 |               | From Assistant Principal at Valley High School to Assistant Principal at Godinez High School |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME   | POSITION     | SITE                   | EFF. DATE     | END DATE        | COMMENTS               |
|--|--------------|------------------------|---------------|-----------------|------------------------|
| <b>APPROVAL TO REQUEST WAIVER FOR SPEECH LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION 2015-2016</b> |              |                        |               |                 |                        |
| Saenz, Jennifer  |              |                        |               |                 |                        |
| <b>ESY SUMMER HOME TEACHERS</b>  |              |                        |               |                 |                        |
| Borgese, Joseph  | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Childress, Allen   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Delgado, Alejandro   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Florian, Raquel  | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Heneghan, Daniel   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Herrera, Keith   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Levitin, Ganna   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Lopez, Luis  | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Mctigue, Marilena  | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Meade, Donna   | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION     | SITE                   | EFF. DATE     | END DATE        | COMMENTS               |
|---|--------------|------------------------|---------------|-----------------|------------------------|
| <b>ESY SUMMER HOME TEACHERS (Continued)</b> |              |                        |               |                 |                        |
| Mendoza, Eskayla                            | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Morris, Elisa                               | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Nelson, Kurt                                | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Osorio, Patricia                            | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Reyes, Robert                               | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Reynoso, Jesse                              | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Rivett, Victoria                            | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Sachdeva, Sneha                             | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Sanchez Jimenez, Mayra                      | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Sanchez, Rudy                               | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Sandoval, Maria                             | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Sandoval, Paula                             | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |

Personnel Calendar  
Board Meeting - June 9, 2015

CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION     | SITE                   | EFF. DATE     | END DATE        | COMMENTS               |
|---|--------------|------------------------|---------------|-----------------|------------------------|
| <b>ESY SUMMER HOME TEACHERS (Continued)</b> |              |                        |               |                 |                        |
| Seager, Susan                               | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Smith, Blake                                | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Thomas, Maryanne                            | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Towner, Michele                             | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Wiebe, Christine                            | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| Zamudio, Alma                               | Home Teacher | Pupil Support Services | June 22, 2015 | August 25, 2015 | If and as needed basis |
| <b>SUMMER SCHOOL PRINCIPALS</b>             |              |                        |               |                 |                        |
| Callaway, Katrina                           |              | Segerstrom             |               |                 |                        |
| Castellanos, Katy                           |              | Community Day          |               |                 |                        |
| Cornforth, Patrick                          |              | Lorin Grisct           |               |                 |                        |
| Correa, Gerardo                             |              | Saddleback             |               |                 |                        |
| Cruz, Matthew                               |              | Chavez                 |               |                 |                        |
| Hummel, Thomas                              |              | Santa Ana              |               |                 |                        |
| Lee, Michael                                |              | Godinez                |               |                 |                        |
| Lighthall, Loren                            |              | Santa Ana              |               |                 |                        |
| Mherian, Gamila                             |              | Saddleback             |               |                 |                        |
| Michael, David                              |              | Century                |               |                 |                        |

Personnel Calendar  
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CERTIFICATED PERSONNEL CALENDAR

| NAME  | POSITION | SITE       | EFF. DATE | END DATE | COMMENTS           |
|---|----------|------------|-----------|----------|--------------------|
| <b>SUMMER SCHOOL PRINCIPALS (Continued)</b> |          |            |           |          |                    |
| Mooneyham, Kathy                            |          | Godinez    |           |          |                    |
| Moreno, Gabriel                             |          | Valley     |           |          |                    |
| Peronto, Cynthia                            |          | Century    |           |          |                    |
| Sequeira, Anissa                            |          | Valley     |           |          |                    |
| Tonai, Kevin                                |          | Godinez    |           |          |                    |
| Torres Jr., Alfredo                         |          | Valley     |           |          |                    |
| Williams, David                             |          | Segerstrom |           |          |                    |
| <b>SUMMER SCHOOL COUNSELORS</b>             |          |            |           |          |                    |
| Carrillo, Marylou                           |          | Santa Ana  |           |          | Summer School Rate |
| Castillo, Leslie                            |          | Segerstrom |           |          | Summer School Rate |
| Daniele, Rita                               |          | Santa Ana  |           |          | Summer School Rate |
| Gonzalez, Frankie                           |          | Segerstrom |           |          | Summer School Rate |
| Griset-Villanueva, Gabrielle                |          | Segerstrom |           |          | Summer School Rate |
| Gurski, Berenice                            |          | Santa Ana  |           |          | Summer School Rate |
| Hernandez, Tomas                            |          | Century    |           |          | Summer School Rate |





**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>  |
|--|--|---|----------------------|-------------------|
| Annual California English Language Development Test (CELDT) Training And Testing - Short Term Assignment | English Learner Programs and Student Achievement | LCAP/General Fund                             | \$300,000            | September 1, 2015 |
| AVID Summer Bridge Instructor - Certificated   | Willard  | Unrestricted                                  | \$18,000             | July 1, 2015      |
| AVID Summer Bridge Program Planning - Certificated   | Willard  | Unrestricted                                  | \$10,000             | July 1, 2015      |
| Before/After School Tutoring - Certificated  | Willard  | General                                       | \$5,000              | September 1, 2015 |
| Benchmark Extended Response Training and Scoring - Elementary  | Educational Services K-12                        | Bechtel Grant                                 | \$190,000            | July 1, 2015      |
| Bus Supervisors  | Special Education                                | Special Education                             | \$1,000              | July 1, 2015      |
| Bus Supervisors (ESY)  | Special Education                                | Special Education                             | \$1,000              | July 1, 2015      |
| CAHSEE Test Administration (Ratification)  | Community Day Intermediate & High School         | Unrestricted CAHSEE Intensive - Community Day |                      |                   |
| Curriculum Research  | Support Services                                 | Special Education                             | \$2,000              | February 2, 2015  |
| Elementary Curriculum Committee - Professional Development & Planning                                    | Educational Services K-12                        | Title I Set Aside Funds/Core Waiver Funds     | \$2,300              | July 1, 2015      |
| Elementary Division Kindergarten Assessment Administration   | Educational Services                             |   | \$30,000             | July 1, 2015      |
| Elementary Professional Development  | Educational Services K-12                        | Title I - P.D.                                | \$49,510             | July 1, 2015      |
| Engage 360 Summer Extended Learning Programs   | Extended Learning Programs- Educational Services | Title II                                      | \$40,000             | July 1, 2015      |
|  |  | ASES  | \$17,000             | July 1, 2015      |

**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> |
|--|--|--------------------|----------------------|------------------|
| Engage 360 Summer Extended Learning Programs       | Extended Learning Programs- Educational Services | ASES               | \$4,000              | June 23, 2015    |
| Engage 360 Summer Extended Learning Programs       | Extended Learning Programs- Educational Services | Title I - CORE     | \$12,000             | June 23, 2015    |
| Engage 360 Summer Extended Learning Programs       | Extended Learning Programs- Educational Services | Title I - CORE     | \$48,500             | July 1, 2015     |
| Extended Learning Opportunities - Certificated     | Willard  | CORE               | \$13,000             | July 1, 2015     |
| IEP Writing  | Support Services                                 | Special Education  | \$5,000              | July 1, 2015     |
| King Summer Literacy Academy                       | King   | Discretionary Fund | \$28,000             | June 23, 2015    |
| Math Professional Development K-8                  | Educational Services K-12                        | Bechtel Grant      | \$80,000             | July 1, 2015     |
| Mathematics Institute - Instructor                 | Educational Services K-12                        | Bechtel Grant      | \$5,000              | July 1, 2015     |
| Mathematics Institute - Participant                | Educational Services K-12                        | Bechtel Grant      | \$270,000            | July 1, 2015     |
| Mathematics Institute - Planning                   | Educational Services K-12                        | Bechtel Grant      | \$2,400              | July 1, 2015     |
| New Teachers Orientation                           | Support Services                                 | Special Education  | \$15,000             | July 1, 2015     |
| Professional Development Instructor - Certificated | Willard  | CORE               | \$4,000              | July 1, 2015     |
| Professional Development Instructor - Counselor    | Willard  | CORE - Title I     | \$1,000              | July 1, 2015     |

**Board Meeting  
June 9, 2015**



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 9 , 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>RETIREMENTS</b>   |                                  |             |                  |                 |               |                              |
| Barela, Waldo        | Plant Custodian H.S.             | Saddleback  | June 30, 2015    |                 |               | 36 years, 9 months           |
| Hernandez, Alejandro | Custodian                        | Willard     | June 30, 2015    |                 |               | 22 years, 8 months           |
| Ordaz, Maria         | Activity Supervisor              | Madison     | June 18, 2015    |                 |               | 21 years, 5 months           |
| <b>RESIGNATIONS</b>  |                                  |             |                  |                 |               |                              |
| Barquin, Bianca      | SSP Sp. Ed.<br>Autism            | Adams       | May 21, 2015     |                 |               | To Teach for SAUSD           |
| Macias, Lizet        | Paraprofessional                 | Martin      | June 18, 2015    |                 |               | Personal - 9 months          |
| Rincon, Maria        | Activity Supervisor              | Carr        | May 29, 2015     |                 |               | Personal - 9 years, 7 months |
| Zamani, Mena         | SSP Sp. Ed.                      | MacArthur   | May 28, 2015     |                 |               | Personal - 5 months          |
| <b>TERMINATION</b>   |                                  |             |                  |                 |               |                              |
| ID# 29353            | Site Coordinator -<br>Engage 360 | Taft        | May 18, 2015     |                 |               | Did not pass probation       |

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**Personnel Calendar**

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| <b>NAME</b>  | <b>POSITION</b>                          | <b>SITE</b>      | <b>EFF. DATE</b> | <b>END DATE</b> | <b>SALARY</b> | <b>COMMENTS</b>                  |
|--|--|------------------|------------------|-----------------|---------------|----------------------------------|
| <b>RECLASSIFICATIONS (Change in Job Titles Only)</b> |  |                  |                  |                 |               |                                  |
| Arriola, Patty                                       | Media Operations Specialist              | Instructional TV | April 29, 2015   |                 | 34/6          | From ITV Operations Specialist   |
| Blacker, Robert                                      | Application Support Operations Analyst   | ITC              | April 29, 2013   |                 | 38/6          | From Computer Operations Analyst |
| Daenzer, Dale  | Business Analyst I                       | ITC              | May 13, 2015     |                 | 48/1          | From User Svcs. Analyst I        |
| Gamino, Luis   | Media Systems Technician                 | Instructional TV | April 29, 2013   |                 | 38/6          | From Television Systems Tech.    |
| Perea, Joseph  | Web Infrastructure Systems Administrator | ITC              | April 29, 2015   |                 | 48/6          | From Web Developer               |
| Pham, Sau  | Media Systems Engineer                   | Instructional TV | April 29, 2015   |                 | 50/6          | From ITV Systems Engineer        |
| Tait, Victoria                                       | Business Analyst I                       | ITC              | May 21, 2015     |                 | 48/3          | From User Analyst I              |
| <b>ABSENCES ( 3 to 20 duty days) - Without Pay</b>   |  |                  |                  |                 |               |                                  |
| Alcala Orozco, Jorge                                 | Instr. Asst. Sev. Dis.                   | Godinez          | May 29, 2015     | June 18, 2015   |               | Personal                         |
| Mazzone, Pilar                                       | Instr. Asst. Sev. Dis.                   | Saddleback       | May 18, 2015     | May 22, 2015    |               | Personal                         |

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 9, 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>ABSENCES ( 3 to 20 duty days) - Without Pay (Continuation)</b> |                                       |                       |                  |                 |               |                 |
| Solis-Gonzalez, Claudia   | SSP Sp. Ed.<br>Autism                 | Saddleback            | June 1, 2015     | June 18, 2015   |               | Personal        |
| Zumiga Magno, Oscar   | Paraprofessional                      | Saddleback            | May 26, 2015     | June 18, 2015   |               | Personal        |
| <b>PROBATIONARY APPOINTMENTS</b>                                  |                                       |                       |                  |                 |               |                 |
| Castaneda, Irene  | After School IP                       | After School Programs | June 4, 2015     |                 | 16/3          |                 |
| Cuevas, Alicia  | Fiscal Asst. II                       | Head Start            | June 10, 2015    |                 | 35/1          |                 |
| Doan, Lynn  | Fd. Svc. Wkr.                         | Nutrition Svcs.       | June 10, 2015    |                 | 11/1          |                 |
| Hernandez, Gricelda   | Fd. Svc. Wkr.                         | Madison               | June 10, 2015    |                 | 11/1          |                 |
| Keo, Wellindara   | Dept. Spec.                           | PSS                   | June 10, 2015    |                 | 28/1          |                 |
| Ortega Villareal, Petra   | Child Dev. Teacher                    | ECE                   | June 10, 2015    |                 | LT/C          |                 |
| Ramirez, Jose   | Fd. Svc. Wkr.                         | Valley                | May 27, 2015     |                 | 11/1          |                 |
| Ullivi, Elisa   | Interpreter/Translator<br>Special Ed. | Special Ed.           | June 10, 2015    |                 | 32/1          |                 |
| Vallejo, Rita   | After School IP                       | After School Programs | June 2, 2015     |                 | 16/6          |                 |
| Vega, Zami  | After School IP                       | After School Programs | June 2, 2015     |                 | 16/1          |                 |
| Visoso, Nayeli  | Fd. Svc. Wkr.                         | Wilson                | June 10, 2015    |                 | 11/1          |                 |

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 9 , 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>PROMOTIONAL APPOINTMENTS</b>            |                         |                 |                  |                 |               |                                 |
| Alvarado, Angelica                         | Sr. Fd. Svc. Wkr.       | Sierra          | June 10, 2015    |                 | 13/6          |                                 |
| Camberos, Gabriel                          | Rv. Ld. Custodian       | Bldg. Svcs.     | June 10, 2015    |                 | 28/6          |                                 |
| Capilouto, Alexis                          | Instr. Asst. Computer   | Adams           | June 1, 2015     |                 | 26/1          |                                 |
| Cortez, Steven                             | Fd. Svc. Spvr. Elem.    | Nutrition Svcs. | June 10, 2015    |                 | 15/1          |                                 |
| Rosales, Erica                             | Fd. Svc. Spvr. Elem.    | Nutrition Svcs. | June 10, 2015    |                 | 15/5          |                                 |
| Silbas, Jaime                              | Rv. Ld. Custodian       | Bldg. Svcs.     | June 10, 2015    |                 | 28/5          |                                 |
| <b>REAPPOINTMENT (Return from Leave)</b>   |                         |                 |                  |                 |               |                                 |
| Garcia, Martha                             | Autism Paraprofessional | Mitchell        | May 19, 2015     |                 | 24/5          |                                 |
| <b>REASSIGNMENTS (Change of Work Site)</b> |                         |                 |                  |                 |               |                                 |
| Colin Cardenas,<br>Jessica                 | Fd. Svc. Spvr. Elem.    | Lincoln         | June 8, 2015     |                 | 15/5          | From Lincoln to Nutrition Svcs. |
| Ruiz Castelllos, Oscar                     | Fd. Svc. Spvr. Elem.    | Thorpe          | June 8, 2015     |                 | 15/2          | From Nutrition Svcs. to Thorpe  |

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 9 , 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>ADJUSTMENT OF WORKING HOURS</b>                       |                       |                 |                  |                 |                   |                             |
| Mendez, Blanca   | Fd. Svc. Wkr.         | Mendez          | May 13, 2015     |                 | 11/6              | From 5.5 hours to 6.5 hours |
| <b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b> |                       |                 |                  |                 |                   |                             |
| Carranza, Eric   | Plant Custodian Elem. | Bldg Svcs.      | April 20, 2015   | May 19, 2015    | 28/1              |                             |
| Jimenez, Ramon   | Mgr. I Bldg. Svcs.    | Bldg Svcs.      | May 22, 2015     | June 3, 2015    | 30/6 + \$10 a day |                             |
| Nuñez, Nadine  | Sr. Fd. Svc. Wkr.     | Nutrition Svcs. | May 14, 2015     | June 3, 2015    | 13/6              |                             |
| Olivares Cervantes, Armando                              | Sch. Off. Mgr. Elem.  | Adams           | June 13, 2015    | June 30, 2015   | 28/3              |                             |
| Osornio Vazquez, Raymundo                                | Plant Custodian Elem. | Bldg Svcs.      | May 18, 2015     | May 22, 2015    | 28/1              |                             |
| Perales, Guadalupe                                       | Sr. Groundskeeper     | Bldg Svcs.      | May 7, 2015      | May 22, 2015    | 30/5              |                             |
| Quintero Rodelo, Roberto                                 | Maintenance Wkr. I    | Bldg Svcs.      | June 1, 2015     | June 30, 2015   | 26/6              |                             |
| <b>ACTIVITY SUPERVISORS</b>                              |                       |                 |                  |                 |                   |                             |
| Alvarado, Josefa   | Activity Supervisor   | Carr            | June 2, 2015     |                 | 10/1              |                             |
| Contreras, Maria   | Activity Supervisor   | Wilson          | May 19, 2015     |                 | 10/1              |                             |
| Lopez, Vanessa   | Activity Supervisor   | Segerstrom      | June 2, 2015     |                 | 10/1              |                             |
| Luna, Victoria   | Activity Supervisor   | King            | May 20, 2015     |                 | 10/1              |                             |
| Philleo, Javen   | Activity Supervisor   | Greenville      | May 27, 2015     |                 | 10/1              |                             |



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 9 , 2015**

| NAME                                       | POSITION             | SITE       | EFF. DATE     | END DATE      | SALARY   | COMMENTS |
|--|----------------------|------------|---------------|---------------|----------|----------|
| <b>ACTIVITY SUPERVISORS (Continuation)</b> |                      |            |               |               |          |          |
| Ramirez, Corina                            | Activity Supervisor  | Lowell     | May 19, 2015  |               | 10/1     |          |
| Sedano, Maria                              | Activity Supervisor  | Lincoln    | June 2, 2015  |               | 10/1     |          |
| <b>SUBSTITUTES</b>                         |                      |            |               |               |          |          |
| Hurtado, Mary                              | Clerical             |            | May 27, 2015  |               | 20/1     |          |
| Martinez, Esther                           | Clerical             |            | May 15, 2015  |               | 20/1     |          |
| Urquidez, Karen                            | Fd. Svc. Wkr.        |            | May 4, 2015   |               | 11/1     |          |
| Trahan, Mark                               | Maintenance Worker   |            | May 26, 2015  |               | 23/1     |          |
| Valencia, Valeria                          | Clerical             |            | May 15, 2015  |               | 20/1     |          |
| <b>EXTRA SERVICE ASSIGNMENTS</b>           |                      |            |               |               |          |          |
| Alvarado, Frank                            | Cross Country (Coed) | Segerstrom | June 1, 2015  |               | \$500.00 |          |
| Nava, Imelda                               | Soccer (Girls)       | Segerstrom | June 1, 2015  |               | \$500.00 |          |
| Ramirez, Erasmo                            | Baseball             | Segerstrom | June 1, 2015  |               | \$500.00 |          |
| <b>SUMMER SCHOOL ASSIGNMENTS</b>           |                      |            |               |               |          |          |
| Ambriz, Fabiola                            | Sch. Off. Mgr. Elem. | Lincoln    | July 1, 2015  | July 28, 2015 | \$28.18  |          |
| Arreola, Gloria                            | Sch. Off. Mgr. Elem. | Roosevelt  | July 1, 2015  | July 28, 2015 | \$29.55  |          |
| Barriga, Matty                             | Sch. Off. Mgr. H.S.  | Valley     | June 23, 2015 | July 29, 2015 | \$23.82  |          |
| Beltran, Aurelia                           | Sch. Off. Mgr. Elem. | Washington | July 1, 2015  | July 28, 2015 | \$30.28  |          |
| Cabrera, Rebecca                           | Sch. Off. Mgr. Elem. | Muir       | July 1, 2015  | July 28, 2015 | \$28.96  |          |



**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>  |
|--|---|----------------------------|----------------------|-------------------|
| Additional Two Hours   | Support Services                          | Special Education          | \$5,304              | July 1, 2015      |
| Annual California English Language Development Test (CELDT) Training and Testing - Short Term Assignment | EL Programs and Student Achievement       | LCAP/General Fund          | \$20,000             | September 1, 2015 |
| AVID Tutors  | Willard                                   | Willard                    | \$15,000             | September 1, 2015 |
| Babysitters CAC/Parent Meetings  | Special Education                         | Special Education          | \$5,000              | July 1, 2015      |
| Best Practices for Behavior Trainings  | Support Services                          | Special Education          | \$885                | July 1, 2015      |
| Bus Aides  | Special Education                         | Special Education          | \$70,000             | July 1, 2015      |
| Bus Aides (ESY)  | Special Education                         | Special Education          | \$30,000             | July 1, 2015      |
| CAC Interpreters   | Special Education                         | Special Education          | \$2,500              | July 1, 2015      |
| Child Care/Parent Tech Academy   | Learning Innovation with Technology       | Two-Way Digital            | \$530                | July 1, 2015      |
| Classified Extra Duty - Computer Technician  | Willard                                   | CORE                       | \$5,000              | July 1, 2015      |
| Classified Extra Duty - Library Media Technician   | Willard                                   | CORE                       | \$3,000              | July 1, 2015      |
| Discrete Trail Training  | Support Services                          | Special Education          | \$1,700              | July 1, 2015      |
| ED Trainings   | Support Services                          | Special Education          | \$7,000              | July 1, 2015      |
| Engage 360 Summer Extended Learning Programs   | Extended Learning Programs - Ed. Services | ASES                       | \$103,500            | July 1, 2015      |
| Engage 360 Summer Extended Learning Programs   | Extended Learning Programs - Ed. Services | ASES                       | \$25,000             | June 23, 2015     |
| Engage 360 Summer Extended Learning Programs   | Extended Learning Programs - Ed. Services | Title I Set Aside          | \$91,000             | June 23, 2015     |
| Engage 360 Summer Extended Learning Programs   | Extended Learning Programs - Ed. Services | Title I CORE/<br>Set Aside | \$364,000            | July 1, 2015      |
| Extra Duty   | Mitchell                                  | Special Education          | \$600                | July 1, 2015      |
| Extra Duty   | Nutrition Services - Various School Sites | Cafeteria Fund 13          | \$225,000            | July 1, 2015      |

**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>  |
|---|---|--|----------------------|-------------------|
| Extra Duty  | Nutrition Services - Various School Sites | Cafeteria Fund 13  | \$100,000            | July 1, 2015      |
| Extra Duty Child Care - Migrant Ed.                               | English Learner Programs                  | Migrant Ed. Program  | \$10,000             | July 1, 2015      |
| Extra Duty Custodians (Ratification)                              | Various School Sites                      | Head Start   | \$5,000              | April 15, 2015    |
| IBI Tutoring  | Support Services                          | Special Education  | \$10,000             | July 1, 2015      |
| IBI Tutoring (ESY)  | Support Services                          | Special Education  | \$1,200              | July 1, 2015      |
| IIEP Interpreters Training  | Support Services                          | Special Education  | \$10,608             | July 1, 2015      |
| IIEP Interpreters - Various Sites                                 | Support Services                          | Special Education  | \$15,000             | September 1, 2015 |
| Library Services and Supervision                                  | Martin                                    | Unrestricted Discretionary Accounts                                | \$900                | July 1, 2015      |
| Overtime  | Support Services                          | Special Education  | \$7,956              | July 1, 2015      |
| RTC Kinder & Fall CELDT Testing                                   | Registration & Testing Center             | LCAP   | \$28,000             | July 1, 2015      |
| SUCCESS Training  | Support Services                          | Special Education  | \$10,940             | July 1, 2015      |
| Seamless Summer Feeding Program                                   | Nutrition Services - Various School Sites | Cafeteria Fund 13  | \$75,000             | June 20, 2015     |
| Seamless Summer Feeding Program                                   | Nutrition Services - Various School Sites | Cafeteria Fund 13  | \$75,000             | June 22, 2015     |
| Seamless Summer Feeding Program                                   | Nutrition Services - Various School Sites | Cafeteria Fund 13  | \$250,000            | July 1, 2015      |
| Staff Development   | Learning Innovation with Technology       | Two-Way Digital Before & After School Learning & Safe Neighborhood | \$12,000             | July 1, 2015      |
| Urban Youth Football League - Classified Personnel (Ratification) | Willard                                   |  | \$4,000              | March 14, 2015    |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Public Disclosure of Tentative Agreement with California School Employees Association, Chapter 41**

**ITEM:**                   **Public Hearing**

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

**PREPARED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the California School Employees Association, Chapter 41. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

**RATIONALE:**

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with California School Employees Association, Chapter 41 can be met during the term of agreement.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

For information only.



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: **Santa Ana Unified School District**  
 Name of Bargaining Unit: **California School Employees' Association (CSEA)**  
 Certificated, Classified, Other: **Classified**

The proposed agreement covers the period beginning: **July 1, 2015** and ending: **June 30, 2016**  
 (date) (date)

The Governing Board will act upon this agreement on: **June 23, 2015**  
 (date)

**A. Proposed Change in Compensation**

| Compensation   | Annual Cost Prior to Proposed Agreement<br>FY 2015-16 | Fiscal Impact of Proposed Agreement         |   |   |
|--|---|---|---|---|
|  |   | Year 1<br>Increase/(Decrease)<br>FY 2015-16 | Year 2<br>Increase/(Decrease)<br>FY 2016-17 | Year 3<br>Increase/(Decrease)<br>FY 2017-18 |
| 1 <b>Salary Schedule</b><br>Increase (Decrease) 5.5% salary raise  | \$ 77,289,673.00                                      | \$ 4,250,932                                | \$ -  | \$ -  |
|  |   | 5.50%                                       | 0.00%                                       | 0.00%                                       |
| 2 <b>Step and Column</b><br>Increase (Decrease) Due to movement plus any changes due to settlement                       | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 3 <b>Other Compensation -</b><br>Increase (Decrease) 1.5 Professional Development days for positions less than 12 months | \$ -  | \$ 332,813                                  | \$ -  | \$ -  |
| <b>Description of other compensation</b>   |   |   |   |   |
| 4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>  | \$ 19,600,661   | \$ 1,162,302                                | \$ -  | \$ -  |
|  |   | 5.93%                                       | 0.00%                                       | 0.00%                                       |
| 5 <b>Health/Welfare Plans</b>  | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 6 <b>Total Compensation -</b><br>Increase (Decrease) (Total Lines 1-5)   | \$ 96,890,334   | \$ 5,746,047.0                              | \$ -  | \$ -  |
| 7 <b>Total Number of Represented Employees</b><br>(Use FTEs if appropriate)  | 1,658.26  | 0   | 0   | 0   |
| 8 <b>Total Compensation Average Cost per Employee</b>  | \$ 58,429   | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       |   |   |



9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

**5.93% salary increase effective July 1, 2015. It includes 5.5% salary increase on each cell of the classified bargaining unit salary schedule and 1.5 professional development days for positions less than 12 months to be paid at their hourly rate.**

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes  No

If yes, please describe the cap amount.

**CAP would be considered a floating CAP for employees hired after October 14, 2008. For 2015-16 the District will only contribute the following toward medical plans**

| Tier     | District Contribution |          |
|----------|-----------------------|----------|
| Employee | \$                    | 530.31   |
| 2 party  | \$                    | 1,060.61 |
| Family   | \$                    | 1,500.76 |

**Medical: Comparison of Benefit Costs**

**ACTIVE CLASSIFIED EMPLOYEES**

Hired before 10-14-08

|          | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----------|------------------------|--------------------|------------------------------------|------------------------------------|
| 2014-15  | 1,311                  | \$16,525,023.50    | \$15,846,464.50                    | \$678,559.00                       |
| 2015-16  |                        | \$17,459,068.00    | \$16,755,777.58                    | \$703,290.42                       |
| Increase |                        | \$934,044.50       | \$909,313.08                       | \$24,731.42                        |

**ACTIVE CLASSIFIED EMPLOYEES**

Hired after 10-14-08

|          | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----------|------------------------|--------------------|------------------------------------|------------------------------------|
| 2014-15  | 72                     | \$711,327.90       | \$589,254.70                       | \$122,073.20                       |
| 2015-16  |                        | \$735,544.00       | \$596,329.41                       | \$139,214.59                       |
| Increase |                        | \$24,216.10        | \$7,074.71                         | \$17,141.39                        |

**CLASSIFIED RETIREES**

|          | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----------|------------------------|--------------------|------------------------------------|------------------------------------|
| 2014-15  | 220                    | \$2,230,860.24     | \$2,082,826.08                     | \$148,034.16                       |
| 2015-16  |                        | \$2,353,210.56     | \$2,182,817.45                     | \$170,393.11                       |
| Increase |                        | \$122,350.32       | \$99,991.37                        | \$22,358.95                        |

**\$1,016,379.16**

At initial renewal, February, 2015, the District's anticipated cost for Classified was \$1,439,964. After plan design review, the District introduced a Narrow Network Plan Option within the Blue Shield HMO. By providing this option, Blue Shield revised their negotiated HMO rates and the renewal decreased by \$794,000. Approximately \$500,000 is for the Classified Unit- Retirees and Active employees. The final cost will not be known until Open Enrollment (SAUSD's pain year is from July 1-June 30) is completed. Post Open Enrollment (which closes May 29, 2015), the District will know the movement between plans and can provide an updated cost.

**B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

The tentative agreement between SAUSD and CSEA dated May 27, 2015 includes non-compensation items, such as 1) the threshold for qualification for medical benefits shall increase from the current 4 hours to 6 hours per work day for unit members to become benefit eligible, while existing 4 hour grandfathered employees receiving benefits shall not be affected by this change and 2) all 12 months unit members shall have added to their work year a fixed holiday to be designated as July 5. If any holiday falls on a weekend, the fixed holiday shall be observed on the next regular work day.

**C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

N/A

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

**Yes. The beginning balance will be utilized to cover the deficit spending in 2014-15 as well as 2016-17.**

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

1. Current Year

**General Fund and other Funds**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

**It will be funded with ongoing revenue plus new revenue for that year as well as the beginning balance**

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                       | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                          | \$ 17,886,088   | \$ -                                     | \$ -            | \$ 17,886,088                           |
| <b>TOTAL REVENUES</b>                                   | \$ 433,786,080  | \$ -                                     | \$ -            | \$ 433,786,080                          |
| <b>EXPENDITURES</b>                                     |   |  |                 |   |
| Certificated Salaries (1000-1999)                       | \$ 194,365,244  | \$ -                                     | \$ -            | \$ 194,365,244                          |
| Classified Salaries (2000-2999)                         | \$ 47,359,378   | \$ -                                     | \$ -            | \$ 47,359,378                           |
| Employee Benefits (3000-3999)                           | \$ 75,694,651   | \$ -                                     | \$ -            | \$ 75,694,651                           |
| Books and Supplies (4000-4999)                          | \$ 8,631,773  | \$ -                                     | \$ -            | \$ 8,631,773                            |
| Services, Other Operating Expenses (5000-5999)          | \$ 38,466,177   | \$ -                                     | \$ -            | \$ 38,466,177                           |
| Capital Outlay (6000-6599)                              | \$ 3,733,490  | \$ -                                     | \$ -            | \$ 3,733,490                            |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 2,254,851  | \$ -                                     | \$ -            | \$ 2,254,851                            |
| Direct Support/Indirect Cost (7300-7399)                | \$ (7,272,316)  | \$ -                                     | \$ -            | \$ (7,272,316)                          |
| Other Adjustments                                       |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 363,233,247  | \$ -                                     | \$ -            | \$ 363,233,247                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ 70,552,833   | \$                                       | \$              | \$ 70,552,833                           |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     | \$ -  | \$                                       | \$              | \$ -                                    |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       | \$ 4,648,985  | \$ -                                     | \$ -            | \$ 4,648,985                            |
| <b>CONTRIBUTIONS (8980-8999)</b>                        | \$ (65,441,418)   | \$                                       | \$              | \$ (65,441,418)                         |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ 462,430  | \$ *                                     | \$              | \$ 462,430                              |
| <b>BEGINNING BALANCE</b>                                | \$ 25,018,135   |  |                 | \$ 25,018,135                           |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$  |  |                 | \$                                      |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 25,480,565   | \$ -                                     | \$ -            | \$ 25,480,565                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                       | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                              | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Stabilization Arrangements (9750)                       | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)               | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | Column 1<br>Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Column 2<br>Adjustments as a<br>Result of Settlement | Column 3<br>Other Revisions | Column 4<br>Total Current Budget<br>(Columns 1+2+3) |
|---|---|--|-----------------------------|---|
| <b>REVENUES</b>   |   |  |                             |   |
| Revenue Limit Sources (8010-8099)                       | \$ -  | \$ -   | \$ -                        | \$ -  |
| Remaining Revenues (8100-8799)                          | \$ 110,283,580  | \$ -   | \$ -                        | \$ 110,283,580                                      |
| <b>TOTAL REVENUES</b>                                   | \$ 110,283,580  | \$ -   | \$ -                        | \$ 110,283,580                                      |
| <b>EXPENDITURES</b>                                     |   |  |                             |   |
| Certificated Salaries (1000-1999)                       | \$ 65,641,972   | \$ -   | \$ -                        | \$ 65,641,972                                       |
| Classified Salaries (2000-2999)                         | \$ 30,988,669   | \$ -   | \$ -                        | \$ 30,988,669                                       |
| Employee Benefits (3000-3999)                           | \$ 32,200,008   | \$ -   | \$ -                        | \$ 32,200,008                                       |
| Books and Supplies (4000-4999)                          | \$ 19,774,107   | \$ -   | \$ -                        | \$ 19,774,107                                       |
| Services, Other Operating Expenses (5000-5999)          | \$ 23,595,160   | \$ -   | \$ -                        | \$ 23,595,160                                       |
| Capital Outlay (6000-6599)                              | \$ 7,143,907  | \$ -   | \$ -                        | \$ 7,143,907  |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 3,089,875  | \$ -   | \$ -                        | \$ 3,089,875  |
| Direct Support/Indirect Cost (7300-7399)                | \$ 5,227,479  | \$ -   | \$ -                        | \$ 5,227,479  |
| Other Adjustments                                       |   |  |                             |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 187,661,177  | \$ -   | \$ -                        | \$ 187,661,177                                      |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ (77,377,597)   | \$ -   | \$ -                        | \$ (77,377,597)                                     |
| TRANSFERS IN & OTHER SOURCES (8910-8979)                | \$ -  | \$ -   | \$ -                        | \$ -  |
| TRANSFERS OUT & OTHER USES (7610-7699)                  | \$ 90,950   | \$ -   | \$ -                        | \$ 90,950   |
| CONTRIBUTIONS (8980-8999)                               | \$ 65,441,418   | \$ -   | \$ -                        | \$ 65,441,418                                       |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ (12,027,129)   | \$ -   | \$ -                        | \$ (12,027,129)                                     |
| <b>BEGINNING BALANCE</b>                                | \$ 17,445,539   |  |                             | \$ 17,445,539                                       |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$  |  |                             | \$  |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 5,418,410  | \$ -   | \$ -                        | \$ 5,418,410  |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                             |   |
| Nonspendable Reserves (9711-9719)                       | \$ -  | \$ -   | \$ -                        | \$ -  |
| Restricted Reserves (9740)                              | \$ 5,418,410  | \$ -   | \$ -                        | \$ 5,418,410  |
| Stabilization Arrangements (9750)                       | \$ -  | \$ -   | \$ -                        | \$ -  |
| Other Commitments (9760)                                | \$ -  | \$ -   | \$ -                        | \$ -  |
| Other Assignments (9780)                                | \$ -  | \$ -   | \$ -                        | \$ -  |
| Reserve for Economic Uncertainties (9789)               | \$ -  | \$ -   | \$ -                        | \$ -  |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -   | \$ -                        | \$ -  |

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Combined General Fund**Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                       | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                          | \$ 128,169,668  | \$ -                                     | \$ -            | \$ 128,169,668                          |
| <b>TOTAL REVENUES</b>                                   | \$ 544,069,660  | \$ -                                     | \$ -            | \$ 544,069,660                          |
| <b>EXPENDITURES</b>                                     |   |  |                 |   |
| Certificated Salaries (1000-1999)                       | \$ 260,007,216  | \$ -                                     | \$ -            | \$ 260,007,216                          |
| Classified Salaries (2000-2999)                         | \$ 78,348,047   | \$ -                                     | \$ -            | \$ 78,348,047                           |
| Employee Benefits (3000-3999)                           | \$ 107,894,659  | \$ -                                     | \$ -            | \$ 107,894,659                          |
| Books and Supplies (4000-4999)                          | \$ 28,405,880   | \$ -                                     | \$ -            | \$ 28,405,880                           |
| Services, Other Operating Expenses (5000-5999)          | \$ 62,061,337   | \$ -                                     | \$ -            | \$ 62,061,337                           |
| Capital Outlay (6000-6599)                              | \$ 10,877,397   | \$ -                                     | \$ -            | \$ 10,877,397                           |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 5,344,726  | \$ -                                     | \$ -            | \$ 5,344,726                            |
| Direct Support/Indirect Cost (7300-7399)                | \$ (2,044,838)  | \$ -                                     | \$ -            | \$ (2,044,838)                          |
| Other Adjustments                                       |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 550,894,424  | \$ -                                     | \$ -            | \$ 550,894,424                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ (6,824,764)  | \$ -                                     | \$ -            | \$ (6,824,764)                          |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       | \$ 4,739,935  | \$ -                                     | \$ -            | \$ 4,739,935                            |
| <b>CONTRIBUTIONS (8980-8999)</b>                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ (11,564,699)   | \$ -                                     | \$ -            | \$ (11,564,699)                         |
| <b>BEGINNING BALANCE</b>                                | \$ 42,463,674   |  |                 | \$ 42,463,674                           |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$ -  |  |                 | \$ -                                    |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 30,898,975   | \$ -                                     | \$ -            | \$ 30,898,975                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                       | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                              | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| Stabilization Arrangements (9750)                       | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)               | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | 2014-15                                  | 2015-16                                   | 2016-17                                    |
|---|--|---|--|
|   | Total Current Budget<br>After Settlement | First Subsequent Year<br>After Settlement | Second Subsequent Year<br>After Settlement |
| <b>REVENUES</b>   |  |   |  |
| Revenue Limit Sources (8010-8099)   | \$ 415,899,992                           | \$ 457,637,832                            | \$ 475,371,899                             |
| Remaining Revenues (8100-8799)  | \$ 128,169,668                           | \$ 114,433,607                            | \$ 113,877,009                             |
| <b>TOTAL REVENUES</b>   | \$ 544,069,660                           | \$ 572,071,439                            | \$ 589,248,908                             |
| <b>EXPENDITURES</b>   |  |   |  |
| Certificated Salaries (1000-1999)   | \$ 260,007,216                           | \$ 265,570,523                            | \$ 272,164,198                             |
| Classified Salaries (2000-2999) incl. salary raises in 2 out yrs                | \$ 78,348,047                            | \$ 85,545,766                             | \$ 86,670,362                              |
| Employee Benefits (3000-3999) incl. Health incr in 2 out yrs for<br>CSEA & SAEA | \$ 107,894,659                           | \$ 124,380,832                            | \$ 137,519,166                             |
| Books and Supplies (4000-4999)  | \$ 28,405,880                            | \$ 20,782,043                             | \$ 20,539,794                              |
| Services, Other Operating Expenses (5000-5999)                                  | \$ 62,061,337                            | \$ 63,229,299                             | \$ 64,144,343                              |
| Capital Outlay (6000-6999)  | \$ 10,877,397                            | \$ 4,078,776                              | \$ 3,391,820                               |
| Other Outgo (7100-7299) (7400-7499)   | \$ 5,344,726                             | \$ 5,683,521                              | \$ 5,881,506                               |
| Direct Support/Indirect Cost (7300-7399)  | \$ (2,044,838)                           | \$ (2,906,396)                            | \$ (2,906,396)                             |
| Other Adjustments   |  |   |  |
| <b>TOTAL EXPENDITURES</b>   | \$ 550,894,424                           | \$ 566,364,363                            | \$ 587,404,792                             |
| <b>OPERATING SURPLUS (DEFICIT)</b>  | \$ (6,824,764)                           | \$ 5,707,077                              | \$ 1,844,116                               |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>                             | \$ -                                     | \$ -                                      | \$ -                                       |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>                               | \$ 4,739,935                             | \$ 4,798,685                              | \$ 5,779,685                               |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND<br/>BALANCE</b>                     | \$ (11,564,699)                          | \$ 908,392                                | \$ (3,935,569)                             |
| <b>BEGINNING BALANCE</b>  | \$ 42,463,674                            | \$ 30,898,975                             | \$ 31,807,367                              |
| <b>CURRENT-YEAR ENDING BALANCE</b>  | \$ 30,898,975                            | \$ 31,807,367                             | \$ 27,871,798                              |
| <b>COMPONENTS OF ENDING BALANCE:</b>  |  |   |  |
| Nonspendable Reserves (9711-9719)   | \$ 1,170,000                             | \$ 1,170,000                              | \$ 1,170,000                               |
| Restricted Reserves (9740)  | \$ 5,418,410                             | \$ 5,901,414                              | \$ 7,688,582                               |
| Stabilization Arrangements (9750)   | \$ 6,313,467                             | \$ (0)                                    | \$ (0)                                     |
| Other Commitments (9760)  | \$ -                                     | \$ -                                      | \$ -                                       |
| Other Assignments (9780)  | \$ 6,884,411                             | \$ 13,312,692                             | \$ 7,149,526                               |
| Reserve for Economic Uncertainties (9789)                                       | \$ 11,112,687                            | \$ 11,423,261                             | \$ 11,863,690                              |
| Unassigned/Unappropriated (9790)  | \$ -                                     | \$ -                                      | \$ -                                       |

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2014-15        | 2015-16        | 2016-17        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 555,634,359 | \$ 571,163,047 | \$ 593,184,477 |
| b. | State Standard Minimum Reserve Percentage for this District<br>enter percentage:   | 2.00%          | 2.00%          | 2.00%          |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000) | \$ 11,112,687  | \$ 11,423,261  | \$ 11,863,690  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |   |               |               |               |
|----|---|---------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Stabilization Arrangements (9750)              | \$ 6,313,467  | \$ (0)        | \$ (0)        |
| b. | General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)      | \$ 11,112,687 | \$ 11,423,261 | \$ 11,863,690 |
| c. | General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)               | \$ -          | \$ -          | \$ -          |
| d. | General Fund Negative Ending Balances in Restricted Resources                     | \$ -          | \$ -          | \$ -          |
| e. | Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)         | \$ -          | \$ -          | \$ -          |
| f. | Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -          |
| g. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)          | \$ -          | \$ -          | \$ -          |
| h. | Total Available Reserves  | \$ 17,426,154 | \$ 11,423,261 | \$ 11,863,690 |
| i. | Total Available Reserves Percentage   | 3.14%         | 2.00%         | 2.00%         |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                          |
|---------|-----|-------------------------------------|----|--------------------------|
| 2014-15 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2015-16 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2016-17 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:



**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees' Association Bargaining Unit, during the term of the agreement from July 1, 2015 to June 30, 2016.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

| <b>Budget Adjustment Categories:</b> | <b>Budget Adjustment Increase (Decrease)</b> |
|--------------------------------------|--|
| Revenues/Other Financing Sources     |  |
| Expenditures/Other Financing Uses    | -  |
| Ending Balance Increase (Decrease)   | -  |

N/A \_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chief Business Officer**  
(Signature)

\_\_\_\_\_  
**Date**

**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Swandayani Singgih**  
**Contact Person**

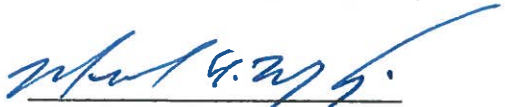
\_\_\_\_\_  
**(714) 558-5895**  
**Phone**

Tentative Agreement Between  
Santa Ana Unified School District (SAUSD)  
and  
California School Employees' Association (CSEA)

And its Chapter 41

May 27, 2015

1. Commencing July 1, 2015 there shall be an increase of 5.5% on each cell of the classified bargaining unit salary schedule.
2. Commencing July 1, 2015, work calendars for all bargaining unit members other than 12 month employees shall be increased by 1.5 days to be paid at their hourly rate to provide additional professional development for affected bargaining unit members.
3. For the purpose of this tentative agreement, a duty day shall equal the total number of hours worked in a regular duty day by the unit member. For example, a bargaining unit member working a regular duty day of 3.75 hours per day shall be provided with 5.625 (i.e.,  $3.75 \times 1.5 = 5.625$ ) hours of professional development.
4. The threshold for qualification for medical benefits shall increase from the current 4 hours to 6 hours per work day for bargaining unit members to become benefit eligible. Existing 4 hour grandfathered employees receiving benefits shall not be affected by this change.
5. All 12 months bargaining unit members shall have added to their work year a fixed holiday to be designated as July 5. If any holiday falls on a weekend, the fixed holiday shall be observed on the next regular work day.



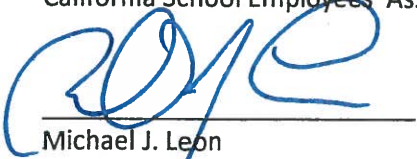
Mark A. McKinney  
Associate Superintendent  
Santa Ana Unified School District

Dated: May 28, 2015



Lupe Valencia  
President, Chapter 41  
California School Employees' Association

Dated: May 28, 2015



Michael J. Leon  
Labor Relations Representative  
California School Employees' Association

Dated: May 28, 2015

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Public Disclosure of Tentative Agreement with California School Employees Association, Chapter 41 Related to Health and Welfare Benefits**

**ITEM:**                   **Public Hearing**

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

**PREPARED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the California School Employees Association, Chapter 41 related to health and welfare benefits. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

**RATIONALE:**

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with California School Employees Association, Chapter 41 can be met during the term of agreement.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

For information only.



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Santa Ana Unified School District  
 Name of Bargaining Unit: California School Employees' Association (CSEA)  
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2015 and ending: June 30, 2016  
 (date) (date)

The Governing Board will act upon this agreement on: June 23, 2015  
 (date)

**A. Proposed Change in Compensation**

| Compensation   | Annual Cost Prior to Proposed Agreement<br>FY 2014-15 | Fiscal Impact of Proposed Agreement         |   |   |
|--|---|---|---|---|
|  |   | Year 1<br>Increase/(Decrease)<br>FY 2015-16 | Year 2<br>Increase/(Decrease)<br>FY 2016-17 | Year 3<br>Increase/(Decrease)<br>FY 2017-18 |
| 1 <b>Salary Schedule</b><br>Increase (Decrease) 5.5% salary raise  | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 2 <b>Step and Column</b><br>Increase (Decrease) Due to movement plus any changes due to settlement                       | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 3 <b>Other Compensation -</b><br>Increase (Decrease) 1.5 Professional Development days for positions less than 12 months | \$ -  | \$ -  | \$ -  | \$ -  |
| <b>Description of other compensation</b>   |   |   |   |   |
| 4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>  | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 5 <b>Health/Welfare Plans</b>  | \$ 19,197,104   | \$ 1,016,379                                | \$ -  | \$ -  |
|  |   | 5.29%                                       | 0.00%                                       | 0.00%                                       |
| 6 <b>Total Compensation -</b><br>Increase (Decrease) (Total Lines 1-5)   | \$ 19,197,104   | \$ 1,016,379.0                              | \$ -  | \$ -  |
| 7 <b>Total Number of Represented Employees</b><br>(Use FTEs if appropriate)  | 1,658.26  | 0   | 0   | 0   |
| 8 <b>Total Compensation Average Cost per Employee</b>  | \$ 11,577   | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       |   |   |

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

CAP would be considered a floating CAP for employees hired after October 14, 2008. For 2015-16 the District will only contribute the following toward medical plans

| Tier     | District Contribution |
|----------|-----------------------|
| Employee | \$ 530.31             |
| 2 party  | \$ 1,060.61           |
| Family   | \$ 1,500.76           |

Medical: Comparison of Benefit Costs

ACTIVE CLASSIFIED EMPLOYEES

Hired before 10-14-08

|          | # OF EMPLOYEES | TOTAL PREMIUM   | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----------|----------------|-----------------|------------------------------------|------------------------------------|
|          | ON PLAN        | COST            | CONTRIBUTION                       | CONTRIBUTION                       |
| 2014-15  | 1,311          | \$16,525,023.50 | \$15,846,464.50                    | \$678,559.00                       |
| 2015-16  |                | \$17,459,068.00 | \$16,755,777.58                    | \$703,290.42                       |
| Increase |                | \$934,044.50    | \$909,313.08                       | \$24,731.42                        |

ACTIVE CLASSIFIED EMPLOYEES

Hired after 10-14-08

|  | # OF EMPLOYEES | TOTAL PREMIUM | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|--|----------------|---------------|------------------------------------|------------------------------------|
|  | ON PLAN        | COST          | CONTRIBUTION                       | CONTRIBUTION                       |
|  | 72             | \$711,327.90  | \$589,254.70                       | \$122,073.20                       |
|  |                | \$735,544.00  | \$596,329.41                       | \$139,214.59                       |
|  |                | \$24,216.10   | \$7,074.71                         | \$17,141.39                        |

CLASSIFIED RETIREES

|  | # OF EMPLOYEES | TOTAL PREMIUM  | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|--|----------------|----------------|------------------------------------|------------------------------------|
|  | ON PLAN        | COST           | CONTRIBUTION                       | CONTRIBUTION                       |
|  | 220            | \$2,230,860.24 | \$2,082,826.08                     | \$148,034.16                       |
|  |                | \$2,353,210.56 | \$2,182,817.45                     | \$170,393.11                       |
|  |                | \$122,350.32   | \$89,991.37                        | \$22,358.95                        |

\$1,016,379.16

At initial renewal, February, 2015, the District's anticipated cost for Classified was \$1,439,964. After plan design review, the District introduced a Narrow Network Plan Option within the Blue Shield HMO. By providing this option, Blue Shield revised their negotiated HMO rates and the renewal decreased by \$794,000. Approximately \$500,000 is for the Classified Unit- Retirees and Active employees. The final cost will not be known until Open Enrollment (SAUSD's pain year is from July 1-June 30) is completed. Post Open Enrollment (which closes May 29, 2015), the District will know the movement between plans and can provide an updated cost.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

**Yes. The beginning balance will be utilized to cover the deficit spending in 2014-15 as well as 2016-17.**

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**G. Source of Funding for Proposed Agreement**

1. Current Year

**General Fund and other Funds**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

**It will be funded with ongoing revenue plus new revenue for that year as well as the beginning balance**

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)



**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|  | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|--|---|--|-----------------|---|
|  | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                                  |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                   | \$ 17,886,088   | \$ -                                     | \$ -            | \$ 17,886,088                           |
| <b>TOTAL REVENUES</b>                            | \$ 433,786,080  | \$ -                                     | \$ -            | \$ 433,786,080                          |
| <b>EXPENDITURES</b>                              |   |  |                 |   |
| Certificated Salaries (1000-1999)                | \$ 194,365,244  | \$ -                                     | \$ -            | \$ 194,365,244                          |
| Classified Salaries (2000-2999)                  | \$ 47,359,378   | \$ -                                     | \$ -            | \$ 47,359,378                           |
| Employee Benefits (3000-3999)                    | \$ 75,694,651   | \$ -                                     | \$ -            | \$ 75,694,651                           |
| Books and Supplies (4000-4999)                   | \$ 8,631,773  | \$ -                                     | \$ -            | \$ 8,631,773                            |
| Services, Other Operating Expenses (5000-5999)   | \$ 38,466,177   | \$ -                                     | \$ -            | \$ 38,466,177                           |
| Capital Outlay (6000-6599)                       | \$ 3,733,490  | \$ -                                     | \$ -            | \$ 3,733,490                            |
| Other Outgo (7100-7299) (7400-7499)              | \$ 2,254,851  | \$ -                                     | \$ -            | \$ 2,254,851                            |
| Direct Support/Indirect Cost (7300-7399)         | \$ (7,272,316)  | \$ -                                     | \$ -            | \$ (7,272,316)                          |
| Other Adjustments                                |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                        | \$ 363,233,247  | \$ -                                     | \$ -            | \$ 363,233,247                          |
| OPERATING SURPLUS (DEFICIT)                      | \$ 70,552,833   | \$ -                                     | \$ -            | \$ 70,552,833                           |
| TRANSFERS IN & OTHER SOURCES (8910-8979)         | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| TRANSFERS OUT & OTHER USES (7610-7699)           | \$ 4,648,985  | \$ -                                     | \$ -            | \$ 4,648,985                            |
| CONTRIBUTIONS (8980-8999)                        | \$ (65,441,418)   | \$ -                                     | \$ -            | \$ (65,441,418)                         |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 462,430  | \$ -                                     | \$ -            | \$ 462,430                              |
| <b>BEGINNING BALANCE</b>                         | \$ 25,018,135   |  |                 | \$ 25,018,135                           |
| Prior-Year Adjustments/Restatements (9793/9795)  | \$ -  |  |                 | \$ -                                    |
| <b>CURRENT-YEAR ENDING BALANCE</b>               | \$ 25,480,565   | \$ -                                     | \$ -            | \$ 25,480,565                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>             |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                       | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Stabilization Arrangements (9750)                | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                         | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                         | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)        | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                 | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|  | Column 1  | Column 2                                 | Column 3        | Column 4                                |
|--|---|--|-----------------|---|
|  | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>                                  |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Remaining Revenues (8100-8799)                   | \$ 110,283,580  | \$ -                                     | \$ -            | \$ 110,283,580                          |
| <b>TOTAL REVENUES</b>                            | \$ 110,283,580  | \$ -                                     | \$ -            | \$ 110,283,580                          |
| <b>EXPENDITURES</b>                              |   |  |                 |   |
| Certificated Salaries (1000-1999)                | \$ 65,641,972   | \$ -                                     | \$ -            | \$ 65,641,972                           |
| Classified Salaries (2000-2999)                  | \$ 30,988,669   | \$ -                                     | \$ -            | \$ 30,988,669                           |
| Employee Benefits (3000-3999)                    | \$ 32,200,008   | \$ -                                     | \$ -            | \$ 32,200,008                           |
| Books and Supplies (4000-4999)                   | \$ 19,774,107   | \$ -                                     | \$ -            | \$ 19,774,107                           |
| Services, Other Operating Expenses (5000-5999)   | \$ 23,595,160   | \$ -                                     | \$ -            | \$ 23,595,160                           |
| Capital Outlay (6000-6599)                       | \$ 7,143,907  | \$ -                                     | \$ -            | \$ 7,143,907                            |
| Other Outgo (7100-7299) (7400-7499)              | \$ 3,089,875  | \$ -                                     | \$ -            | \$ 3,089,875                            |
| Direct Support/Indirect Cost (7300-7399)         | \$ 5,227,479  | \$ -                                     | \$ -            | \$ 5,227,479                            |
| Other Adjustments                                |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                        | \$ 187,661,177  | \$ -                                     | \$ -            | \$ 187,661,177                          |
| OPERATING SURPLUS (DEFICIT)                      | \$ (77,377,597)   | \$ -                                     | \$ -            | \$ (77,377,597)                         |
| TRANSFERS IN & OTHER SOURCES (8910-8979)         | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| TRANSFERS OUT & OTHER USES (7610-7699)           | \$ 90,950   | \$ -                                     | \$ -            | \$ 90,950                               |
| CONTRIBUTIONS (8980-8999)                        | \$ 65,441,418   | \$ -                                     | \$ -            | \$ 65,441,418                           |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (12,027,129)   | \$ -                                     | \$ -            | \$ (12,027,129)                         |
|  |   |  |                 |   |
| BEGINNING BALANCE                                | \$ 17,445,539   |  |                 | \$ 17,445,539                           |
| Prior-Year Adjustments/Restatements (9793/9795)  | \$  |  |                 | \$                                      |
| CURRENT-YEAR ENDING BALANCE                      | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| <b>COMPONENTS OF ENDING BALANCE:</b>             |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Restricted Reserves (9740)                       | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| Stabilization Arrangements (9750)                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Commitments (9760)                         | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                         | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Reserve for Economic Uncertainties (9789)        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Unassigned/Unappropriated (9790)                 | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | Column 1  | Column 2                                 | Column 3        | Column 4                                |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                       | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                          | \$ 128,169,668  | \$ -                                     | \$ -            | \$ 128,169,668                          |
| <b>TOTAL REVENUES</b>                                   | \$ 544,069,660  | \$ -                                     | \$ -            | \$ 544,069,660                          |
| <b>EXPENDITURES</b>                                     |   |  |                 |   |
| Certificated Salaries (1000-1999)                       | \$ 260,007,216  | \$ -                                     | \$ -            | \$ 260,007,216                          |
| Classified Salaries (2000-2999)                         | \$ 78,348,047   | \$ -                                     | \$ -            | \$ 78,348,047                           |
| Employee Benefits (3000-3999)                           | \$ 107,894,659  | \$ -                                     | \$ -            | \$ 107,894,659                          |
| Books and Supplies (4000-4999)                          | \$ 28,405,880   | \$ -                                     | \$ -            | \$ 28,405,880                           |
| Services, Other Operating Expenses (5000-5999)          | \$ 62,061,337   | \$ -                                     | \$ -            | \$ 62,061,337                           |
| Capital Outlay (6000-6599)                              | \$ 10,877,397   | \$ -                                     | \$ -            | \$ 10,877,397                           |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 5,344,726  | \$ -                                     | \$ -            | \$ 5,344,726                            |
| Direct Support/Indirect Cost (7300-7399)                | \$ (2,044,838)  | \$ -                                     | \$ -            | \$ (2,044,838)                          |
| Other Adjustments                                       |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 550,894,424  | \$ -                                     | \$ -            | \$ 550,894,424                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ (6,824,764)  | \$ -                                     | \$ -            | \$ (6,824,764)                          |
| TRANSFERS IN & OTHER SOURCES (8910-8979)                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| TRANSFERS OUT & OTHER USES (7610-7699)                  | \$ 4,739,935  | \$ -                                     | \$ -            | \$ 4,739,935                            |
| CONTRIBUTIONS (8980-8999)                               | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ (11,564,699)   | \$ -                                     | \$ -            | \$ (11,564,699)                         |
| <b>BEGINNING BALANCE</b>                                | \$ 42,463,674   |  |                 | \$ 42,463,674                           |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$  |  |                 | \$                                      |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 30,898,975   | \$ -                                     | \$ -            | \$ 30,898,975                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                       | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                              | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| Stabilization Arrangements (9750)                       | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)               | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Combined General Fund**Enter Bargaining Unit: **California School Employees' Association (CSEA)**

|   | 2014-15                                  | 2015-16                                   | 2016-17                                    |
|---|--|---|--|
|   | Total Current Budget<br>After Settlement | First Subsequent Year<br>After Settlement | Second Subsequent Year<br>After Settlement |
| <b>REVENUES</b>   |  |   |  |
| Revenue Limit Sources (8010-8099)   | \$ 415,899,992                           | \$ 457,637,832                            | \$ 475,371,899                             |
| Remaining Revenues (8100-8799)  | \$ 128,169,668                           | \$ 114,433,607                            | \$ 113,877,009                             |
| <b>TOTAL REVENUES</b>   | \$ 544,069,660                           | \$ 572,071,439                            | \$ 589,248,908                             |
| <b>EXPENDITURES</b>   |  |   |  |
| Certificated Salaries (1000-1999)   | \$ 260,007,216                           | \$ 265,570,523                            | \$ 272,164,198                             |
| Classified Salaries (2000-2999) incl. salary raises in 2 out yrs                | \$ 78,348,047                            | \$ 85,545,766                             | \$ 86,670,362                              |
| Employee Benefits (3000-3999) incl. Health incr in 2 out yrs for<br>CSEA & SAEA | \$ 107,894,659                           | \$ 124,380,832                            | \$ 137,519,166                             |
| Books and Supplies (4000-4999)  | \$ 28,405,880                            | \$ 20,782,043                             | \$ 20,539,794                              |
| Services, Other Operating Expenses (5000-5999)                                  | \$ 62,061,337                            | \$ 63,229,299                             | \$ 64,144,343                              |
| Capital Outlay (6000-6999)  | \$ 10,877,397                            | \$ 4,078,776                              | \$ 3,391,820                               |
| Other Outgo (7100-7299) (7400-7499)   | \$ 5,344,726                             | \$ 5,683,521                              | \$ 5,881,506                               |
| Direct Support/Indirect Cost (7300-7399)  | \$ (2,044,838)                           | \$ (2,906,396)                            | \$ (2,906,396)                             |
| Other Adjustments   |  |   |  |
| <b>TOTAL EXPENDITURES</b>   | \$ 550,894,424                           | \$ 566,364,363                            | \$ 587,404,792                             |
| <b>OPERATING SURPLUS (DEFICIT)</b>  | \$ (6,824,764)                           | \$ 5,707,077                              | \$ 1,844,116                               |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>                             | \$ -                                     | \$ -                                      | \$ -                                       |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>                               | \$ 4,739,935                             | \$ 4,798,685                              | \$ 5,779,685                               |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND<br/>BALANCE</b>                     | \$ (11,564,699)                          | \$ 908,392                                | \$ (3,935,569)                             |
| <b>BEGINNING BALANCE</b>  | \$ 42,463,674                            | \$ 30,898,975                             | \$ 31,807,367                              |
| <b>CURRENT-YEAR ENDING BALANCE</b>  | \$ 30,898,975                            | \$ 31,807,367                             | \$ 27,871,798                              |
| <b>COMPONENTS OF ENDING BALANCE:</b>  |  |   |  |
| Nonspendable Reserves (9711-9719)   | \$ 1,170,000                             | \$ 1,170,000                              | \$ 1,170,000                               |
| Restricted Reserves (9740)  | \$ 5,418,410                             | \$ 5,901,414                              | \$ 7,688,582                               |
| Stabilization Arrangements (9750)   | \$ 6,313,467                             | \$ (0)                                    | \$ (0)                                     |
| Other Commitments (9760)  | \$ -                                     | \$ -                                      | \$ -                                       |
| Other Assignments (9780)  | \$ 6,884,411                             | \$ 13,312,692                             | \$ 7,149,526                               |
| Reserve for Economic Uncertainties (9789)                                       | \$ 11,112,687                            | \$ 11,423,261                             | \$ 11,863,690                              |
| Unassigned/Unappropriated (9790)  | \$ -                                     | \$ -                                      | \$ -                                       |

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2014-15        | 2015-16        | 2016-17        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 555,634,359 | \$ 571,163,047 | \$ 593,184,477 |
| b. | State Standard Minimum Reserve Percentage for this District<br>enter percentage:   | 2.00%          | 2.00%          | 2.00%          |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000) | \$ 11,112,687  | \$ 11,423,261  | \$ 11,863,690  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |   |               |               |               |
|----|---|---------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Stabilization Arrangements (9750)              | \$ 6,313,467  | \$ (0)        | \$ (0)        |
| b. | General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)      | \$ 11,112,687 | \$ 11,423,261 | \$ 11,863,690 |
| c. | General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)               | \$ -          | \$ -          | \$ -          |
| d. | General Fund Negative Ending Balances in Restricted Resources                     | \$ -          | \$ -          | \$ -          |
| e. | Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)         | \$ -          | \$ -          | \$ -          |
| f. | Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -          |
| g. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)          | \$ -          | \$ -          | \$ -          |
| h. | Total Available Reserves  | \$ 17,426,154 | \$ 11,423,261 | \$ 11,863,690 |
| i. | Total Available Reserves Percentage   | 3.14%         | 2.00%         | 2.00%         |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                          |
|---------|-----|-------------------------------------|----|--------------------------|
| 2014-15 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2015-16 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2016-17 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:



**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Swandayani Singgih**  
**Contact Person**

\_\_\_\_\_  
**(714) 558-5895**  
**Phone**



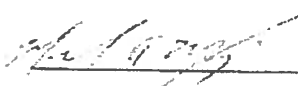
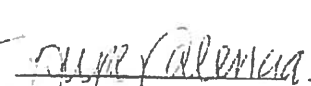
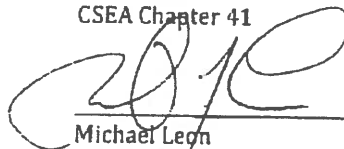
Memorandum of Understanding (MOU)  
 Between  
 Santa Ana Unified School District (SAUSD)  
 And  
 California School Employees Association (CSEA) and it's Chapter 41  
 April 2, 2015

The following constitutes an agreement between CSEA and it's Chapter 41 and SAUSD dated April 2, 2015 as it relates to Article 11: Employee Benefits.

- 1) Both parties agree to this MOU due to the unique circumstances surrounding Article 11: Employee Benefits and the approaching open enrollment period affecting the 2015-16 plan year.
- 2) Both parties agree to add a fourth Plan option (currently Blue Shield SaveNet) as voted on by the HBA at its March 18, 2015 meeting.
- 3) Employee and retiree contributions shall be based on the three tiered rates (employee/retiree, two-party and family) as follows (except during the collective bargaining process as referenced in Article 11.5.6A4b):

| Plans  | HMO<br>Narrow<br>Network | HMO              | PPO               | Lowest Cost<br>HMO |
|--|--------------------------|------------------|-------------------|--------------------|
| Employee/Retiree<br>Premium<br>Contributions | 2% of<br>Premium         | 5% of<br>Premium | 20% of<br>Premium | 2% of<br>Premium   |

- 4) Once a Tentative Agreement is reached between CSEA and it's Chapter 41 and SAUSD for 2015-16, this MOU shall become part of the Collective Bargaining Agreement.
- 5) This MOU is non-precedent setting.

|   |        |  |         |
|---|--------|--|---------|
|  | 4/2/15 |  | 4/2/15  |
| Mark A. McKinney  | Date   | Lupe Valencia  | Date    |
| Associate Superintendent  |        | Vice President   |         |
| Santa Ana Unified School District   |        | CSEA Chapter 41  |         |
|   |        |   | 4-13-15 |
|   |        | Michael Leon   | Date    |
|   |        | CSEA Labor Relations Representative  |         |

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Public Disclosure of Tentative Agreement with Santa Ana Educators' Association Related to Health and Welfare Benefits**

**ITEM:**                   **Public Hearing**

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

**PREPARED BY:**   **Tina Douglas, Assistant Superintendent, Business Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to conduct a public hearing for the Tentative Agreement reached with the Santa Ana Educators' Association related to health and welfare benefits. This agreement culminates a process that allowed both parties to address contractual concerns as listed in their respective initial proposals.

**RATIONALE:**

Under the provisions of Government Code Section 3547.5, local educational agencies are required to publicly disclose the provisions of all collectively-bargained agreements before entering into a written agreement.

In accordance with AB 1200 certification requirements, a copy of this Disclosure was filed and approved by OCDE. County Office approval is required prior to acceptance and approval by the local Board of Education. Under AB 2756/1200, the Superintendent and Chief Business Official are required to certify that costs incurred under the Tentative Agreement with Santa Ana Educators' Association can be met during the term of agreement, along with the corresponding budget reductions.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

For information only.



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: **Santa Ana Unified School District**  
 Name of Bargaining Unit: **Santa Ana Educators' Association (SAEA)**  
 Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **July 1, 2015** and ending: **June 30, 2016**  
 (date) (date)

The Governing Board will act upon this agreement on: **June 23, 2015**  
 (date)

**A. Proposed Change in Compensation**

| Compensation   | Annual Cost Prior to Proposed Agreement<br>FY 2014-15 | Fiscal Impact of Proposed Agreement         |   |   |
|--|---|---|---|---|
|  |   | Year 1<br>Increase/(Decrease)<br>FY 2015-16 | Year 2<br>Increase/(Decrease)<br>FY 2016-17 | Year 3<br>Increase/(Decrease)<br>FY 2017-18 |
| 1 <b>Salary Schedule</b><br>Increase (Decrease) 5.5% salary raise  | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 2 <b>Step and Column</b><br>Increase (Decrease) Due to movement plus any changes due to settlement                       | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 3 <b>Other Compensation -</b><br>Increase (Decrease) 1.5 Professional Development days for positions less than 12 months | \$ -  | \$ -  | \$ -  | \$ -  |
| <b>Description of other compensation</b>   |   |   |   |   |
| 4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>  | \$ -  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       | 0.00%                                       | 0.00%                                       |
| 5 <b>Health/Welfare Plans</b>  | \$ 12,361,738   | \$ 350,038                                  | \$ -  | \$ -  |
|  |   | 2.83%                                       | 0.00%                                       | 0.00%                                       |
| 6 <b>Total Compensation -</b><br>Increase (Decrease) (Total Lines 1-5)   | \$ 12,361,738   | \$ 350,038                                  | \$ -  | \$ -  |
| 7 <b>Total Number of Represented Employees</b><br>(Use FTEs if appropriate)  | 2,588.86  | 0   | 0   | 0   |
| 8 <b>Total Compensation Average Cost per Employee</b>  | \$ 4,775  | \$ -  | \$ -  | \$ -  |
|  |   | 0.00%                                       |   |   |

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

11. Please include comments and explanations as necessary.

SAEA will continue negotiations in September 2015.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes  No

If yes, please describe the cap amount.

CAP would be considered a floating 2 year CAP for employees hired after July 1, 2013. For 2015-16 the District will only contribute the following toward medical plans:

| Tier     | District Contribution |
|----------|-----------------------|
| Employee | \$ 525.71             |
| 2 party  | \$ 1,051.44           |
| Family   | \$ 1,487.79           |

Medical: Comparison of Benefit Costs

ACTIVE CERTIFICATED EMPLOYEES

Hired before 7-1-13

|          | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----------|------------------------|--------------------|------------------------------------|------------------------------------|
| 2014-15  | 788                    | \$11,539,329.30    | \$10,850,782.80                    | \$688,546.50                       |
| 2015-16  |                        | \$11,792,326.40    | \$11,150,235.21                    | \$642,091.19                       |
| Increase |                        | \$252,997.10       | \$299,452.41                       | -\$46,455.31                       |

ACTIVE CERTIFICATED EMPLOYEES

Hired after 7-1-13

|    | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|----|------------------------|--------------------|------------------------------------|------------------------------------|
| 88 |                        | \$1,009,073.70     | \$827,288.30                       | \$181,785.40                       |
|    |                        | \$1,032,459.90     | \$858,327.18                       | \$174,132.72                       |
|    |                        | \$23,386.20        | \$31,038.88                        | -\$7,652.68                        |

CERTIFICATED RETIREES

|     | # OF EMPLOYEES ON PLAN | TOTAL PREMIUM COST | TOTAL ANNUAL DISTRICT CONTRIBUTION | TOTAL ANNUAL EMPLOYEE CONTRIBUTION |
|-----|------------------------|--------------------|------------------------------------|------------------------------------|
| 220 |                        | \$727,046.70       | \$683,667.00                       | \$43,379.70                        |
|     |                        | \$744,821.70       | \$703,213.98                       | \$41,607.72                        |
|     |                        | \$17,775.00        | \$19,546.98                        | -\$1,771.98                        |

\$350,038

At initial renewal, February, 2015, the District's anticipated cost for Certificated and Management was \$2,598,257. After plan design review, the District introduced a Narrow Network Plan Option within the Blue Shield HMO. By providing this option, Blue Shield revised their negotiated HMO rates and the renewal decreased by \$794,000. Approximately \$294,000 is for the Certificated/Mgmt Unit- Retirees and Active employees. The final cost will not be known until Open Enrollment (SAUSD's plan year is from July 1-June 30) is completed. Post Open Enrollment (which closes May 29, 2015), the District will know the movement between plans and can provide an updated cost. For the projections above, the District is reflecting the projected financial impact of introduction of the Narrow Network using an anticipated a 25% movement within the Blue Shield Network only. The District most likely will see movement from the most expensive Blue Shield PPO plan, but is not reflecting that at this time. The District will update final financial impact after labor negotiations are settled. The District currently has language in the collective bargaining agreement which forces the employees and Retirees to share 50% of the annual renewal increase. Employee and retiree contribution rates (still to be determined) are also not reflected here. Labor has until November 1st of each year to finalize rates with retroactivity.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

**Yes. The beginning balance will be utilized to cover the deficit spending in 2014-15 as well as 2016-17.**

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**G. Source of Funding for Proposed Agreement**

1. Current Year

**General Fund and other Funds**

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

**It will be funded with ongoing revenue plus new revenue for that year as well as the beginning balance**

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **SANTA ANA EDUCATORS' ASSOCIATION**

|   | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                       | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                          | \$ 17,886,088   | \$ -                                     | \$ -            | \$ 17,886,088                           |
| <b>TOTAL REVENUES</b>                                   | \$ 433,786,080  | \$ -                                     | \$ -            | \$ 433,786,080                          |
| <b>EXPENDITURES</b>                                     |   |  |                 |   |
| Certificated Salaries (1000-1999)                       | \$ 194,365,244  | \$ -                                     | \$ -            | \$ 194,365,244                          |
| Classified Salaries (2000-2999)                         | \$ 47,359,378   | \$ -                                     | \$ -            | \$ 47,359,378                           |
| Employee Benefits (3000-3999)                           | \$ 75,694,651   | \$ -                                     | \$ -            | \$ 75,694,651                           |
| Books and Supplies (4000-4999)                          | \$ 8,631,773  | \$ -                                     | \$ -            | \$ 8,631,773                            |
| Services, Other Operating Expenses (5000-5999)          | \$ 38,466,177   | \$ -                                     | \$ -            | \$ 38,466,177                           |
| Capital Outlay (6000-6599)                              | \$ 3,733,490  | \$ -                                     | \$ -            | \$ 3,733,490                            |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 2,254,851  | \$ -                                     | \$ -            | \$ 2,254,851                            |
| Direct Support/Indirect Cost (7300-7399)                | \$ (7,272,316)  | \$ -                                     | \$ -            | \$ (7,272,316)                          |
| Other Adjustments                                       |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 363,233,247  | \$ -                                     | \$ -            | \$ 363,233,247                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ 70,552,833   | \$ -                                     | \$ -            | \$ 70,552,833                           |
| TRANSFERS IN & OTHER SOURCES (8910-8979)                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| TRANSFERS OUT & OTHER USES (7610-7699)                  | \$ 4,648,985  | \$ -                                     | \$ -            | \$ 4,648,985                            |
| CONTRIBUTIONS (8980-8999)                               | \$ (65,441,418)   | \$ -                                     | \$ -            | \$ (65,441,418)                         |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ 462,430  | \$ -                                     | \$ -            | \$ 462,430                              |
| <b>BEGINNING BALANCE</b>                                | \$ 25,018,135   |  |                 | \$ 25,018,135                           |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$  |  |                 | \$                                      |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 25,480,565   | \$ -                                     | \$ -            | \$ 25,480,565                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                       | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                              | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Stabilization Arrangements (9750)                       | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)               | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **SANTA ANA EDUCATORS' ASSOCIATION**

|   | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                       | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Remaining Revenues (8100-8799)                          | \$ 110,283,580  | \$ -                                     | \$ -            | \$ 110,283,580                          |
| <b>TOTAL REVENUES</b>                                   | \$ 110,283,580  | \$ -                                     | \$ -            | \$ 110,283,580                          |
| <b>EXPENDITURES</b>                                     |   |  |                 |   |
| Certificated Salaries (1000-1999)                       | \$ 65,641,972   | \$ -                                     | \$ -            | \$ 65,641,972                           |
| Classified Salaries (2000-2999)                         | \$ 30,988,669   | \$ -                                     | \$ -            | \$ 30,988,669                           |
| Employee Benefits (3000-3999)                           | \$ 32,200,008   | \$ -                                     | \$ -            | \$ 32,200,008                           |
| Books and Supplies (4000-4999)                          | \$ 19,774,107   | \$ -                                     | \$ -            | \$ 19,774,107                           |
| Services, Other Operating Expenses (5000-5999)          | \$ 23,595,160   | \$ -                                     | \$ -            | \$ 23,595,160                           |
| Capital Outlay (6000-6599)                              | \$ 7,143,907  | \$ -                                     | \$ -            | \$ 7,143,907                            |
| Other Outgo (7100-7299) (7400-7499)                     | \$ 3,089,875  | \$ -                                     | \$ -            | \$ 3,089,875                            |
| Direct Support/Indirect Cost (7300-7399)                | \$ 5,227,479  | \$ -                                     | \$ -            | \$ 5,227,479                            |
| Other Adjustments                                       |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                               | \$ 187,661,177  | \$ -                                     | \$ -            | \$ 187,661,177                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$ (77,377,597)   | \$ -                                     | \$ -            | \$ (77,377,597)                         |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       | \$ 90,950   | \$ -                                     | \$ -            | \$ 90,950                               |
| <b>CONTRIBUTIONS (8980-8999)</b>                        | \$ 65,441,418   | \$ -                                     | \$ -            | \$ 65,441,418                           |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | \$ (12,027,129)   | \$ -                                     | \$ -            | \$ (12,027,129)                         |
| <b>BEGINNING BALANCE</b>                                | \$ 17,445,539   |  |                 | \$ 17,445,539                           |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$  |  |                 | \$                                      |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                       | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Restricted Reserves (9740)                              | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| Stabilization Arrangements (9750)                       | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Commitments (9760)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Reserve for Economic Uncertainties (9789)               | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Unassigned/Unappropriated (9790)                        | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.



**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **SANTA ANA EDUCATORS' ASSOCIATION**

|   | <b>Column 1</b>   | <b>Column 2</b>                          | <b>Column 3</b> | <b>Column 4</b>                         |
|---|---|--|-----------------|---|
|   | Latest Board-<br>Approved Budget<br>Before Settlement<br>(As of 03/10/2015) | Adjustments as a<br>Result of Settlement | Other Revisions | Total Current Budget<br>(Columns 1+2+3) |
| <b>REVENUES</b>   |   |  |                 |   |
| Revenue Limit Sources (8010-8099)                           | \$ 415,899,992  | \$ -                                     | \$ -            | \$ 415,899,992                          |
| Remaining Revenues (8100-8799)                              | \$ 128,169,668  | \$ -                                     | \$ -            | \$ 128,169,668                          |
| <b>TOTAL REVENUES</b>                                       | \$ 544,069,660  | \$ -                                     | \$ -            | \$ 544,069,660                          |
| <b>EXPENDITURES</b>   |   |  |                 |   |
| Certificated Salaries (1000-1999)                           | \$ 260,007,216  | \$ -                                     | \$ -            | \$ 260,007,216                          |
| Classified Salaries (2000-2999)                             | \$ 78,348,047   | \$ -                                     | \$ -            | \$ 78,348,047                           |
| Employee Benefits (3000-3999)                               | \$ 107,894,659  | \$ -                                     | \$ -            | \$ 107,894,659                          |
| Books and Supplies (4000-4999)                              | \$ 28,405,880   | \$ -                                     | \$ -            | \$ 28,405,880                           |
| Services, Other Operating Expenses (5000-5999)              | \$ 62,061,337   | \$ -                                     | \$ -            | \$ 62,061,337                           |
| Capital Outlay (6000-6599)                                  | \$ 10,877,397   | \$ -                                     | \$ -            | \$ 10,877,397                           |
| Other Outgo (7100-7299) (7400-7499)                         | \$ 5,344,726  | \$ -                                     | \$ -            | \$ 5,344,726                            |
| Direct Support/Indirect Cost (7300-7399)                    | \$ (2,044,838)  | \$ -                                     | \$ -            | \$ (2,044,838)                          |
| Other Adjustments   |   |  |                 |   |
| <b>TOTAL EXPENDITURES</b>                                   | \$ 550,894,424  | \$ -                                     | \$ -            | \$ 550,894,424                          |
| <b>OPERATING SURPLUS (DEFICIT)</b>                          | \$ (6,824,764)  | \$ -                                     | \$ -            | \$ (6,824,764)                          |
| TRANSFERS IN & OTHER SOURCES (8910-8979)                    | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| TRANSFERS OUT & OTHER USES (7610-7699)                      | \$ 4,739,935  | \$ -                                     | \$ -            | \$ 4,739,935                            |
| CONTRIBUTIONS (8980-8999)                                   | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| <b>CURRENT YEAR INCREASE (DECREASE) IN<br/>FUND BALANCE</b> | \$ (11,564,699)   | \$ -                                     | \$ -            | \$ (11,564,699)                         |
| <b>BEGINNING BALANCE</b>                                    | \$ 42,463,674   |  |                 | \$ 42,463,674                           |
| Prior-Year Adjustments/Restatements (9793/9795)             | \$  |  |                 | \$                                      |
| <b>CURRENT-YEAR ENDING BALANCE</b>                          | \$ 30,898,975   | \$ -                                     | \$ -            | \$ 30,898,975                           |
| <b>COMPONENTS OF ENDING BALANCE:</b>                        |   |  |                 |   |
| Nonspendable Reserves (9711-9719)                           | \$ 1,170,000  | \$ -                                     | \$ -            | \$ 1,170,000                            |
| Restricted Reserves (9740)                                  | \$ 5,418,410  | \$ -                                     | \$ -            | \$ 5,418,410                            |
| Stabilization Arrangements (9750)                           | \$ 6,313,467  | \$ -                                     | \$ -            | \$ 6,313,467                            |
| Other Commitments (9760)                                    | \$ -  | \$ -                                     | \$ -            | \$ -                                    |
| Other Assignments (9780)                                    | \$ 6,884,411  | \$ -                                     | \$ -            | \$ 6,884,411                            |
| Reserve for Economic Uncertainties (9789)                   | \$ 11,112,687   | \$ -                                     | \$ -            | \$ 11,112,687                           |
| Unassigned/Unappropriated (9790)                            | \$ -  | \$ -                                     | \$ -            | \$ -                                    |

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **SANTA ANA EDUCATORS' ASSOCIATION**

|   | 2014-15                                  | 2015-16                                   | 2016-17                                    |
|---|--|---|--|
|   | Total Current Budget<br>After Settlement | First Subsequent Year<br>After Settlement | Second Subsequent Year<br>After Settlement |
| <b>REVENUES</b>   |  |   |  |
| Revenue Limit Sources (8010-8099)   | \$ 415,899,992                           | \$ 457,637,832                            | \$ 475,371,899                             |
| Remaining Revenues (8100-8799)  | \$ 128,169,668                           | \$ 114,433,607                            | \$ 113,877,009                             |
| <b>TOTAL REVENUES</b>   | \$ 544,069,660                           | \$ 572,071,439                            | \$ 589,248,908                             |
| <b>EXPENDITURES</b>   |  |   |  |
| Certificated Salaries (1000-1999)   | \$ 260,007,216                           | \$ 265,570,523                            | \$ 272,164,198                             |
| Classified Salaries (2000-2999) incl. salary raises in 2 out yrs                | \$ 78,348,047                            | \$ 85,545,766                             | \$ 86,670,362                              |
| Employee Benefits (3000-3999) incl. Health incr in 2 out yrs for<br>CSEA & SAEA | \$ 107,894,659                           | \$ 124,380,832                            | \$ 137,519,166                             |
| Books and Supplies (4000-4999)  | \$ 28,405,880                            | \$ 20,782,043                             | \$ 20,539,794                              |
| Services, Other Operating Expenses (5000-5999)                                  | \$ 62,061,337                            | \$ 63,229,299                             | \$ 64,144,343                              |
| Capital Outlay (6000-6999)  | \$ 10,877,397                            | \$ 4,078,776                              | \$ 3,391,820                               |
| Other Outgo (7100-7299) (7400-7499)   | \$ 5,344,726                             | \$ 5,683,521                              | \$ 5,881,506                               |
| Direct Support/Indirect Cost (7300-7399)  | \$ (2,044,838)                           | \$ (2,906,396)                            | \$ (2,906,396)                             |
| Other Adjustments   |  |   |  |
| <b>TOTAL EXPENDITURES</b>   | \$ 550,894,424                           | \$ 566,364,363                            | \$ 587,404,792                             |
| OPERATING SURPLUS (DEFICIT)   | \$ (6,824,764)                           | \$ 5,707,077                              | \$ 1,844,116                               |
| TRANSFERS IN & OTHER SOURCES (8910-8979)  | \$ -                                     | \$ -                                      | \$ -                                       |
| TRANSFERS OUT & OTHER USES (7610-7699)  | \$ 4,739,935                             | \$ 4,798,685                              | \$ 5,779,685                               |
| CURRENT YEAR INCREASE (DECREASE) IN FUND<br>BALANCE                             | \$ (11,564,699)                          | \$ 908,392                                | \$ (3,935,569)                             |
| <b>BEGINNING BALANCE</b>  | \$ 42,463,674                            | \$ 30,898,975                             | \$ 31,807,367                              |
| <b>CURRENT-YEAR ENDING BALANCE</b>  | \$ 30,898,975                            | \$ 31,807,367                             | \$ 27,871,798                              |
| <b>COMPONENTS OF ENDING BALANCE:</b>  |  |   |  |
| Nonspendable Reserves (9711-9719)   | \$ 1,170,000                             | \$ 1,170,000                              | \$ 1,170,000                               |
| Restricted Reserves (9740)  | \$ 5,418,410                             | \$ 5,901,414                              | \$ 7,688,582                               |
| Stabilization Arrangements (9750)   | \$ 6,313,467                             | \$ (0)                                    | \$ (0)                                     |
| Other Commitments (9760)  | \$ -                                     | \$ -                                      | \$ -                                       |
| Other Assignments (9780)  | \$ 6,884,411                             | \$ 13,312,692                             | \$ 7,149,526                               |
| Reserve for Economic Uncertainties (9789)                                       | \$ 11,112,687                            | \$ 11,423,261                             | \$ 11,863,690                              |
| Unassigned/Unappropriated (9790)  | \$ -                                     | \$ -                                      | \$ -                                       |

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

|    |  | 2014-15        | 2015-16        | 2016-17        |
|----|--|----------------|----------------|----------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)   | \$ 555,634,359 | \$ 571,163,047 | \$ 593,184,477 |
| b. | State Standard Minimum Reserve Percentage for this District<br>enter percentage:   | 2.00%          | 2.00%          | 2.00%          |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000) | \$ 11,112,687  | \$ 11,423,261  | \$ 11,863,690  |

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

|    |   |               |               |               |
|----|---|---------------|---------------|---------------|
| a. | General Fund Budgeted Unrestricted Stabilization Arrangements (9750)              | \$ 6,313,467  | \$ (0)        | \$ (0)        |
| b. | General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)      | \$ 11,112,687 | \$ 11,423,261 | \$ 11,863,690 |
| c. | General Fund Budgeted Unrestricted Unassigned/Unappropriated (9790)               | \$ -          | \$ -          | \$ -          |
| d. | General Fund Negative Ending Balances in Restricted Resources                     | \$ -          | \$ -          | \$ -          |
| e. | Special Reserve Fund (Fund 17) Budgeted Stabilization Arrangements (9750)         | \$ -          | \$ -          | \$ -          |
| f. | Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789) | \$ -          | \$ -          | \$ -          |
| g. | Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated (9790)          | \$ -          | \$ -          | \$ -          |
| h. | Total Available Reserves  | \$ 17,426,154 | \$ 11,423,261 | \$ 11,863,690 |
| i. | Total Available Reserves Percentage   | 3.14%         | 2.00%         | 2.00%         |

3. Do unrestricted reserves meet the state minimum reserve amount?

|         |     |                                     |    |                          |
|---------|-----|-------------------------------------|----|--------------------------|
| 2014-15 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2015-16 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2016-17 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

**K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Santa Ana Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Santa Ana Educators' Association Bargaining Unit, during the term of the agreement from July 1, 2015 to June 30, 2016.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

| <b>Budget Adjustment Categories:</b> | <b>Budget Adjustment Increase (Decrease)</b> |
|--------------------------------------|--|
| Revenues/Other Financing Sources     |  |
| Expenditures/Other Financing Uses    | -  |
| Ending Balance Increase (Decrease)   | -  |

N/A \_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Swandayani Singgih  
**Contact Person**

\_\_\_\_\_  
(714) 558-5895  
**Phone**



Memorandum of Understanding (MOU)

Between

Santa Ana Unified School District (SAUSD)



And

Santa Ana Educators' Association (SAEA)

April 1, 2015

The following constitutes an agreement between the Santa Ana Educators' Association (SAEA) and the Santa Ana Unified School District (SAUSD) dated April 1, 2015 as it relates to Article XV:Employee Benefits.

- 1) Both parties agree to this MOU due to the unique circumstances surrounding Article XV:Employee Benefits and the approaching open enrollment period affecting the 2015-16 plan year.
- 2) Both parties agree to add a fourth Narrow Network Plan option (currently Blue Shield SaveNet) as voted on by the HBA at its March 18, 2015 meeting.
- 3) Employee and Retiree contributions shall be 2% of the premium for the Narrow Network Plan (currently Blue Shield SaveNet).
- 4) Once a Tentative Agreement is reached between the SAEA and the SAUSD for the 2015-16 CBA, this MOU shall become part of its Tentative Agreement.
- 5) This MOU is non-precedent setting.

 4/1/15  4-1-15

Mark A. McKinney  
Associate Superintendent  
Santa Ana Unified School District

Date

Barbara Pearson  
Bargaining Chair  
Santa Ana Educators' Association

Date





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Conduct a Public Hearing for Consideration of Adoption of 2015 – 2016 Local Control and Accountability Plan

**ITEM:** Public Hearing

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

**PREPARED BY:** Lucinda Pueblos, Assistant Superintendent, K-12 School Performance and Culture

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a Public Hearing for the consideration of adoption of the 2015-16 Local Control and Accountability Plan (LCAP). Education Code Section 52062(b)(1) requires a school district governing board to hold a public hearing on the 2015-16 LCAP to adopt a Local Control and Accountability Plan.

**RATIONALE:**

In June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give school district more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control and Accountability Plan or LCAP. Each school district, in developing its LCAP, must address eight state priorities and solicit input and consult with parents, teachers, school administrators, school employees, students, and employee organizations. As part of the process, each school district is required to hold at least one public hearing to solicit the recommendations and comments of the members of the public regarding the specific actions and expenditures proposed to be included in the LCAP.

At a subsequent board meeting to the public hearing, the Board is required to adopt the LCAP in a public meeting. The subsequent meeting is required to be the same meeting in which the Board adopts the budget for the 2015-16 school year. The adoption of the 2015-16 Local Control and Accountability Plan and the 2015-16 Budget is scheduled for the June 23, 2015, Board meeting.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing on June 9, 2015 for consideration of adoption of the 2015-16 Local Control and Accountability Plan.

DH:lr



# **LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) PUBLIC HEARING**

**BOARD OF EDUCATION**

**JUNE 9, 2015**

# STATE & LOCAL PRIORITIES

## EIGHT STATE PRIORITIES

1. Student Achievement
2. Parental Involvement
3. Student Engagement
4. Basic Services
5. Other Outcomes
6. Implementation of New Standards
7. School Climate
8. Course Access

## LOCAL PRIORITIES (3 categories)

### Teaching and Learning

- » Student Achievement
- » Implementation of New Standards
- » Course Access

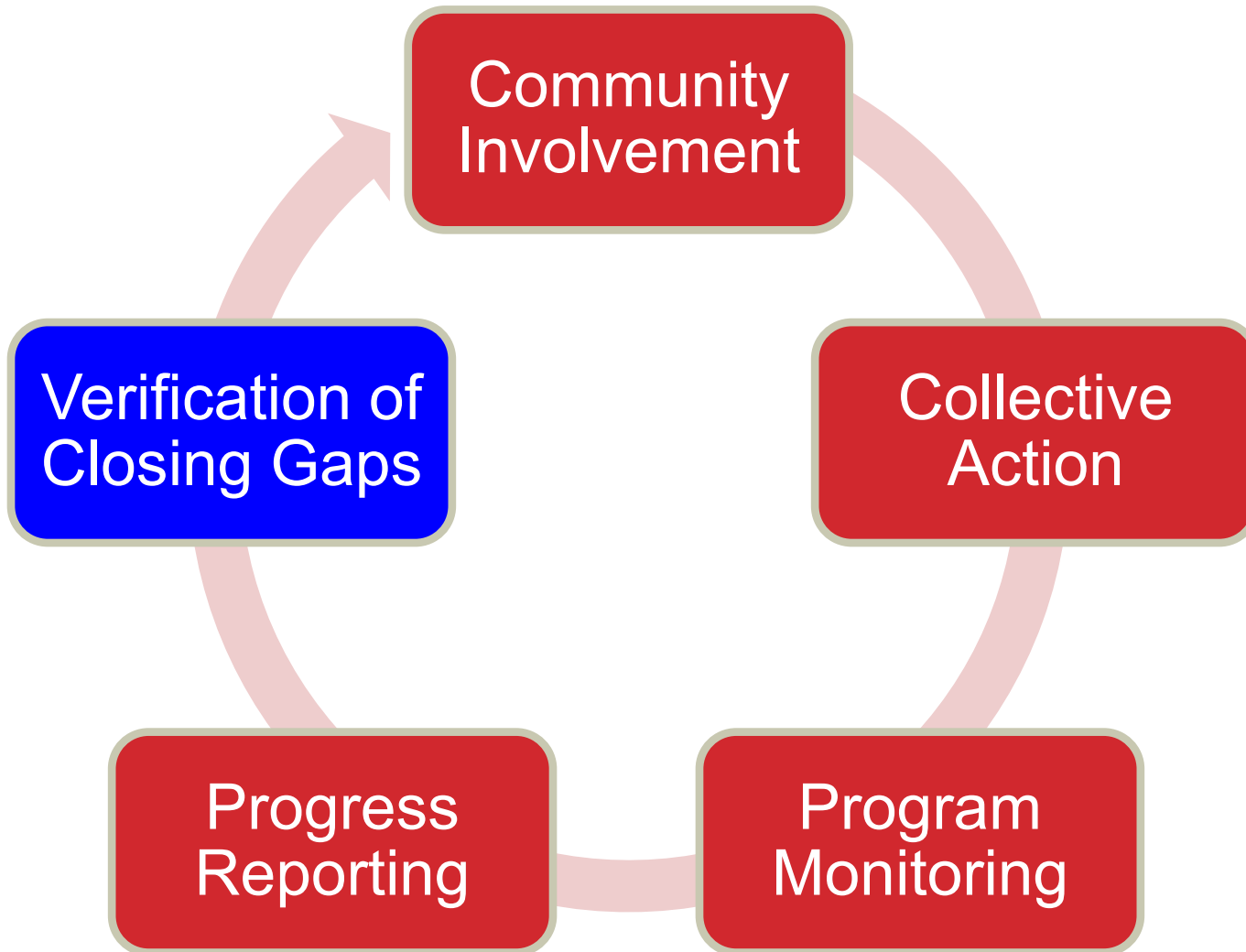
### Engagement

- » Basic Services
- » Student Engagement
- » Other Outcomes

### School Climate and Safety

- » School Climate
- » Parental Involvement
- » Restorative Practices

# LCAP THEORY OF ACTION



# OLD TEMPLATE VS. NEW TEMPLATE

## New LCAP template implemented for LCAP 2015-2016

2014-2015

| Identified Need and Metric<br>(What needs have been identified and what metrics are used to measure progress?) | Goals               |   |   | Annual Update: Analysis of Progress | What will be different/improved for students? (based on identified metric) |                 |                 | Related State and Local Priorities<br>(Identify specific state priority. For districts and COEs, all priorities in statute must be included and identified; each goal may be linked to more than one priority if appropriate.) |
|--|---------------------|---|---|-------------------------------------|--|-----------------|-----------------|--|
|  | Description of Goal | Applicable Pupil Subgroups (Identify applicable subgroups (as defined in EC 52052) or indicate "all" for all pupils.) | School(s) Affected (Indicate "all" if the goal applies to all schools in the LEA, or alternatively, all high schools, for example.) |                                     | LCAP YEAR<br>Year 1: 20XX-XX   | Year 2: 20XX-XX | Year 3: 20XX-XX |  |
|  |                     |   |   |                                     |  |                 |                 |  |

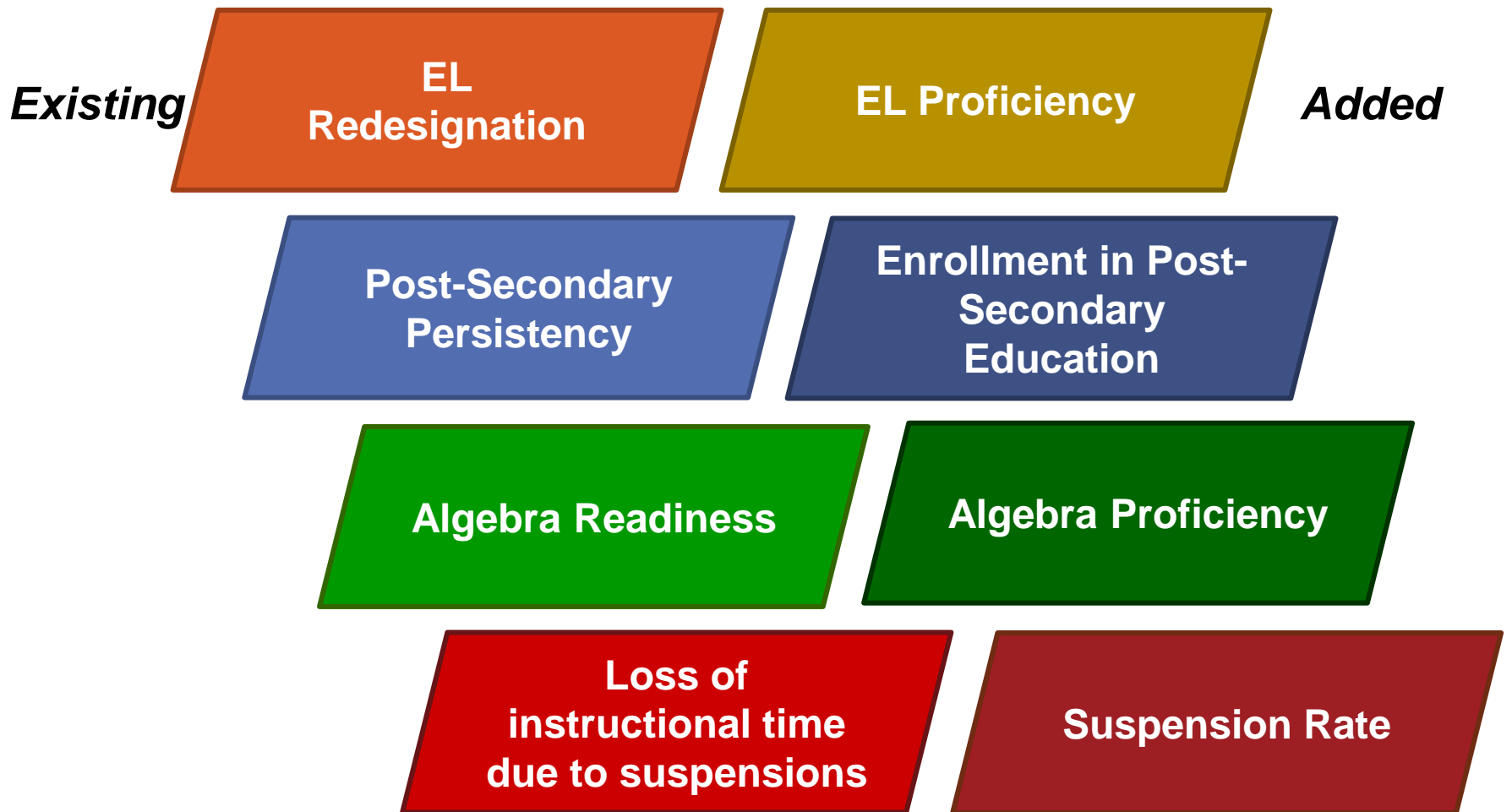
Old LCAP

2015-2016

|                                      |                                   |                  |   |   |
|--------------------------------------|-----------------------------------|------------------|---|---|
| GOAL:                                |                                   |                  |   | Related State and/or Local Priorities:<br>1_ 2_ 3_ 4_ 5_ 6_ 7_ 8_<br>COE only: 9_ 10_<br>Local: Specify _____ |
| Identified Need:                     |                                   |                  |   |   |
| Goal Applies to:                     | Schools: _____                    |                  |   |   |
|                                      | Applicable Pupil Subgroups: _____ |                  |   |   |
| Expected Annual Measurable Outcomes: | LCAP Year 1: xxxx-xx              |                  |   |   |
|                                      | Actions/Services                  | Scope of Service | Pupils to be served within identified scope of service  | Budgeted Expenditures   |
|                                      |                                   |                  | <input type="checkbox"/> ALL<br>OR:<br><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners<br><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient<br><input type="checkbox"/> Other Subgroups: (Specify) _____ |   |
|                                      |                                   |                  | <input type="checkbox"/> ALL<br>OR:<br><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners<br><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient<br><input type="checkbox"/> Other Subgroups: (Specify) _____ |   |

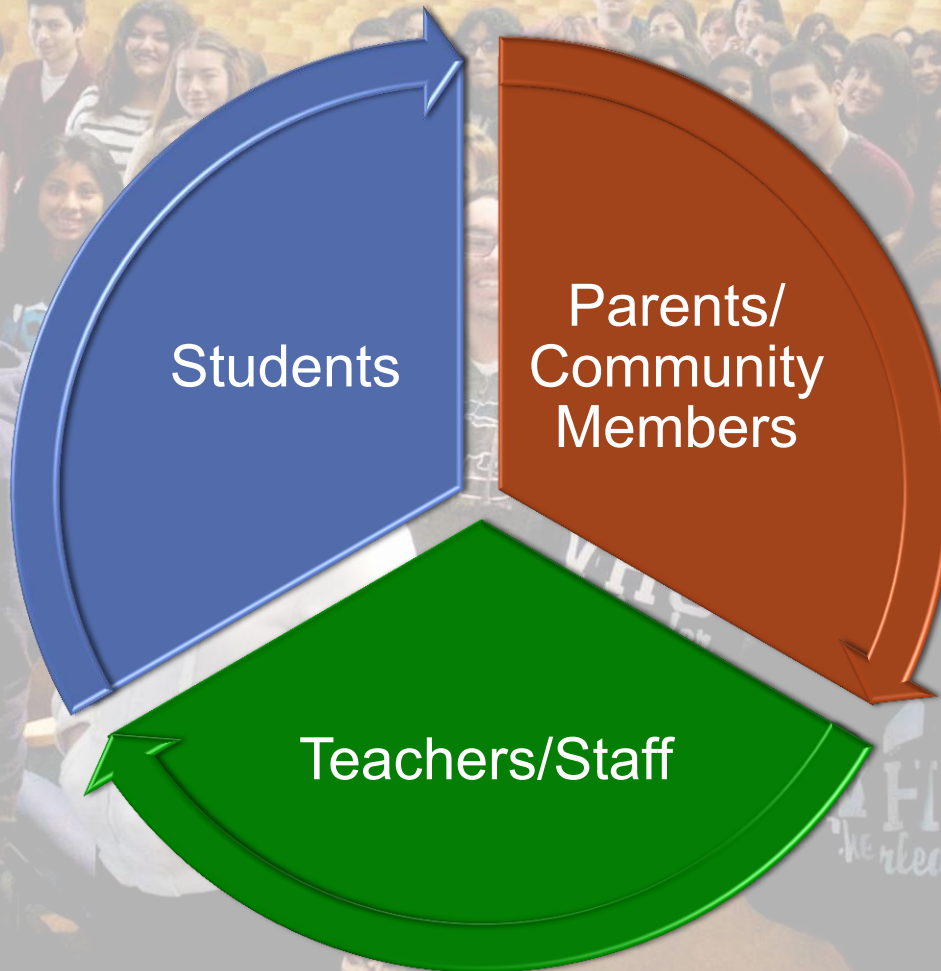
New LCAP

# EXAMPLES OF NEW METRICS 2015-16





# STAKEHOLDER ENGAGEMENT AND INPUT



# STUDENTS/PARENTS/STAFF/COMMUNITY



Access to  
Technology and  
Internet



Academic  
Support

Bilingual  
Programs



Communication  
of Academic  
Progress



Extracurricular  
Programs

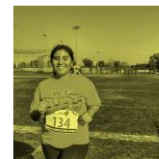


Consistent  
Disciplinary  
Practices

College, CTE,  
Internships



Extend  
Library Hours



Health and  
Wellness

# GOAL 1: TEACHING & LEARNING

**ALL STUDENTS WILL DEMONSTRATE THE KNOWLEDGE, SKILLS, AND VALUES NECESSARY TO BECOME PRODUCTIVE CITIZENS IN THE 21ST CENTURY.**

## Base Program

21<sup>st</sup> Century Learning

Access to Technology

College and Career Academies/Pathways

Growth-Based Assessments  
(NWEA MAP)

## Enrichment

Dual Enrollment

Dual Language/Biliteracy

Summer Bridge

STEM K-12 (PLTW)

International Baccalaureate

Advanced Learning Academy

# GOAL 2: ENGAGEMENT

**STUDENTS NEED EQUITABLE ACCESS TO A HIGH QUALITY CURRICULAR AND INSTRUCTIONAL PROGRAM THAT IS ACCESSIBLE FROM SCHOOL AND HOME.**

## Base Program

Access to Technology

Digital Resources

School Internet Access

Professional Development

## Enrichment

Interventions, Support, & Advancement

AVID/MESA

Increased VAPA Courses (K-12)

Project-Based Learning

Online/Virtual Learning

Parent Education and Support

# GOAL 3: SAFETY & CLIMATE

**ALL STUDENTS AND STAFF WILL WORK IN A HEALTHY, SAFE, AND SECURE ENVIRONMENT THAT SUPPORTS LEARNING.**

## Base Program

Welcoming Environment

Health and Wellness Programs

Positive Behavior Interventions & Supports (PBIS)

21<sup>st</sup> Century Classrooms

Parent Involvement

## Enrichment

Expansion & Coordination of Mental Health Services

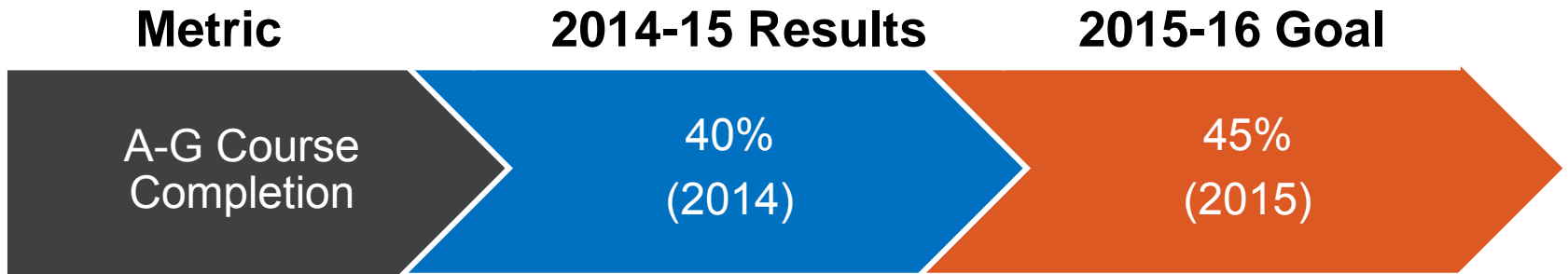
K-8 Intramural Sports Programs

Summer Programs & Enrichment

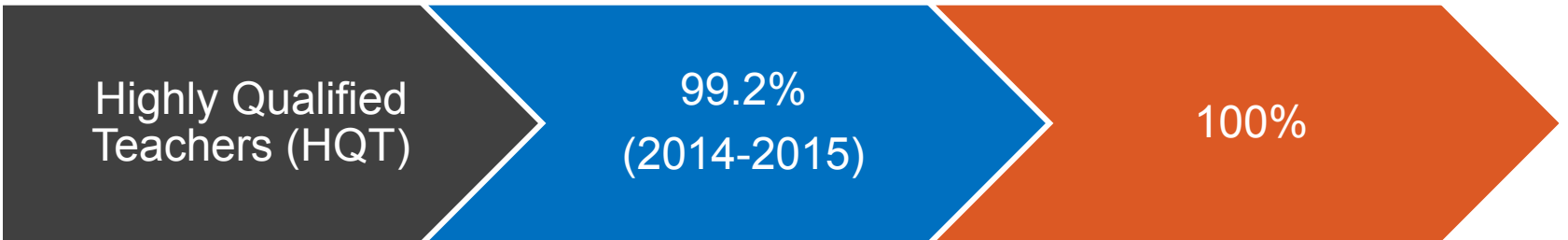
School Climate Committee

Higher Education & Community Partnership

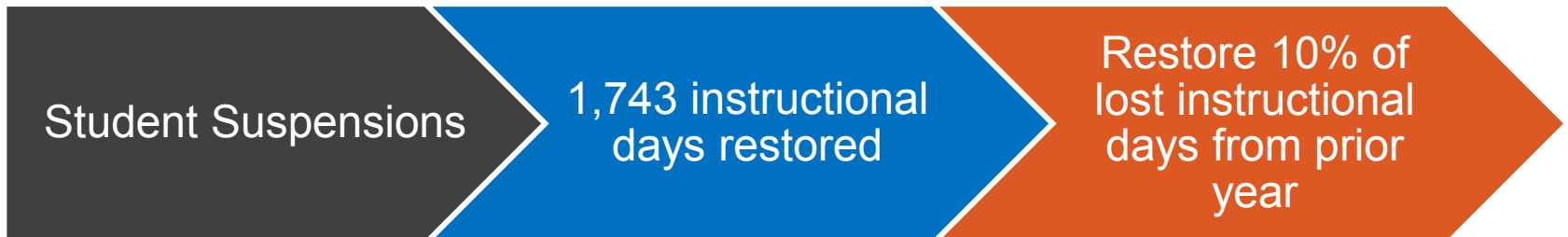
# GOAL 1: TEACHING & LEARNING



# GOAL 2: ENGAGEMENT



# GOAL 3: SAFETY & CLIMATE



# LCAP TIMELINE - SAUSD

**Updating the LCAP** Ongoing Program Monitoring

**Board of Education Presentation** May & June 2015

**Public Hearing**

June 9, 2015

**DAC, DELAC and OCDE feedback**

June, 2015

**Board Adoption of 2015-18 LCAP**

June 23, 2015

**County Office Approval of LCAP & Budget by**  
August 15, 2015

**Board of Education Presentation** August 25, 2015

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Conduct a Public Hearing for Consideration of Adoption of 2015-16 Budget

**ITEM:** Public Hearing

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

**PREPARED BY:** Swandayani Singgih, Director, Budget

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to conduct a public hearing for the consideration of adoption of the 2015-16 Budget. Education Code Section 42127(a) requires school district governing boards to hold a public hearing on the 2015-16 Budget on or before July 1, 2015, before adoption. The budget and supporting data is available for public inspection at 1601 East Chestnut Avenue, Santa Ana, California.

**RATIONALE:**

Education Code Section 52062(b)(2) includes a new requirement effective with the 2015-16 fiscal year. Previously, the public hearing and adoption of the proposed budget occurred during the same board meeting in June. With the new regulation, the public meeting at which a school district governing board adopts a budget, must be held *after*, but not on the same day as, the public hearing.

The proposed budget cannot be adopted until after the Local Control and Accountability Plan (LCAP) is adopted and the Plan must be adopted at a public meeting after and separate from its public hearing. The public hearing for the Plan is scheduled for the June 9, 2015, Board meeting; while the adoption of both the LCAP and the 2015-16 Budget is scheduled for the June 23, 2015, Board meeting.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing on June 9, 2015 for consideration of adoption of the 2015-16 Budget.

SP:mm







**2015-16  
SAUSD BUDGET PRESENTATION  
JUNE 9, 2015**



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

# AGENDA

2

- ❑ **LCFF Summary**
- ❑ **Governor's May Revision Highlights**
- ❑ **SAUSD Budget Development Assumptions**
- ❑ **Multi-Year Projection (MYP) and Ending Fund Balance**
- ❑ **Next Steps**



# STATE FUNDING: LOCAL CONTROL FUNDING FORMULA

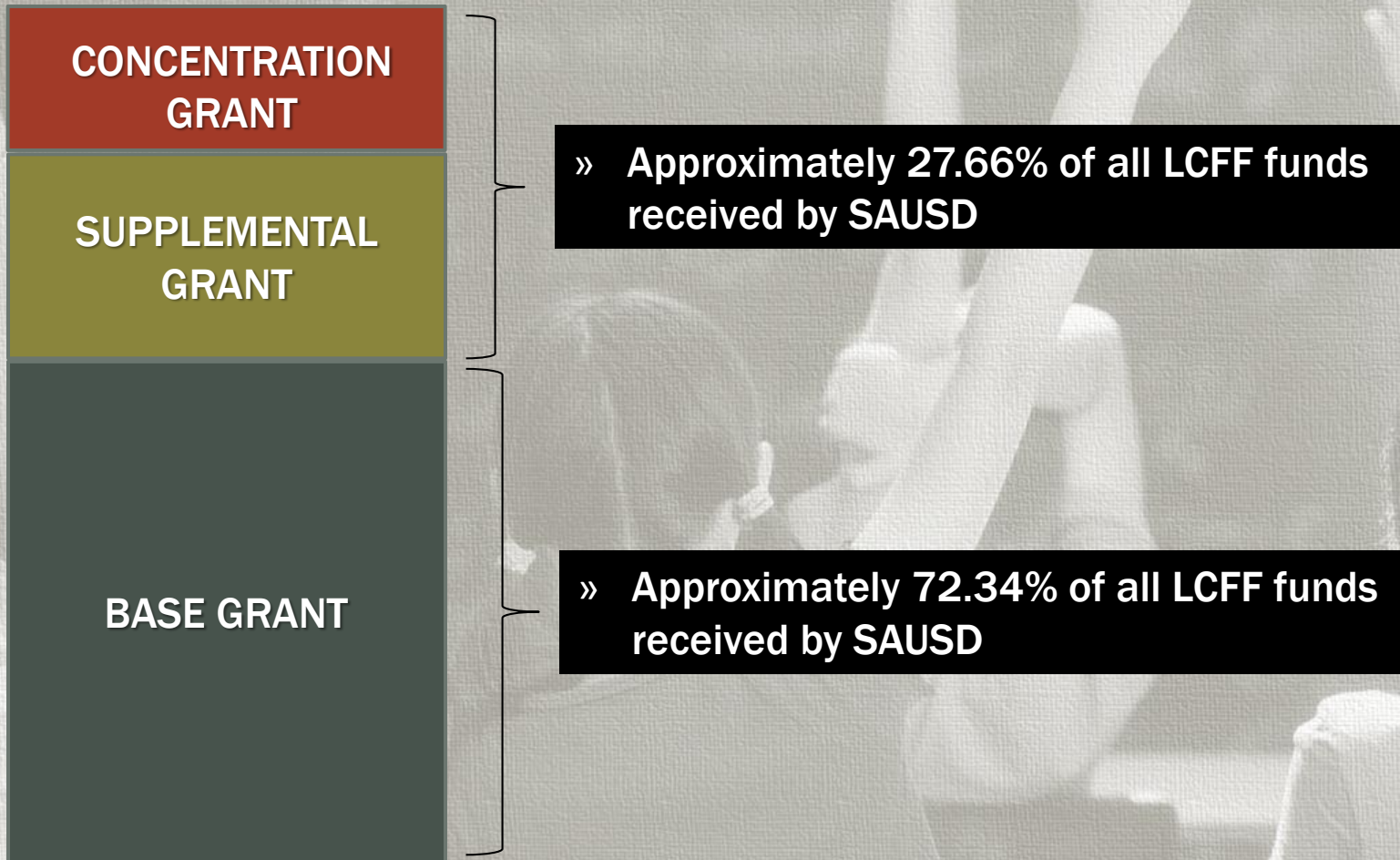
3

- The implementation of the Local Control Funding Formula (LCFF) is over an 8-year timeframe
  - ▣ The 2020-21 LCFF target is recalculated each year
    - The difference between prior year funding and the 2020-21 target is defined as the “gap”
    - A percentage of the “gap” is then funded through the State budget process

**There is no guarantee that any, or all, of the gap will be funded each year, creating potential budget volatility**

# STATE FUNDING: LCFF REVIEW

4





# GOVERNOR'S MAY REVISION

5

- **Ongoing adjustments that were proposed include:**
  - Increased the projected Gap Funding of 32.19% to 53.08%
  - **Base Grant funds –funds that serve all students**
    - Decrease of COLA from 1.58% to 1.02% (before Gap Funding adjustment)
    - Includes add-on funding for specific purposes
      - K-3 CSR (implementation based upon current collective bargaining contract)
      - CTE add-on 9-12
- **Additional one-time dollars are proposed (\$601/ADA)**
  - Suggested to fund technology for SBAC, New State Standards Implementation, professional development, and reimbursement for past year mandates (“Wall of Debt”)
- **The Budget process has not concluded**



# SAUSD BUDGET DEVELOPMENT ASSUMPTIONS

6

- ❑ **2015-16 Gap Funding Revenue increased from 32.19% to 53.08% since 2<sup>nd</sup> Interim (\$71.6M)**
- ❑ **Increased costs for STRS/PERS, Health and Welfare, Sick Leave Benefits and the Affordable Care Act (\$7.9M)**
- ❑ **Increased Special Education costs (\$3.5M)**
- ❑ **Loss of ROP Funding 2015-16 (\$2.9M)**

# MAJOR CHANGES SINCE SECOND INTERIM BUDGET REPORT : REVENUE

7

| <b>REVENUE ADJUSTMENTS – 2014-15</b>                 | <b>\$<br/>(in millions)</b> |
|--|-----------------------------|
| <b>Current year LCFF on-going funding adjustment</b> | <b>(\$1.4 million)</b>      |

| <b>REVENUE ADJUSTMENTS – 2015-16</b>                              | <b>\$<br/>(in millions)</b> |
|---|-----------------------------|
| <b>Gap funding at 53.08% in LCFF funding projection</b>           | <b>\$71.55 million</b>      |
| <b>One-time funds will be included after State Budget enacted</b> | <b>-</b>                    |



# MAJOR CHANGES SINCE SECOND INTERIM BUDGET REPORT: ESTIMATED EXPENDITURES

8

| <b>EXPENDITURE ADJUSTMENTS – 2015-16</b>   | <b>\$<br/>(in millions)</b> |
|--|-----------------------------|
| <b>LCAP Priorities</b>                     | <b>\$12.4 million</b>       |
| <b>Special Education staffing increase</b> | <b>\$3.5 million</b>        |
| <b>STRS/PERS Increase</b>                  | <b>\$4.2 million</b>        |
| <b>Health &amp; Welfare</b>                | <b>\$2.2 million</b>        |
| <b>Affordable Care/Sick Leave</b>          | <b>\$1.5 million</b>        |
| <b>CTE Expense (ROP pass through)</b>      | <b>\$2.9 million</b>        |
| <b>Routine Restricted Maintenance</b>      | <b>\$3.5 million</b>        |
| <b>Lower Class Size</b>                    | <b>\$9.6 million</b>        |

# REVIEW OF JULY 1 BUDGET MYP UNRESTRICTED FUNDS

9

| <b>MULTI-YEAR PROJECTIONS<br/>@ July 1 Budget</b> | <b>Base Year<br/>2015-16</b> | <b>2016-17</b>      | <b>2017-18</b>      |
|---|------------------------------|---------------------|---------------------|
| REVENUE   | \$510,649,896                | \$516,444,850       | \$533,428,294       |
| EXPENDITURES                                      | \$412,137,496                | \$412,162,113       | \$425,897,850       |
| OTHER FINANCING SOURCES/USES                      | (\$79,787,186)               | (\$86,864,093)      | (\$90,622,448)      |
| <b>NET INCREASE/DECREASE (DEFICIT SPENDING)</b>   | <b>\$18,725,214</b>          | <b>\$17,418,644</b> | <b>\$16,907,996</b> |
| BEGINNING BALANCE                                 | \$23,489,973                 | \$42,215,187        | \$59,633,831        |
| (DEFICIT SPENDING) / SURPLUS                      | \$18,725,214                 | \$17,418,644        | \$16,907,997        |
| <b>ENDING BALANCE</b>                             | <b>\$42,215,187</b>          | <b>\$59,633,831</b> | <b>\$76,541,827</b> |
| <b>COMPONENTS OF ENDING BALANCE:</b>              |                              |                     |                     |
| NON SPENDABLE                                     | \$1,170,000                  | \$1,170,000         | \$1,170,000         |
| COMMITTED BALANCE                                 | \$7,547,582                  | \$6,689,913         | \$6,012,633         |
| OTHER ASSIGNMENTS                                 | \$21,834,951                 | \$39,968,932        | \$57,231,489        |
| ECONOMIC UNCERTAINTIES                            | \$11,662,654                 | \$11,804,986        | \$12,127,706        |



# RESERVE AMOUNTS ABOVE THE STATUTORY REQUIREMENT

10

|  |                     |
|--|---------------------|
| <b>Total Assigned/Unassigned Fund Balance</b>              | <b>\$21,834,951</b> |
| <b>Allowed With No Explanation: 2% Operational Reserve</b> | <b>\$11,662,654</b> |
| <b>Fund Balance that Requires a Statement of Reasons</b>   | <b>\$10,172,297</b> |

- **Reasons for Reserve**
  - **LCAP Priorities**
  - **Mitigating volatility in funding or expenditures**
  - **Instructional Materials/Adoptions**
  - **Addressing unexpected costs**

# PROJECTED ENDING FUND BALANCES (ALL OTHER FUNDS)

11

| Fund (all \$s in 000's)                  | 2014-15<br>Estimated Actuals | 2015-16<br>July 1 Budget |
|--|------------------------------|--------------------------|
| Fund 11 - Adult Education                | \$0                          | \$0                      |
| Fund 12 - Child Development              | \$71                         | \$71                     |
| Fund 13 - Cafeteria                      | \$16,279                     | \$12,787                 |
| Fund 14 - Deferred Maintenance           | \$126                        | \$126                    |
| Fund 17 - Special Reserve                | \$0                          | \$0                      |
| Fund 21 - Building                       | \$13,727                     | \$5,384                  |
| Fund 25 - Capital Facilities             | \$7,355                      | \$5,574                  |
| Fund 35 - School Facilities              | \$30,187                     | \$4,870                  |
| Fund 40 - Special Reserve/Capital Outlay | \$14,242                     | \$766                    |
| Fund 49 - Capital Projects (COP)         | \$951                        | \$1,092                  |
| Fund 51 - Bond Interest & Redemption     | \$16,589                     | \$15,998                 |
| Fund 56 - Debt Service                   | \$8,830                      | \$9,503                  |
| Fund 67 - Self-Insurance                 | \$9,722                      | \$9,539                  |



# NEXT STEPS

12

- **June 23, 2015 Board Meeting**
  - Adoption of LCAP
  - Adoption of 2015-16 Budget
- **October 2015**
  - OCDE will approve the LCAP by the October 2015 statutory deadline



# THANK YOU

13



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Financial Impact of Affordable Care Act

**ITEM:** Information

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to inform the Board of the projected financial impact of medical benefits for those employees who were identified as being newly eligible based on the measurement period mandated by the Affordable Care Act (ACA).

To avoid penalties, the District, as a large employer, is required under the ACA Pay or Play mandate, to review historical hours worked to identify those employees who on average worked 130+ hours per month over the measurement period from May 1, 2014 to April 30, 2015.

**RATIONALE:**

The District evaluated plan designs and employee contribution strategies and is offering a Kaiser ACA medical plan to thirty-four (34) newly eligible employees under the Affordable Care Act. Those newly eligible employees and their dependents who enroll in the District offered ACA Plan will be covered for medical-only benefits beginning July 1, 2015. The cost to the District is estimated to be approximately \$70,000, if all 34 newly eligible employees enroll.

**RECOMMENDATION:**

For information only.

SP:mm





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approve or Deny Charter Petition for Proposed Citrus Springs Charter School and if Denied Adopt Resolution No. 14/15-3054 Effectuating that Action**

**ITEM:**                   **Action**

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

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

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**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 Citrus Springs Charter School, and, if the Board denies the Charter Petition, to adopt Resolution No. 14/15-3054 implementing that action. The Charter Petition was received by the District Governing Board at its meeting of April 28, 2015, and, in accordance with the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) a public hearing on the provisions of the Charter was held on May 12, 2015.

**RATIONALE:**

Review of the Charter Petition for the proposed Citrus Springs Charter School demonstrates that the Charter is deficient in a variety of respects and that approval of the Charter Petition would not be consistent with sound educational practice. Resolution No. 14/15-3054 includes a number of written factual findings specific to the Citrus Springs Charter School Charter Petition setting forth some of the most significant defects in the Charter Petition and supporting the denial of the Charter Petition.

In accordance with Education Code Section 47605(b), the written factual findings set forth in Resolution No. 14/15-3054 demonstrate that approval of the Citrus Springs Charter School Charter Petition would not be consistent with sound educational practice because:

1.     The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
  
2.     The petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter Petition.

3. The petition does not contain the number of signatures required by Education Code Section 47605(a).
4. The Charter Petition does not contain reasonably comprehensive descriptions of all of the required elements.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3054 – Denying the Charter School Petition for Citrus Springs Charter School.

SP:mm

1 RESOLUTION NO. 14/15-3054

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 DENYING CHARTER SCHOOL PETITION FOR

7 CITRUS SPRINGS CHARTER SCHOOL  
8

9 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing  
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is  
11 required to review and consider authorization of charter schools; and  
12

13 **WHEREAS**, on or about March 24, 2015, the petitioners delivered to the  
14 District office a charter petition ("Charter") for Citrus Springs Charter School  
15 ("CSCS" and/or "Charter School") to be operated by Citrus Springs Charter School,  
16 Inc., a California nonprofit public benefit corporation; and  
17

18 **WHEREAS**, according to information provided by the petitioner via letter dated  
19 April 29, 2015, in response to District inquiries, though unclear from the CSCS  
20 Charter Petition and appendices, there are three charter schools currently  
21 operating in the Springs Charter Schools "network." Springs Charter Schools, Inc.  
22 is the sole statutory member of the operating corporations for Empire Springs  
23 Charter School and Harbor Springs Charter School, as well as the proposed CSCS.  
24 Harbor Springs Charter School operates multiple resource centers, including one  
25 currently located within the District's boundaries. (Despite the statement in the  
26 letter provided by the petitioner that there are currently three such schools, the  
27 letter identifies only two operating schools, plus the current CSCS proposal.)  
28 Additionally, the information provided with the April 29 letter related to  
29 currently operating resource centers is incomplete as it does not list the resource  
30 center currently operating within the District's boundaries, leading to uncertainty  
31 regarding what other locations and information may not have been omitted from that  
32 correspondence; and  
33

34 **WHEREAS**, concurrently with the District Governing Board's consideration of  
35 the CSCS Charter, the petitioner has also submitted a petition to El Centro  
36 Elementary School District for the Imperial Springs Charter School, to be operated  
37 using the same model as CSCS; and  
38

1           **WHEREAS**, in addition to these schools within the Springs Charter Schools  
2 "network," the petitioners' April 29, 2015, letter also states that the River  
3 Springs Charter School, which is governed by River Springs Charter School, Inc., is  
4 a countywide benefit charter authorized by the Riverside County Board of Education.  
5 According to the lead petitioner, River Springs Charter School is "affiliated" with  
6 the Springs Charter Schools by providing "back office services" to Empire and  
7 Harbor Springs, and is proposed to provide "the same services" to CSCS, but it "has  
8 a completely separate governance structure and is not governed in any way by  
9 Springs Charter Schools, Inc."; and

10  
11           **WHEREAS**, as a condition of renewal of the River Springs Charter School  
12 Charter in April 2013, River Springs Charter School was required to engage the  
13 Fiscal Crisis and Management Assistance Team ("FCMAT") "to conduct a comprehensive  
14 review of the school with a focus on, at a minimum, Personnel, Student Achievement,  
15 and Finance" and the school was to comply with the FCMAT audit within two years;  
16 and

17  
18           **WHEREAS**, at the time of submission of the CSCS Charter to the District for  
19 consideration, and throughout this process, the River Springs Charter School has  
20 been the subject of written and oral complaints from former employees and parents  
21 of current students. These complaints alleged, among other concerns, that River  
22 Springs Charter School engages in intake practices designed to discourage  
23 enrollment of students with Individualized Education Programs (IEP's) pursuant to  
24 the Individuals with Disabilities Education Improvement Act ("IDEIA"), particularly  
25 those students with "high profile" needs that are costly or cannot be readily  
26 addressed by the school, and that the school fails to implement the services  
27 required by students' IEP's upon enrollment and transfer from another school.  
28 These complaints were initially investigated by Riverside County Office of  
29 Education staff, which resulted in a formal investigation conducted by the law firm  
30 of Best, Best & Krieger, which found that at least some of the allegations,  
31 including those related to special education issues, were substantiated. As a  
32 result the Riverside County Special Education Local Plan Area conducted a special  
33 education audit, which confirmed findings of noncompliance by River Springs Charter  
34 School. The Riverside County Board of Education issued a Notice of Violations on  
35 April 8, 2015, (before receipt of the CSCS Charter by the District Board) with the  
36 next action by the RCBE scheduled for June 10, 2015, after the District Governing  
37 Board's action on the CSCS Charter. A Notice of Violations is the written notice  
38 that a charter authorizer must send to a charter school specifying alleged

1 violations based on the statutory grounds for revocation of a charter, and is the  
2 first mandated step that a charter authorizer must follow in order to revoke a  
3 charter (Ed. Code §47607 and Cal. Code Regs., Tit. 5, §11965 *et seq.*); and  
4

5 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was  
6 brought to the District Governing Board meeting of April 28, 2015, at which time it  
7 was received by the District Governing Board, thereby commencing the timelines for  
8 District Governing Board action thereon; and  
9

10 **WHEREAS**, a public hearing on the provisions of the CSCS Charter was conducted  
11 on May 12, 2015, pursuant to Education Code Section 47605, at which time the  
12 District Board considered the level of support for this Charter by teachers  
13 employed by the District, other employees of the District, and parents; and  
14

15 **WHEREAS**, at the public hearing the lead petitioner and one former employee at  
16 the River Springs Charter School who hopes to obtain employment at CSCS if it is  
17 approved spoke in favor of the Charter. No District teachers, other District  
18 employees, or parents spoke in favor of the Charter; and  
19

20 **WHEREAS**, no other evidence of parent/guardian or student interest in  
21 attending the proposed charter school was presented by the petitioners; and  
22

23 **WHEREAS**, the Charter proposes three separate school programs: (1) Quest  
24 Academy, a K-8 seat-based program; (2) Homeschool, a K-12 homeschool program which  
25 appears to be primarily online; and (3) Delta Academy, a new model for the Springs  
26 Charter Schools network, which is a K-8 program which is essentially an online and  
27 home study program with two days of resource center classroom learning per week,  
28 that aims to serve large numbers of students with Autism Spectrum disorders; and  
29

30 **WHEREAS**, in reviewing the Petition for the CSCS, the Governing Board has been  
31 cognizant of the intent of the Legislature that charter schools are and should  
32 become an integral part of the California educational system and that establishment  
33 of charter schools should be encouraged; and  
34

35 **WHEREAS**, the District staff, working with an independent evaluator and  
36 District legal counsel, have reviewed and analyzed all of the information received  
37 with respect to the Charter, including information related to the operation and

1 potential effects of CSCS, and made a recommendation to the District Governing  
2 Board that the CSCS Charter be denied based on that review; and

3  
4 **WHEREAS,** the District Governing Board has fully considered the Charter  
5 submitted for the establishment of CSCS and the recommendation provided by District  
6 staff; and

7  
8 **WHEREAS,** the SAUSD Governing Board specifically notes that this Resolution  
9 No. 14/15-3054 does not include findings relative to every defect in the Charter  
10 submitted, but is limited to a few significant issues in the Charter. Not only are  
11 the findings set forth herein legally sufficient to support the SAUSD Board's  
12 denial of the Charter, but also it is imperative, should these petitioners ever  
13 decide to propose another charter, either to SAUSD or elsewhere, that such petition  
14 establish that the petitioners themselves have the knowledge, understanding, and  
15 expertise necessary both to write an educationally, fiscally, and practically sound  
16 charter petition and to open and operate a sound charter school, not just respond  
17 directly to findings of this Board;

18  
19 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

- 20  
21 I. That the Governing Board of SAUSD finds the above listed recitals to be true  
22 and correct and incorporates them herein by this reference.  
23  
24 II. That the Governing Board, having fully considered and evaluated the Petition  
25 for the establishment of the proposed Citrus Springs Charter School, hereby  
26 finds that it is not consistent with sound educational practice, based upon  
27 grounds and factual findings including, but not limited to, the following,  
28 and hereby denies the Charter pursuant to Education Code Section 47605:  
29  
30 A. The petitioners are demonstrably unlikely to successfully implement the  
31 program set forth in the petition. [Education Code Section  
32 47605(b)(2)]  
33  
34 B. The Charter School presents an unsound educational program for the  
35 pupils to be enrolled in the Charter School. [Education Code Section  
36 47605(b)(1)]  
37  
38

1 C. The petition does not contain reasonably comprehensive descriptions of  
2 all of the required elements. [Education Code Section 47605(b)(5)]  
3

4 III. That the Governing Board of the Santa Ana Unified School District hereby  
5 determines the foregoing findings are supported by specific facts, including  
6 but not limited to the following:  
7

8 A. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE  
9 PROGRAM SET FORTH IN THE PETITION. [EDUCATION CODE SECTION  
10 47605(B)(2)]  
11

12 1. The petitioners are currently operating a charter school that is  
13 the subject of a Notice of Violations (based on an independent  
14 investigation and SELPA special education audit, as explained  
15 above) that could lead to revocation on the basis of serious  
16 educational and operational issues, including the failure to  
17 comply with the requirements of the IDEIA. While the lead  
18 petitioner has attempted both to distinguish the operations of  
19 the proposed CSCS from the River Springs Charter School that is  
20 the subject of the Notice of Violations, and stated that it "is  
21 actively working to address the recommendations and accordingly  
22 expects that during its June 10, 2015 meeting, the Riverside  
23 County Board of Education will rescind the Notice of Violation  
24 and take no further action," both of those arguments are flawed.  
25

26 First, the District Governing Board is concerned that the  
27 petitioners would submit not only the CSCS Charter, but also the  
28 Imperial Springs Charter, while these extremely serious issues  
29 and a Notice of Violations are pending for a related school,  
30 rather than focusing all available resources on remedying the  
31 issues at the currently operating school (which operates at least  
32 15 resource centers). With these serious issues to address,  
33 including the failure to comply with federal law protecting the  
34 rights and educational needs of students with disabilities, it  
35 was premature to seek to expand this network of schools. Even if  
36 the current Notice of Violations were to be rescinded by the RCBE  
37 on June 10, 2015 (after this District's Governing Board acts on  
38 the CSCS Charter proposal), the District Governing Board would

1 expect the petitioners to implement the cures at River Springs  
2 Charter School for a significant period of time to establish  
3 their full understanding of and compliance with applicable legal  
4 obligations and remedies for educational and operational  
5 violations, before it sought to add more schools to its network.  
6

7 This issue is exacerbated by the proposed operational structure  
8 of CSCS. While the lead petitioner's April 29, 2015, letter  
9 attempts to distinguish River Springs Charter School's operations  
10 from that the CSCS proposal by stating that River Springs "is not  
11 governed in any way by Springs Charter Schools, Inc." (the  
12 proposed sole statutory member of the CSCS governing corporation)  
13 that claimed distinction is unconvincing. The April 29 letter  
14 states that River Springs Charter School provides "back office  
15 services" to the Springs Charter Schools network schools,  
16 including the proposed CSCS. However, while the overall  
17 description of CSCS's governance is unclear, and the services  
18 that could be provided by River Springs Charter School to CSCS  
19 are not absolutely defined thus could expand, the list of  
20 services proposed to be provided by Rivers Springs Charter School  
21 to CSCS goes far beyond "back office" services. The proposed  
22 list is attached hereto as Exhibit "A," but the proposal  
23 indicates that virtually all operations of CSCS would be  
24 conducted by River Springs Charter School, and CSCS is  
25 effectively a shell corporation and operator. Just a few of the  
26 listed services that the petition describes as "back office"  
27 services are assessment, curriculum development, school  
28 counseling services, 504 Plan administration, and board services.  
29 The Charter also proposes that CSCS will be its own LEA for  
30 purposes of special education, and given the overall structure of  
31 the Charter and its proposed relationship with River Springs  
32 Charter School, it is likely that special education services  
33 would also be contracted out to River Springs, the very entity  
34 that has failed to comply with the requirements of the IDEIA to  
35 date.  
36  
37  
38



1 2. The fact that a major area of concern in the Notice of Violations  
2 is failure to comply with the IDEIA - specifically including both  
3 attempting to counsel students with IEP's, particularly those  
4 with costly or complex "high profile" needs, not to attend River  
5 Springs Charter School and failure to implement required services  
6 - is particularly troublesome because the CSCS Charter proposes  
7 the commencement of the new Delta Academy. Delta Academy is  
8 focused on providing services to students on the autism spectrum.  
9 A proposal to commence a new program that is focused on students  
10 with disabilities while subject to a Notice of Violation for  
11 failure to comply with the requirements of the IDEIA at another  
12 school demonstrates a lack of judgment and indicates that the  
13 petitioners' priority is expanding its network of schools rather  
14 than focusing on improving its current educational operations.  
15

16 3. The Charter Petition does not adequately address the provision of  
17 services pursuant to the IDEIA. The current Notice of Violations  
18 for River Springs Charter School related to IDEIA compliance  
19 alone causes significant concerns about this issue.  
20 Additionally, the Charter does not include an actual plan for the  
21 provision of services pursuant to the IDEIA. It does not provide  
22 verifiable written assurances that CSCS will participate in a  
23 SELPA, but indicates that CSCS plans to become its own LEA, and  
24 sets forth a non-binding proposal of generally how that would  
25 work, though as noted above, based on the rest of the Charter, it  
26 seems likely that practical responsibility for IDEIA compliance  
27 would be contracted to River Springs Charter School, which is not  
28 addressed in the special education compliance proposal.  
29 Furthermore, the Charter specifies that until CSCS can become its  
30 own LEA it will operate as a school of the District for purposes  
31 of special education services, and that the manner in which  
32 special education services will be funded and delivered during  
33 that period of time will be "governed by a mutually agreed upon  
34 Memorandum of Understanding ("MOU") between CSCS and the  
35 District." Simply stating that the plan for compliance with the  
36 IDEIA will be negotiated and agreed to at some unspecified future  
37 time is not an adequate plan for serving students with special  
38 needs.

1 4. There is no evidence of parent support for the Charter. No  
2 parents signed the Charter and no parents spoke in support of the  
3 Charter at the public hearing, despite the fact that there are  
4 currently students attending a Springs Charter School resource  
5 center within the District. Additionally, another indicator of  
6 potential lack of parent interest, as well as concerns about the  
7 effectiveness of implementation of the Homeschooling educational  
8 program, is included in Appendix M. This appendix describes the  
9 Homeschooling Parent Certification Program proposed to provide  
10 training for full-time homeschool parents to enhance their skills  
11 as home educators. The 2014-2015 program schedule specifies that  
12 courses 1, 2, and 3 offered in the fall at the Santa Ana location  
13 (as well as the Corona location) were "cancelled due to low  
14 enrollment."

15  
16 B. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE  
17 PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL. [Education Code Section  
18 47605(b)(1)]

19  
20 1. The various issues, concerns, and deficiencies discussed above  
21 specifying that the petitioners are demonstrably unlikely to  
22 successfully implement the program set forth in the Charter,  
23 including but not limited to those related to the current Notice  
24 of Violations and issues related to the provision of services  
25 pursuant to the IDEIA, are hereby incorporated herein by this  
26 reference. A failure properly and fully to comply with these  
27 legal requirements and successfully implement the proposed  
28 educational program patently demonstrates that the educational  
29 program is unsound.

30  
31 2. Overall, the description of the educational program lacks  
32 specificity. Some instructional practices and delivery methods  
33 are mentioned, but little or no detail is given about the  
34 assessments that would be used. There are no actual examples of  
35 real teachers' manipulatives, graphics, interactive  
36 communication, modified assignments, imparting the same  
37 information through several learning modalities, hand-on  
38 activities, or questioning strategies. While the petitioners

1 submitted copies of charts from commercial material from external  
2 websites, links to externally produced lessons and guides, etc.,  
3 there are no examples of original teacher products, such as  
4 sample lesson plans, portfolios, rubrics, or measurements.  
5

6 3. The petitioner names numerous curricula and online instruction  
7 resources that will be used in all three proposed educational  
8 programs and names many philosophical approaches, such as Co-  
9 Teaching Model, Individualized, Interest-Driven, Organizational  
10 Innovation School Model, Step Course, and Thematic Courses. The  
11 Charter also names a number of instructional resources, such as  
12 Khan Academy, Great Books, The Daily Five, and Singapore Math.  
13 However, there are no samples or examples of how these various  
14 approaches and resources would be coordinated with one another  
15 and how that would actually be applied in the multiple settings  
16 of classroom-based, online, and homeschool programs.  
17

18 C. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF  
19 ALL OF THE REQUIRED ELEMENTS. [Education Code Section 47605(b)(5)]  
20

21 1. DESCRIPTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL. [Ed. Code  
22 §47605(b)(5)(A)(i)]  
23

24 All of the above-described concerns regarding the unsoundness of  
25 the educational program and the inadequacy of the Charter's  
26 description thereof, including all issues related to the IDEIA,  
27 are hereby incorporated herein by this reference.  
28

29 2. THE GOVERNANCE STRUCTURE OF THE SCHOOL. [Ed. Code  
30 §47605(b)(5)(D)]  
31

32 A. The description of the governance structure is unclear and  
33 incomplete. The interplay between the various schools and  
34 corporate entities as well as the staff is confusing,  
35 internally inconsistent, and is vague and ambiguous.  
36 Therefore, the description of the governance structure  
37 cannot be fully assessed by the District and is not  
38 reasonably comprehensive.

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B. The August 30, 2013, FCMAT Report for River Springs Charter School specifies that, "[b]ecause of the number of individuals in positions of significant influence who are related to one another, and to ensure best business practices," that school should adopt board policies regarding, among other things, Government Code Section 1090. However, the CSCS Charter and conflict policy do not mention Government Code Section 1090. The District is concerned that FCMAT specifically recommended that such a policy be adopted for River Springs Charter School based in part on the organizational structure of the school, as well as best business practices, yet Springs Charter Schools and CSCS apparently decided not to follow that recommendation for all of the associated schools. This also raises questions regarding what other recommendations and requirements from FCMAT have not been universally followed for all Springs Charter Schools.

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

1 The foregoing resolution was considered, passed, and adopted by this Board at its  
2 regular meeting of June 9, 2015.

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By: \_\_\_\_\_  
John Palacio  
President of the Board of Education  
Santa Ana Unified School District

Attest:  
\_\_\_\_\_  
Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

STATE OF CALIFORNIA        )  
  ) ss  
ORANGE COUNTY                )

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, hereby certify that the foregoing is a true and correct copy of Resolution No. 14/15-3054, which was duly adopted by the Board of Education of the Santa Ana Unified School District at a meeting thereof held on the 9<sup>th</sup> day of June, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

By: \_\_\_\_\_  
Valerie Amezcua  
Clerk of the Board of Education  
Santa Ana Unified School District

# **EXHIBIT A**

## List of Services Provided by RSCS

RSCS will provide services to CSCS in the following areas:

- Debt analysis
- Strategic plan development and maintenance
- Budget development and maintenance
- Financial records management
- Internal control management
- Financial reports
- Audit compliance
- Departmental handbook development and maintenance
- Contract management
- Special event coordination
- Promotional/advertisement development and ordering
- Student funding
- Purchasing
- Grants
- Categorical funding
- Assessment
- Bookmart
- English Learner (EL) support and compliance
- Data analysis
- New employee training coordination
- Student enrollment
- Student records compliance
- Student cumulative files
- Student information system upkeep (data entry)
- Portfolios
- Student ID cards
- Master calendar
- Diplomas
- California Longitudinal Pupil Assessment Data System (CALPADS)
- School Accountability Report Card (SARC)
- Website maintenance
- Intake
- Parent support
- High school advisement
- Concurrent enrollment
- eWork permits
- Online grade book system maintenance
- MTSS administration
- WASC Accreditation maintenance and reporting
- Summer school
- National Honor Society

## List of Services Provided by RSCS (continued)

- Bookmart catalog
- Moodle maintenance
- Curriculum development
- Parent/student handbooks
- Professional Learning Communities (PLCs) coordination
- Curriculum guides,
- Boxed Set curriculum
- Pacing/courses
- I CAN statements/courses
- Math Path course guides
- Mobile Science Lab (MSL) teacher(s)
- Field trip communication and coordination
- Librarian
- A-G course approval
- School counseling services
- 504 Plan administration
- Student Study Team (SST)
- Administration
- Gifted support
- Language Acquisition Remediation Program (LARP) coordination
- Renaissance Online Learning Courses (ROLIE)
- California High School Exit Exam (CAHSEE) prep instructor(s)
- Parent certification coordination
- Transcript development and maintenance
- Homeschool student activity coordination
- High school specialist support
- Child Welfare Attendance (CWA)
- Career Technical Education (CTE)
- In-house assessment databases (ie: Scantron support)
- Internship coordination
- Career-Technical Education administration
- Academy advisement
- Accounts payable
- Accounts receivable
- Employee benefit administration
- Staff recruitment
- Employee benefits
- Staff retention
- School-wide staff development tracking
- Staff discipline



### **List of Services Provided by RSCS (continued)**

- Human resources legal compliance
- Employee policies/handbooks
- Payroll management
- Salary schedule management
- Risk management
- Credentialing
- Elementary and Secondary Education Act (ESEA compliance)
- Staff advocacy
- Beginning Teachers (BTSA) eligibility and services
- Insurance coordination
- Student safety
- Student disciplinary guidelines
- Academic Intervention Mentoring and Monitoring (AIMM) administration
- Parent relations
- Personalized Learning Training (PLT) administration
- Crisis response team
- Server maintenance
- Hardware maintenance
- Software maintenance
- School-wide technology application
- Data retention
- System security
- Lease negotiations/acquisitions
- Certificates of liability maintenance
- Fire/health/safety compliance with buildings
- Help desk/trouble ticket support
- E-Rate application and maintenance
- Website support
- Facilities project management
- Inventory maintenance
- Facility maintenance personnel
- Facility tax exemption filing
- Board services



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approve or Deny Charter Petition for Proposed Ednovate Santa Ana College Prep Charter School and if Denied Adopt Resolution No. 14/15-3055 Effectuating that Action**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

Pursuant to Education Code Section 47605, the Board of Education is required to approve or deny a charter petition that is submitted to it proposing to establish a charter school within the geographic boundaries of the Santa Ana Unified School District. The purpose of this agenda item is for the Board to take action on the charter petition (“Charter Petition”) submitted for the establishment of the proposed Ednovate Santa Ana College Prep Charter School, and, if the Board denies the Charter Petition, to adopt Resolution No. 14/15-3055 implementing that action. The Charter Petition was received by the District Governing Board at its meeting of April 28, 2015, and, in accordance with the Charter Schools Act of 1992 (Ed. Code § 47600 *et seq.*) a public hearing on the provisions of the Charter was held on May 12, 2015.

**RATIONALE:**

Review of the Charter Petition for the proposed Ednovate Santa Ana College Prep Charter School demonstrates that the Charter is deficient in a variety of respects and that approval of the Charter Petition would not be consistent with sound educational practice. Resolution No. 14/15-3055 includes a number of written factual findings specific to the Ednovate Santa Ana College Prep Charter School Charter Petition setting forth some of the most significant defects in the Charter Petition and supporting the denial of the Charter Petition.

In accordance with Education Code Section 47605(b), the written factual findings set forth in Resolution No. 14/15-3055 demonstrate that approval of the Ednovate Santa Ana College Prep Charter School Charter Petition would not be consistent with sound educational practice because:

1.     The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
  
2.     The petitioners are demonstrably unlikely to successfully implement the program set forth in the Charter Petition.

3. The petition does not contain the number of signatures required by Education Code Section 47605(a).
4. The Charter Petition does not contain reasonably comprehensive descriptions of all of the required elements.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3055 – Denying the Charter School Petition for Ednovate Santa Ana College Prep Charter School.

SP:mm

1 RESOLUTION NO. 14/15-3055

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 DENYING CHARTER SCHOOL PETITION FOR  
7 SANTA ANA COLLEGE PREP CHARTER SCHOOL  
8

9 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing  
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is  
11 required to review and consider authorization of charter schools; and  
12

13 **WHEREAS**, on or about March 31, 2015, the petitioners delivered to the  
14 District office a charter petition ("Charter") for Santa Ana College Prep Powered  
15 by Ednovate from USC Charter School ("SACP" and/or "Charter School") to be operated  
16 by Ednovate, Inc. a 501(c)(3) nonprofit organization; and  
17

18 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was  
19 brought to the District Governing Board meeting of April 28, 2015, at which time it  
20 was received by the District Governing Board, thereby commencing the timelines for  
21 District Governing Board action thereon; and  
22

23 **WHEREAS**, a public hearing on the provisions of the SACP Charter was conducted  
24 on May 12, 2015, pursuant to Education Code Section 47605, at which time the  
25 District Board considered the level of support for this Charter by teachers  
26 employed by the District, other employees of the District, and parents; and  
27

28 **WHEREAS**, at the public hearing the lead petitioner, the Chair of the Ednovate  
29 Board of Directors, one student from USC Hybrid High, which is a "sister school" of  
30 the proposed SACP, and a representative of the California Charter Schools  
31 Association spoke in favor of the Charter. No District teachers, other District  
32 employees, or parents spoke in favor of the Charter; and  
33

34 **WHEREAS**, no other evidence of parent/guardian or student interest in  
35 attending the proposed charter school was presented by the petitioners; and  
36

1           **WHEREAS**, the Charter proposes a ninth through twelfth grade program, starting  
2 with 135 ninth grade students in 2016-2017 and adding one grade per year for a  
3 total enrollment of 500 students in 2019-2020; and  
4

5           **WHEREAS**, SACP is proposed as a "sister school" to other schools operated by  
6 Ednovate, Inc. The first Ednovate school is USC Hybrid High ("USC HH") which has  
7 been operated pursuant to a charter approved by Los Angeles Unified School District  
8 since August 2012. Los Angeles Unified approved a second Ednovate school, Ednovate  
9 High School No. 2, which is scheduled to begin operations in August 2015, and SACP  
10 is proposed to follow the same model as Ednovate's other schools; and  
11

12           **WHEREAS**, in reviewing the Petition for SACP, the Governing Board has been  
13 cognizant of the intent of the Legislature that charter schools are and should  
14 become an integral part of the California educational system and that establishment  
15 of charter schools should be encouraged; and  
16

17           **WHEREAS**, the District staff, working with an independent evaluator and  
18 District legal counsel, have reviewed and analyzed all of the information received  
19 with respect to the Charter, including information related to the operation and  
20 potential effects of SACP, and made a recommendation to the District Governing  
21 Board that the SACP Charter be denied based on that review; and  
22

23           **WHEREAS**, the District Governing Board has fully considered the Charter  
24 submitted for the establishment of SACP and the recommendation provided by District  
25 staff; and  
26

27           **WHEREAS**, the SAUSD Governing Board specifically notes that this Resolution  
28 No. 14/15-3055 does not include findings relative to every defect in the Charter  
29 submitted, but is limited to a few significant issues in the Charter. Not only are  
30 the findings set forth herein legally sufficient to support the SAUSD Board's  
31 denial of the Charter, but also it is imperative, should these petitioners propose  
32 another charter, either to SAUSD or elsewhere, that such petition establish that  
33 the petitioners themselves have the knowledge, understanding, and expertise  
34 necessary both to write an educationally, fiscally, and practically sound charter  
35 petition and to open and operate a sound charter school, not just respond directly  
36 to findings of this Board;  
37  
38

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

2  
3       I.     That the Governing Board of SAUSD finds the above listed recitals to be true  
4           and correct and incorporates them herein by this reference.

5  
6       II.    That the Governing Board, having fully considered and evaluated the Petition  
7           for the establishment of the proposed Santa Ana College Prep Charter School,  
8           hereby finds that it is not consistent with sound educational practice,  
9           based upon grounds and factual findings including, but not limited to, the  
10          following, and hereby denies the Charter pursuant to Education Code Section  
11          47605:

12  
13       A.     The Charter School presents an unsound educational program for the  
14           pupils to be enrolled in the Charter School.   [Education Code Section  
15           47605(b) (1)]

16  
17       B.     The petitioners are demonstrably unlikely to successfully implement the  
18           program set forth in the petition.       [Education Code Section  
19           47605(b) (2)]

20  
21       C.     The petition does not contain reasonably comprehensive descriptions of  
22           all of the required elements.   [Education Code Section 47605(b) (5)]

23  
24       III.   That the Governing Board of the Santa Ana Unified School District hereby  
25           determines the foregoing findings are supported by specific facts, including  
26           but not limited to the following:

27  
28       A.     THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE  
29           PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL.   [Education Code Section  
30           47605(b) (1)]

31  
32           1.     While the Charter lauds the "successful implementation" of this  
33           charter model at USC HH, it includes little information about  
34           actual results achieved at USC HH.  Ultimately, Ednovate's effort  
35           to expand its charter network, not only to Ednovate High School  
36           No. 2 which has not yet even opened, but also with the proposed  
37           SACP, appears to be premature because the model and results are  
38           not yet proven.

1 For example, USC HH's only available CAHSEE pass rates establish  
2 that both USC HH's overall and English Learner pass rates were  
3 lower than the District's rates:

4  
5 2013 SAUSD overall CAHSEE pass rates were Math 21% and ELA  
6 20%. EL pass rates were Math 17% and ELA 20%.

7  
8 2013 USC Hybrid High School overall CAHSEE pass rates were  
9 Math 18% and ELA 15%. EL pass rates were Math 16% and ELA  
10 12%.

11  
12 Additionally, the District learned that USC HH experienced some  
13 performance issues in its first year of operation, as reported in  
14 an April 4, 2014, article on EdSurge by Mary Jo Madda called "No  
15 Silver Bullets: Hybrid High Learns a Tough Edtech Lesson." The  
16 District recognizes that this article focused primarily on USC  
17 HH's first year of operation and indicated that some improvements  
18 were seen after USC HH implemented some operational changes for  
19 its second year. However, it is worthy of note that the SACP  
20 Charter references the same research that undergirded the  
21 formation of USC HH. The first year results for that school  
22 demonstrate that there can be significant differences between  
23 scholarly research about effective practices, and what actually  
24 occurs in the dynamics of a real classroom when these  
25 philosophies are attempted to be put into practice, especially in  
26 a new school. For these reasons, Ednovate's proposed rapid  
27 expansion to add Ednovate High School No. 2 this year and the  
28 proposed SACP next year, before the original school's multi-year  
29 results are clear or the school model and approach have been  
30 validated, is premature.

- 31  
32 2. The technology plan is incomplete and inadequately described.  
33 The Charter states that there will be online and face-to-face  
34 learning experiences for students and lists online curriculum and  
35 resources, but does not include a real description of how online  
36 resources would be used at SACP. The Charter specifies that it  
37 puts technology at the "center" and that a large component of  
38 students' core instruction will be through online modules to be



1 developed by teachers in an online learning management system  
2 ("LMS"). While the Charter lists a few examples of LMS  
3 subscription resources, the Charter fails to include any further  
4 description of how teachers will develop rigorous online content.  
5 Similarly, the Charter generally references blended learning as  
6 one of the instructional models to be used at SACP, but the  
7 identified professional development does not reference blended  
8 learning strategies, online curriculum development, or technology  
9 integration. Overall, the Charter does not include any  
10 description or plan to support the identified technology use or  
11 how listed digital resources will actually be used in  
12 instruction.

13  
14 3. While the Charter is well written from an educational research  
15 perspective, it is lacking in examples and samples to establish  
16 how the concepts would effectively be put into place at the  
17 proposed SACP. For example, without seeing any samples of  
18 differentiated instruction templates and plans, actual monitoring  
19 instruments, pullout intervention plans and measurements,  
20 individualized pacing, or project based learning, it cannot be  
21 determined if the proposed strategies, curricula and formative  
22 assessments for low achieving students are sound, and will  
23 produce successful achievement.

24  
25 B. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE  
26 PROGRAM SET FORTH IN THE PETITION. [EDUCATION CODE SECTION  
27 47605(B) (2)]

28  
29 There is no evidence of parent support for the Charter. No parents  
30 signed the Charter and no parents spoke in support of the Charter at  
31 the public hearing. In fact, there is no indication that any parents  
32 in the target community are aware of this proposal or have expressed  
33 any interest in the proposed school.

34  
35 C. THE PETITION DOES NOT CONTAIN REASONABLY COMPREHENSIVE DESCRIPTIONS OF  
36 ALL OF THE REQUIRED ELEMENTS. [EDUCATION CODE SECTION 47605(B) (5)]

1 1. DESCRIPTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL. [Ed. Code  
2 §47605(b)(5)(A)(i)]  
3

4 All of the above-described concerns regarding the unsoundness of  
5 the educational program and the inadequacy of the Charter's  
6 description thereof, are hereby incorporated herein by this  
7 reference.  
8

9 2. THE GOVERNANCE STRUCTURE OF THE SCHOOL. [Ed. Code  
10 §47605(b)(5)(D)]  
11

12 Other than stating that Ednovate, Inc. will be the nonprofit  
13 corporation that operates and provides some services to USC HH,  
14 Ednovate High School No. 2, and SACP (as well, undoubtedly, as  
15 any additional charter schools proposed by Ednovate), and a  
16 general organizational chart, the Charter includes no discussion  
17 or plan explaining a proposed relationship between the schools,  
18 and/or between their staffs or service providers. Further, there  
19 is no discussion of how the finances of the various schools would  
20 be managed, whether there would be shared costs, resources,  
21 services, staff, etc., and how those shared costs and services  
22 would be managed and accounted for. There is also no description  
23 of any methodology that would be used to ensure a fair and  
24 appropriate distribution of services and costs and a means of  
25 assuring that all funds generated by and attributable to the  
26 proposed SACP would be maintained and expended for the  
27 educational benefit of the students at that particular school.  
28

29 IV. That the terms of this Resolution are severable. Should it be determined  
30 that one or more of the findings and/or the factual determinations supporting  
31 the findings is invalid, the remaining findings and/or factual determinations  
32 and the denial of the Charter shall remain in full force and effect. In this  
33 regard, the District Board specifically finds that each factual  
34 determination, in and of itself, is a sufficient basis for the finding it  
35 supports, and each such finding, in and of itself, is a sufficient basis for  
36 denial.  
37

1 The foregoing resolution was considered, passed, and adopted by this Board at its  
2 regular meeting of June 9, 2015.

3

4

By: \_\_\_\_\_

5

John Palacio

6

President of the Board of Education

7

Santa Ana Unified School District

8

Attest:

9

10

\_\_\_\_\_

11

Valerie Amezcua

12

Clerk of the Board of Education

13

Santa Ana Unified School District

14

15

16

STATE OF CALIFORNIA )

17

) ss

18

ORANGE COUNTY )

19

20

21

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School  
22 District of Orange County, hereby certify that the foregoing is a true and correct  
23 copy of Resolution No. 14/15-3055, which was duly adopted by the Board of Education  
24 of the Santa Ana Unified School District at a meeting thereof held on the 9<sup>th</sup> day of  
25 June, 2015, and that it was so adopted by the following vote:

26

27

AYES:

28

NOES:

29

ABSENT:

30

ABSTENTIONS:

31

32

By: \_\_\_\_\_

33

Valerie Amezcua

34

Clerk of the Board of Education

35

Santa Ana Unified School District

36

37

38



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Consortium On Reaching Excellence in Education for 2015-16 School Year for Elementary Schools

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Consortium on Reaching Excellence in Education (CORE) for the 2015-16 school year for elementary schools.

**RATIONALE:**

Core will provide trainings and support for the Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) to District elementary schools. CORE will focus on modeling, observing, coaching, walk through, regular work with the principals an data study together through Data review process, and troubleshooting.

LCAP Goal 2.1: Ensure Access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.

**FUNDING:**

Title I CORE Set Aside: \$86,560

**RECOMMENDATION:**

Approve the agreement with Consortium on Reaching Excellence in Education (CORE) for the 2015-16 school year for elementary schools.

MR:ez



# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Consortium on Reaching Excellence in Education** hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: Will provide implementation support for 6 newly adopted SIPPS sites and the 2 previously adopted SIPPS sites. Part A – Two days of training/support for 2 teachers new to SIPPS at all 8 sites. Part B – Implementation and Sustainability Support, Job-embedded, 30 days, 8 sites. Per the attached proposal dated February 20, 2015.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$86,560** and per attached proposal.  
DISTRICT shall pay CONSULTANT 30 days after receipt 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 Ave**

**Santa Ana, CA 92701**

CONSULTANT:

**Consortium on Reaching Excellence in  
Education**

**1300 Clay Street, Suite 600**

**Oakland, CA 94612**

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 **10th Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

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

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

# CORE Proposal for Santa Ana USD

2/20/2015

This proposal is for services to be rendered during the 2015-2016 school year focused on implementation support for the 6 newly adopted SIPPS sites and the 2 previously adopted SIPPS sites which each have new principals.

**Part A: Two days of Training/support for K-2 teachers new to SIPPS at all 8 sites and who did not attend prior training (1-3 consultants depending on numbers and scheduling) (Might be Developmental Studies included services). Or potentially other SIPPS support. (2 days)**

SIPPS teachers will be trained as follows:

- K-1 teachers will receive Beginning and Extension Training
- 2-3 teachers will receive Extension and Challenge Training.

**Note:** Numbers of teachers determine numbers of consultants needed. CORE Consultants can also provide follow-up to existing SIPPS teachers who did not attend in June.

**Format:** Total of two days per consultant.

**Materials:** N/A

**Travel:** Costs are based on one 2-day trip per consultant.

**Total cost:** \$5,610.00 for one consultant

\$11,220.00 for two consultants

\$16,830.00 for three consultants

**Part B: Implementation and Sustainability Support, Job-Embedded (30 days)**

CORE SIPPS consultant(s) will provide 30 days of intensive site-based support to the 8 sites with days and sites determined by district leadership. Site implementation will focus on modeling, observing, coaching, walk throughs, regular work with the principals and data study together through Data Review process, and troubleshooting. In addition, the district curriculum specialists will participate as determined and will have support and mentoring so that SAUSD continues to build its own capacity to have SIPPS experts. We propose to have SAUSD curriculum specialists participate with CORE SIPPS consultants in Development Studies staff trainings where feasible at no cost to SAUSD, as well. Linda Diamond will negotiate this with Developmental Studies.

On selected days, the CORE SIPPS consultant(s) will meet with district leadership as determined.

**Format:** Total of 30 days.

**Materials:** N/A

**Travel:** Costs are based on a total of ten 3-day trips (five trips for each of two consultants).

**Total cost:** \$80,950.00

**PROPOSAL COST SUMMARY**

Part A: Two days of Training/support for K-2 teachers new to SIPPS at all 8 sites and who did not attend prior training (1-3 consultants depending on numbers and scheduling). **Might be Developmental Studies** included services, or other SIPPS support.  
 (2 days) \$5,610.00  
*(cost for one consultant)*

Part B: Implementation and Sustainability Support, Job-Embedded  
 (30 days) \$80,950.00

**Total for Parts A-B: \$86,560.00\***

*\* includes -\$3,200.00 in service discounts*

**Note:** For all above services, references to specific CORE Consultants are based on information known at the time of this proposal. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate consultants based on business circumstances.

The above proposal is an offer to provide specific services at the above costs. Costs stated in this proposal are estimates and may change due to changes in numbers and types of participants, changes in content and length of services, any modification of materials, different travel requirements, or subsequent changes to service specifications. Such changes and resulting cost changes will be reviewed with the client at the time cost revisions are made. This proposal and terms are valid through June Board Meeting and thus this proposal for services expires June 30, 2015 unless extended by mutual agreement.

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Consortium On Reaching Excellence in Education for 2015-16 School Year for Intermediate Schools

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Consortium on Reaching Excellence in Education (CORE) for the 2015-16 school year for intermediate schools.

**RATIONALE:**

Core will provide 18 days of technical literacy assistance and support to three District intermediate schools. CORE will provide the following focused services:

- Job-embedded assistance to improve implementation of Read 180 and System 44
- Focused support to ELA teachers to effectively assist struggling students with literacy and reading skills
- Implementation of District Common Core State Standards units of study
- Assisting school leadership, during walk troughs, to know what to look for and to be able to support ELA teachers as they work with at risk readers. This will include ensuring English learners are receiving appropriate support.

LCAP Goal 2.1: Ensure Access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.

**FUNDING:**

Title I CORE Set Aside: \$48,570

**RECOMMENDATION:**

Approve the agreement with Consortium on Reaching Excellence in Education (CORE) for the 2015-16 school year for intermediate schools.





# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Consortium on Reaching Excellence in Education** hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **Will provide 6 days of technical literacy assistance at each of 3 identified middle schools, 18 total days, per the proposal dated February 2, 2015**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$48,570** and per attached proposal.  
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 Ave**

**Santa Ana, CA 92701**

CONSULTANT:

**Consortium on Reaching Excellence in  
Education**

**1300 Clay Street, Suite 600**

**Oakland, CA 94612**

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 **10th Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

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

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

## **CORE Proposal for Santa Ana USD**

**2/20/2015**

This proposal is for services to be rendered during the 2015-2016 school year focused on literacy technical assistance and support at three district identified middle schools.

### **Six days of Technical Literacy Assistance at each of 3 identified Middle Schools (18 days)**

The CORE middle school senior secondary specialist will provide the following focused services:

- Job-embedded assistance to improve implementation of Read 180 and System 44. This includes examining and recommending adjustments to placement, ensuring rotation and direct teaching is occurring, and making sure System 44 is being used by the correct students
- Focused support to ELA teachers to effectively assist struggling students with literacy and reading skills, including multi-syllabic word attack, fluency, and effective implementation of district academic language structures and strategies to assist these students when reading complex text
- Implementation of district CCSS units of study such that students are being successful
- Assisting school leadership, during walk throughs, to know what to look for and to be able to support ELA teachers as they work with at risk readers, some of whom receive intervention and some of whom do not. This will include ensuring English learners are receiving appropriate supports and/or interventions
- Because of the 1 to 1 initiative, consultant will also look at resources to facilitate access to text that utilize technology

Note that each visit will start with the site administrator and end with the site administrator.

**Format:** Total of 18 days.

**Materials:** N/A

**Travel:** Costs are based on six 3-day trips.

**Total cost:** \$48,570.00

## **PROPOSAL COST SUMMARY**

Six days of Technical Literacy Assistance at each of 3 identified Middle Schools (18 days) \$48,570.00\*

\* *includes -\$1,800.00 in service discounts*

**Note:** For all above services, references to specific CORE Consultants are based on information known at the time of this proposal. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate consultants based on business circumstances.

The above proposal is an offer to provide specific services at the above costs. Costs stated in this proposal are estimates and may change due to changes in numbers and types of participants, changes in content and length of services, any modification of materials, different travel requirements, or subsequent changes to service specifications. Such changes and resulting cost changes will be reviewed with the client at the time cost revisions are made. This proposal and terms are valid through the June Board meeting and thus this proposal for services expires June 30, 2015, unless extended by mutual agreement.



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Latino International Film Institute for 2015-16 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Latino International Film Institute (LIFI) for the 2015-16 school year. At its September 23, 2014 meeting, the Board approved the LIFI program to start at Heninger Elementary School, the District is now expanding the program both at Heninger Elementary and Santa Ana High schools.

**RATIONALE:**

The LIFI program will improve literacy rates of high school graduation and build greater cultural harmony through the creative arts for students. By beginning at the later elementary grades and early intermediate grades, students will learn the power of language and build the skill set to effectively engage in the fine arts during high school. This pathway will allow them to connect with industry experts and provide a unique enrichment experience. Students will live in two worlds, filmmaking and education that will provide a bridge from school to the film and entertainment industry

The LIFI program will provide 20 hours of orientation and staff development to District teachers from two elementary schools, one intermediate school, and one high school.

LCAP Goal 2.1: Ensure access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.

**FUNDING:**

Title I CORE Set Aside: \$271,056

**RECOMMENDATION:**

Approve the agreement with Latino International Film Institute (LIFI) for the 2015-16 school year.

MR:ez



# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Latino International Film Institute** 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: **The LIFI program will provide 20 hours of orientation and staff development to District teachers from two elementary schools, one intermediate school, and one high school. Per the atttcehd proposal dated May 7<sup>th</sup> 2015.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$281,056** and per attached proposal 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.)**

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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:

**Latino International Film Institute  
453 S Spring St. Suite #1030  
Los Angeles, CA 90013**

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 **10th Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

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

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



May 7<sup>th</sup>, 2015

Re: SAUSD/LIFI – Youth Program

Set forth below are the components and costs of a program for Santa Ana Unified School District which, commencing with the 2015-2016 school year, can be offered at:

- 2 elementary schools (one fourth or fifth grade class at each school site);
- 1 middle school (a single one year course); and
- 1 high school (a first semester course in Screenwriting and Development, a second semester course in Production and Postproduction)

LIFI will provide the curriculum for each class and course. Set forth below is a list of the equipment required for each grade level program, which the District will supply.

Each class will be taught by a District employed certificated teacher. Before the start of the school year LIFI will provide 20 hours of orientation and staff development for each of the District teachers (and any administrators the District designates) in the program. LIFI will supply the instructors, which are needed to supplement and assist in instruction as well provide further training to each classroom teacher. From time to time LIFI will also supply expert speakers on particular topics to supplement the instruction at the high school level.

LIFI will also support the District's efforts to market the program to parents and others, and Mr. Edward James Olmos will personally assist in that effort.

The District will pay LIFI for the instructional and staff development services it provides to the District plus out of pocket expenses (such as any mileage, filming licenses, permits, fees or insurance paid on behalf of the District). The District will pay an hourly rate for instructional and staff development services of \$110.0 per hour. LIFI's best estimate at this time of the costs for the first year of the program is set forth below. The estimates are based on the assumption of:

- 180 instructional days
- 34 weeks of actual instruction
- Class sizes of 30 in elementary school
- Class sizes of 36 in middle school and high school

#### **1. Teacher Orientation and Staff Development:**

For the most part, the District teachers (and administrators) assigned to the program will have no experience in film making or teaching about film. Accordingly, prior to the start of the first year of the program they will need to receive approximately 20 hours of orientation and staff development. Prior to the start of the second year of the program they will need 6 hours of refresher training.

Our teacher orientation and training program is conducted by two Instructors; thus, in year 1 we estimate two instructors spending fifty (50) hours (including prep time). In year two we also estimate fifty (hours) hours (including prep time).

**Year 1 Orientation and Training Costs: 50 x \$110 = \$5,000.00**

**Year 2 Orientation and Training Costs: 50 x \$110 = \$5,000.00**

The LIFI instructors assigned to the individual classes at the District will continue training District personnel over the course of the instructional year.

## **2. Elementary School Classroom:**

Ideally, film program instruction requires 1.5 hours of instruction two times a week. Students should be divided into groups of six and each class will require will two LIFI instructors to assist in the instruction of each group and further train the classroom teacher. Each session will require an hour of prep time and another hour of travel time per instructor. Thus the estimated cost for an elementary class is:

Instructor #1: 7 hours per week x 34 weeks = 238 hrs. X \$110 = \$26,180

Instructor #2: 7 hours per week x 34 weeks = 238 hrs. X \$110 = \$26,180

Accordingly the costs would be: **\$52,360**

## **3. Middle School Class:**

The same level of staffing will be required for a middle school class at the same costs. If the middle provides instruction in one hour or 50 minute periods, instruction can be provided in three 1 hour classes with associated prep time and travel. However, the more instructionally effective as well as cost effective structure would be 1.5 hour blocks two times a week. Thus the cost of one class at the middle school would be: **\$52,360**.

## **4. High School Class:**

The high school program would consist of a program with classes offered in a particular order. The first semester would be a course in Scriptwriting. The second semester would be a course in Production. The second year would consist of writing for the small screen (TV/Web). The first semester would produce a pilot script and several spec commercials, plus a programing schedule. The second semester would produce 1 (30-45 minute pilot). The third year students will be given the choice to develop a script in the genre and medium they chose (Feature film/TV/Web), the second semester they will produce these videos (ready for submission to College App if needed). The fourth year first semester students will be challenged once again to create a 3 part mini-series (could be fiction/non-fiction). The second semester seniors will create a final film "Reflection of me" could be fiction/non-fiction. Students will also participate in "The Film Course Challenge", where they can create a promo for their very class challenging prospective students to take the class for next year. LIFI recommends these courses be taught in 1.5 hour blocks twice a week.

Ideally, two LIFI Instructors should be assigned to assist in instruction and providing further training to the teacher. Over time, as District staff becomes familiar with and proficient, the number of LIFI instructors assigned to a class could be cut in half.

Additionally, the high school course will be supplemented by industry speakers that will present on specialized topics (5 times a semester). The estimated cost of these speakers will vary but for now LIFI is assuming a cost of \$300 per expert.

Thus the annual cost of a high school class in the first year would thus be:

$$10 \times \$300 \text{ dollars, i.e. } \$3,000 \text{ plus } \$52,360 = \mathbf{\$55,360}$$

**5. Program Management, Coordination and Support.**

The Program will require program management, coordination and support including but not limited to the recruiting, scheduling and placement of LIFI instructors and mentors, coordinating, scheduling and managing student film production logistics, coordinating logistics in student participation or guesting in actual productions and assisting the District in the management and maintenance of production equipment. These services will cost approximately 15% of the LIFI portion of instructional in the SAUSD-LIFI Program, i.e. approximately \$33,000.

**6. Equipment Requirements.**

A listing of the equipment required for the program will be provided by LIFI, but the purchase of the equipment will be the responsibility of SAUSD.

**7. Recap:**

|   |  |
|---|--|
| Training Year 1   | <b>\$5,000</b>   |
| Elementary School Classroom 1   | <b>\$52,360</b>  |
| Elementary School Classroom 2   | <b>\$52,360</b>  |
| Middle School Classroom   | <b>\$52,360</b>  |
| High School Class   | <b>\$55,360</b>  |
| <br>Program Administration,<br>Manager-Coordinator (15%)  | <br><b>\$32,616</b>  |
| <br>Instructional and Production<br>Expenses:   |  |
| <br>Printing (Scripts, Dossiers, Lesson<br>Plans), Photocopying, Mileage,<br>Newsletter, Social Media, Misc.<br>Insurance, Video, Permits and<br>Security, Craft Service, | <br><br><br><br><br><br><br><br><br><br><b><u>\$21,000</u></b> |
| <br><b>Total</b>  | <br><br><br><br><br><br><br><br><br><br><b>\$271,056</b>       |

We have already discussed at length the benefits this program will provide to the education of the students of the District. I do think another word is in order about the LFI instructors. They are filmmaking professionals dedicated to sharing their skill sets with kids.

They will “live” in two worlds, filmmaking and education and their mission is not only to enhance student achievement, but also to provide a bridge from school to the film and entertainment industry. The film and entertainment business is as much about relationships as it is about skills.

The Youth Cinema Project uses filmmaking as a vehicle to inspire students to want to write and tell their own stories, think creatively and critically in the classroom and have the discipline to make a film product out of their writing. It allows students to learn their class content, while also honing their communication, collaboration and problem-solving skills. Our goal is to enhance a student’s education and to turn teenagers into more engaged learners. The filmmaking process is not an afterthought at the end of a lesson, but rather the vehicle for learning.

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement between Playworks and Garfield Elementary School for Period of July 1, 2015 through June 16, 2016

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement between Playworks and Garfield Elementary School for period of July 1, 2015 through June 16, 2016.

**RATIONALE:**

The Playworks program provides a Junior Coach Leadership Program to establish student leadership within the school and to build student ownership and improve playground behaviors. Playworks improves the health and well-being of students by increasing opportunities for physical activity and safe, meaningful play.

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

**FUNDING:**

Title I and Discretionary: \$35,000

**RECOMMENDATION:**

Approve the agreement between Playworks and Garfield Elementary School for period of July 1, 2015 through June 16, 2016.



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Playworks** hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **Will provide structured and safe recess, develop conflict resolution skills, and develop leadership skills in junior coaches and after school athletics. All kinder thru 5<sup>th</sup> grade students will participate at Garfield Elementary as per the attached MOU.**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/16**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$35,000** and per attached fee schedules in MOU.

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.

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 Ave.  
Santa Ana, CA 92701**

CONSULTANT:

**Playworks  
5301 Beethoven St. Suite 155  
Los Angeles, CA 90066**

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 **10th Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

Michelle Serrano

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

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

Deputy Superintendent, Operations, CBO

Program Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

94-3251867

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

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



# PLAYWORKS

EDUCATION ENERGIZED

## 2015-16 Memorandum of Understanding

This memorandum of understanding is entered into between Playworks and Hardfield Elementary School School located in Santa Ana (the "School").

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This memorandum of understanding is entered into for the purpose of establishing an effective partnership between the School and Playworks.

### Logistics

Playworks and the School understand that:

1. The Playworks Coach will be an employee of Playworks or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.
2. The Playworks Coach is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The coach receives training in youth development, group management, safety and leading healthy play and physical activities for elementary-aged students. Program coordinators are CPR/first aid certified, fingerprinted through the Department of Justice and tested negative for tuberculosis. Coaches also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. AmeriCorps: In the event that the Playworks Coach is an AmeriCorps member, the member:
  - a. may not engage in religious or politically affiliated activities including: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction and participating in voter registration drives.
  - b. may choose to do AmeriCorps paperwork or planning on-site before or after their regularly scheduled day. No direct service at the school site is required of the coach outside of the scheduled timeframe.
4. A Playworks Program Manager is responsible for supervision of the coach and will provide the coach with support in the initial program implementation at the School. **School administrators will meet the Playworks Program Manager within the first month of the school year.** The program manager should be contacted regarding any program problems or questions.
5. Playworks programming is not a substitute for physical education (PE). Playworks Coaches may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks Coaches may not support the process for grading students related to PE.
6. Playworks offers a teacher training for all teachers and school staff at the School. This teacher training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. **The School must provide the Playworks with a block of staff**

**development time, ideally two to three hours, for this teacher training within the first six weeks of the school year.**

7. **Coaches** will make every effort to stay healthy and not miss any school days. However, there will be days when the coach is ill and there will be no one available to substitute for them. Coaches are required to call the school, their program manager and the Playworks administrative office in the event of illness or injury. Concerns about the number of absences of the coach at your school should be directed toward the program manager for your region.
8. In the event that the Playworks coach is absent from the School for more than five consecutive days, your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year, the credit will be applied to the following school year.
9. Playworks will implement two peer-learning days during the school year in which the Playworks Coach will visit another Playworks site as part of their professional development and will not be on site implementing the program. Playworks will utilize some of these days to conduct observation of program sustainability. Playworks will provide schools at least 30 days notice for all peer learning days.

### **Program**

10. **Schedule:** Playworks will provide the School with one coach 4 days per week for a total of 7 hours for in-school and out-of-school programming (within an 8 hour timeframe) and a total of 4 hours of in-school programming on a 5<sup>th</sup> day of week as described in this memo of understanding. Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. Additionally, a minimum of 2 hours per week will be assigned as planning and prep time for the coach to complete Playworks administrative tasks. **Please see sample school schedules in the Playworks additional resources provided to determine the hours of program service at School.**
11. Playworks program end date with the School will be based on the last day of the school year stated on the original school calendar provided to Playworks by August 1, 2015. If the School has a full year schedule or alternative calendar, Playworks and the School will determine the end date of programming prior to the start of the school year.
12. The Playworks program has interrelated components. Our training and curriculum is geared towards students in kindergarten through sixth grade. The grade preferences listed by each component below reflect the range to which our curriculum is designed and taught to the Playworks Coaches:
  - a. **Recess (grade levels: all grades) – starts on the first day of Playworks programming**  
Playworks will use the recess times to coordinate the playing of core playground games and sports as well as to introduce skills-building activities and cooperative games. The coach is required to be at all regularly scheduled recess periods. Coaches are focused during recess on facilitating recess and are not available for yard supervision. Playworks and the School will work together to create an indoor recess plan in case of inclement weather. **School agrees to provide adult recess space supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.**
  - b. **Class Game Time (grade levels: all grades) - Starts by third week of Playworks programming**  
Playworks Coaches provide classroom teachers Class Game Time, the purpose of which is to teach students and teachers the rules, expectations and skills of the games and activities provided during recess in a safe and organized setting. The Playworks Program Manager and the Coach will work with the School to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Class Game Time can be delivered to middle school students as long as the schedule and structure is consistent with lower grades Class Game Times. **The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the program manager's approval on all Class Game Time schedules before distribution to School and teachers.** Coaches cannot schedule Class Game Times during any regularly scheduled recess period.

c. **Leagues (grade levels: 4-6) - Start dates vary.**

Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skills-building leagues for fourth and fifth grade students. The coach will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week, generally at the school site, and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. **No transportation will be provided by Playworks to or from any game or practice.**

d. **Junior Coach Leadership Program (grade levels: 4-6) - Starts by the fourth week of Playworks programming**

Playworks will provide a Junior Coach leadership program to establish student leadership within the school and to build student ownership of some key school functions. Junior Coaches are selected in the fourth week of Playworks programming through a process that includes student application, teacher recommendation and parent permission. These students serve as role models on the playground during recess.

o **During the School Day:**

Junior Coaches are required to participate as leaders at recess 1-3 times a week. Junior Coaches are expected to make up missed work and maintain good grades to participate in the program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise.

o **Out of School Time:**

The JCLP supports the development of self-awareness, self-advocacy and community leadership in students by providing 2-4 hours of engaging skill development trainings, team-building games, and fun Playworks activities each week during out of school time. The trainings may be held before school, after school or during enrichment or elective blocks during the school day. Trainings are based on Playworks JCLP curriculum that includes, but is not limited to, thematic units on Junior Coach job training, conflict resolution strategies, leadership development, inclusion practices and community service and action. Playworks Coaches lead trainings and skills practice activities in order to prepare Junior Coaches for their leadership role on the playground. Junior Coach Teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership role at recess.

e. **Out of School Time Programming**

The School and Playworks will determine if a model of Before School Recess is viable option based on school schedule and implementation of other components.

## **School Partnership**

Playworks and the School understand the importance of the role of the School in the successful implementation of the Playworks program at their site. As such the School agrees to:

13. **Program implementation:**

- a. Support implementation of each program component as described under **Program**
- b. Schedule date for teacher training as referenced in **Logistic #6**

14. **Data Collection:**

- a. The School will participate in reasonable data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers, principal and students, student attendance, limited disciplinary records and health and leadership assessments.
- b. The principal will be provided with a data collection schedule at the start of the school year. The principal agrees to manage school staff completion of data collection for Playworks.
- c. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.

15. **Equipment:** The School will purchase and provide a basic set of playground equipment based on a sample list provided before the beginning of the school year. Playworks will maintain the equipment throughout the school year.

- 16. **Workspace:** The School will provide a workspace and access to a computer and the internet for the coach.
- 17. **Payment:** The School will support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

**Payments**

18. The fee for the Playworks program for one school year is \$ 35,000.00.00. This is a fixed cost and may not be pro-rated, regardless of program start or end date.

19. **Payment on all invoices is due within 30 days of invoice date.** Please initial next to your requested payment schedule:

- Full year: invoiced September 1 - A discount of 3% applies if invoice is paid in full by 9/30/2015. See below.
- Semester: 50% invoiced September 1 and 50% January 20
- Quarterly: 4 equal payments invoiced on September 1, November 10, January 20, and April 1
- Monthly: 10 invoices September 1 through June 1

20. **Program Suspension/Termination:** At the discretion of Playworks or the School, and with reasonable advance notice, programming may be discontinued at the School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.

21. **School fee discounts:** The school must be responsible for the entirety of the fee for the discount to apply. (If Playworks receives a grant that partially pays for the school fee, that school is not eligible for the discount.) Also, if Playworks receives a discounted payment after September 30, the school will owe the unpaid amount, even if the school takes all appropriate and necessary actions for payment to proceed in a timely manner.

22. Please check all potential funding source(s):

- Categorical funds
- General purpose funds
- PTA/PTO
- Other: \_\_\_\_\_

**Playworks**  
Signed:



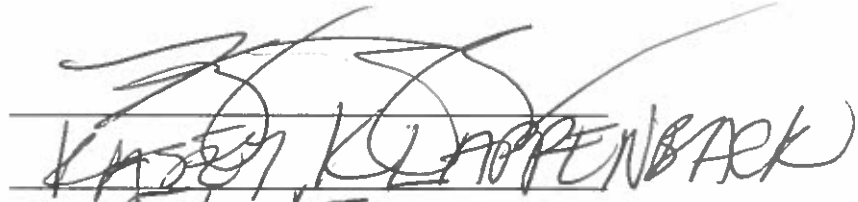
By (print name/title):

Luciano Mondolo Program Manager

Date:

5/6/2015

**School**  
Signed by Principal:



By (print name):

KASEY KLOPPENBARK

Date:

5-6-15

**District (only as required by District)**

Signed by Administrator: \_\_\_\_\_

By (print name): \_\_\_\_\_

Date: \_\_\_\_\_



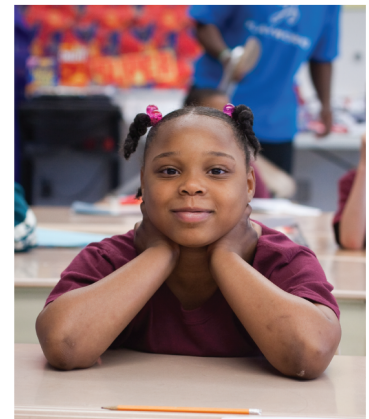
## PLAYWORKS SCHOOLS HAVE LESS BULLYING

Teachers in Playworks schools reported significantly less bullying and exclusionary behavior during recess\*, a 43% difference in average rating scores<sup>i</sup>.



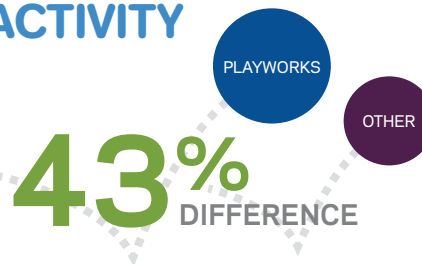
## STUDENTS FEEL SAFER AT SCHOOL

Playworks teachers' average rating of students' feelings of safety at school was 20% higher than the average ratings reported by teachers in control schools<sup>ii</sup>.

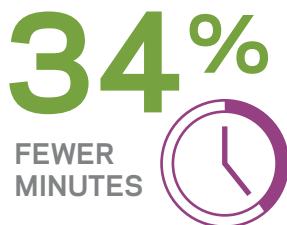


## STUDENTS ARE ENGAGED IN MORE VIGOROUS PHYSICAL ACTIVITY

Accelerometer data showed that children in Playworks schools spent significantly more time in vigorous physical activity at recess\* (14% versus 10% of recess time, which is a 43% difference)<sup>iii</sup>.



## STUDENTS ARE READY TO LEARN



Teachers in Playworks schools reported spending significantly less time to transition from recess to learning activities (34% fewer minutes)<sup>iv</sup>.



Source: Statistically significant findings from "Impact and Implementation Findings from an Experimental Evaluation of Playworks: Effects on School Climate, Academic Learning, Student Social Skills and Behavior" and "Findings from an Experimental Evaluation of Playworks: Effects on Play, Physical Activity and Recess". Mathematica Policy Research, 2013

i (n=295); Significantly different from zero at the .05 level, two-tailed test  
 ii (n=296); Significantly different from zero at the .05 level, two-tailed test  
 iii (n=1,579); Significantly different from zero at the .10 level, two-tailed test  
 iv (n=293); Significantly different from zero at the .10 level, two-tailed test  
 \* compared to those in control schools



SOUTHERN CALIFORNIA

## PLAYWORKS Transform Your School Culture through the Power of Play



How kids feel at school has a direct impact on their academic success, social relationships, and development towards becoming productive citizens. And recess plays a crucial role.

Recess gives students a “brain break” and a chance to be active and learn important life and social skills. However, in many schools, recess is often a period of chaos, conflict, and bullying. Many kids end up on the sidelines, disengaged and less likely to develop critical socialization skills and get the physical activity needed to thrive. Others spend their time engaging in playground disputes that spill into the classroom and detract from learning.

### **Building tomorrow’s citizens through safe, fun, and healthy play at school every day:**

Playworks is the leading nonprofit in our community leveraging the power of play before, during, and after school to transform children’s physical and emotional health.

How the Playworks model makes a difference:

Playworks partners with elementary schools, school districts, and after-school programs in a variety of ways, including:

- Providing professional training and on-going development to school staff, paraprofessionals, and afterschool care providers to run and maintain a great recess throughout the year.
- Providing on-site consultation and modeling during the school day for school staff who directly support recess needs.
- Providing a coach on site in elementary schools throughout the school day and after school.

Playworks’ evidence based program is designed to teach students new games and skills that include every child, regardless of knowledge or ability. We “level the playing field” for all kids. And by teaching new skills—such as conflict resolution, fair play, and empathy—children feel safe and bullying is reduced or eliminated.



Teachers in Playworks schools reported spending less time to transition from recess to learning activities.

**34% GAIN**

Together we can amplify the value of play in Southern California. Explore a partnership today at [social.playworks.org](http://social.playworks.org).

## Power Your School With Playworks

Playworks partners with schools, districts, and after-school programs to identify a service or mix of services to help foster a more active, inclusive, and positive environment for students. Our comprehensive model includes the following options:

### Professional Development Programs

Playworks provides professional training and on-going development to school staff, including teachers, paraprofessionals, and after school program providers to run and maintain a great recess throughout the year. Through playful, empowering workshops and on-site consultative sessions, staff learn positive group engagement strategies, game facilitation, and conflict-resolution tools. This service can be designed to feature options that include the broader school and parent community.

### Consultative Partnership

Playworks provides on-site consultation by teaming up with school staff who support recess. Playworks staff work directly with a designated school recess team to model and teach the strategies, games, and systems to develop and sustain a positive recess culture.

### Playworks Coach

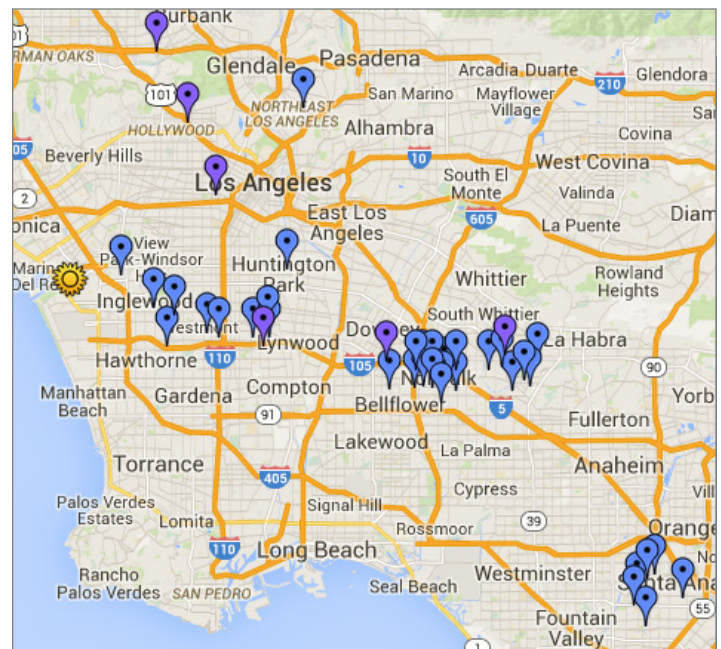
Playworks provides elementary schools with a coach who facilitates positive play at recess, throughout the school day, and after school. In addition, the coach mentors a group of youth leaders to be "junior coaches."

"Playworks has been highly successful at our school and the results were immediate decrease in bullying and increase in positive student interaction on the playground. Playworks has been a major part of improving our school. The staff is excellent and the impact to students is amazing!"

**Kery Jackson, Principal**

**WOODCREST ELEMENTARY, LOS ANGELES**

## In Your Community



**35 SCHOOLS, 31,889 KIDS, 27 COACHES**

### SoCal Annual Partner Schools Survey:

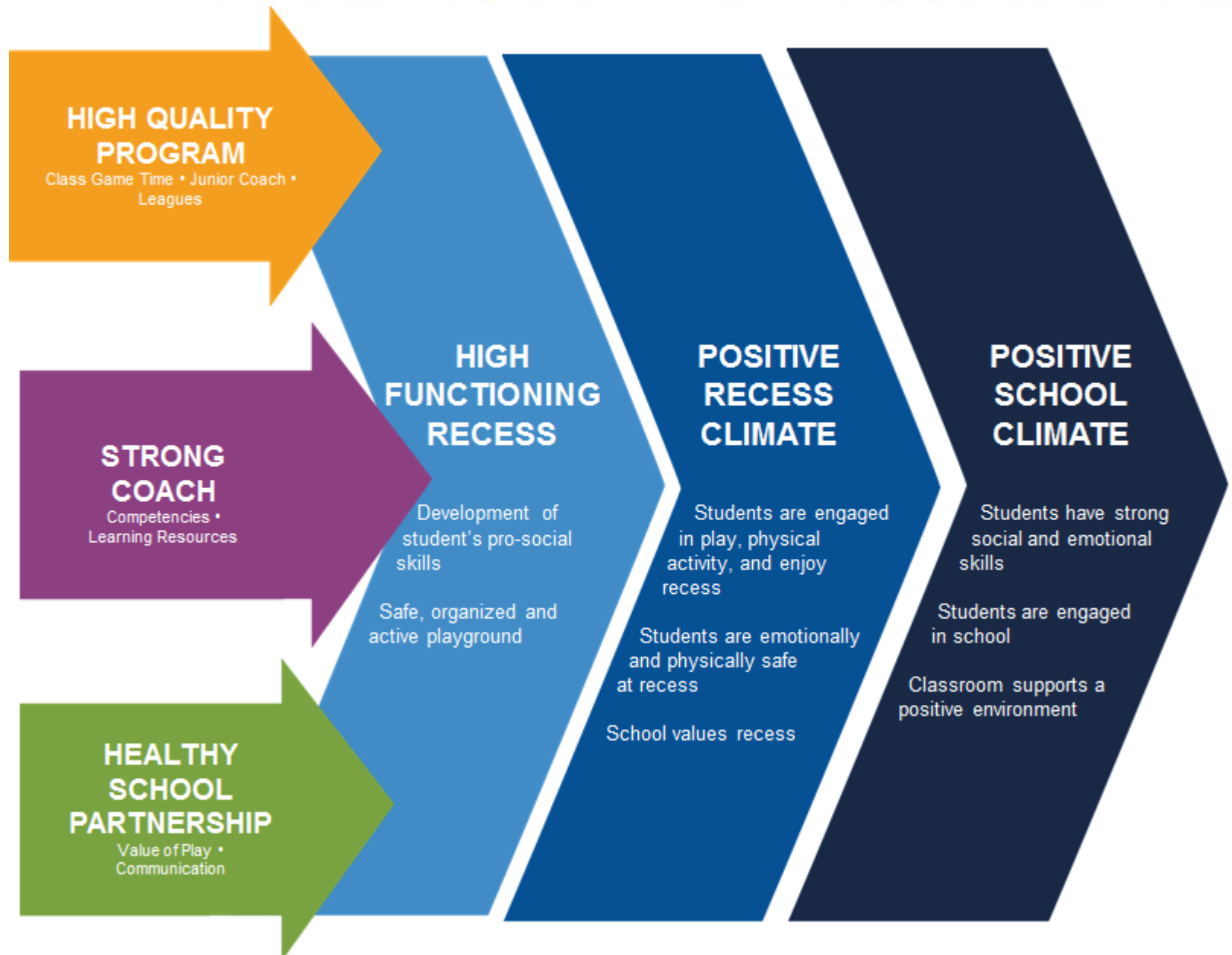
- 84%** reported a decrease in disciplinary incidents
- 96%** reported improvement in academic success
- 98%** reported an improvement in school climate
- 99%** want Playworks to return to their school
- 26 Hours** teaching time was recovered

**PLAYWORKS SOUTHERN CALIFORNIA, 5301 BEETHOVEN ST., SUITE 155, LOS ANGELES, CA 90066 T: 310.822.4172**

Playworks is the leading national nonprofit leveraging the power of play before, during, and after school to transform children's physical and emotional health. Playworks currently serves more than 900 schools in 23 cities, and reaches approximately 425,000 students directly and through professional training services.



# THEORY OF CHANGE



# HIGH QUALITY PROGRAM

## Class Game Time

1. 45 min every other week
2. Teacher participation
3. Activities connect to recess

## Junior Coach

1. Full team every recess
2. Actively leading games and supporting recess goals
3. Consistently attends on-going leadership training

## Leagues

1. Team practices together to promote physical and social skills
2. Game environment promotes positive sporting behavior
3. School community and families participate

**STRONG COACH**

**HEALTHY SCHOOL PARTNERSHIP**

**HIGH FUNCTIONING RECESS**

# PLAYWORKS DIRECT SERVICE

Transform the school day with a Playworks coach.

A full time Playworks coach facilitates positive play at recess, throughout the school day, and after school.



## Challenges to a Healthy School Culture

Too often we hear from principals and teachers about problems during recess: conflict on the playground, bullying, or students just sitting on the sidelines feeling excluded and not getting enough physical activity.

## Our Solution

We are changing school culture by leveraging the power of safe, fun, and healthy play at school every day. We create a place for every kid on the playground to feel included, be active, and build valuable social and emotional skills.

With the proven **Direct Service** program, Playworks places a full time, highly-trained, and energetic coach in your school to build a positive school culture through play. By creating play opportunities, coaches are able to transfer pro-social skills and healthy behaviors to students who will in turn, carry these skills with them into the classroom and into their communities.

A Playworks coach has the training and tools necessary to implement a fun and healthy recess, leadership program, instruction time with individual classes, and developmental leagues. The Playworks coach also provides opportunities for school staff, volunteers, and parents to get engaged in creating a positive recess culture.

## A day in the life of a Playworks coach

**8 - 8:15 a.m.**

Arrive at school, check into the front office and prep for the day

**9:45 - 10:15 a.m.**

Facilitate first Class Game Time

**10:55 - 11:10 a.m.**

Check-in with Junior Coaches and assign tasks for recess

**11:10 - 1 p.m.**

Run recess with various grades

**3:30 p.m. - 5 p.m.**

Lead Junior Coach training

**5 - 7:30 p.m.**

Coach the co-ed development league game



PLAYWORKS



## HOW DIRECT SERVICE WORKS

Playworks provides elementary schools with a full time coach who facilitates positive play at recess, throughout the school day, and after school. An expert coach, a quality program, and a healthy school partnership provide the framework needed to create a high functioning recess and a positive school culture.

- **AN EXPERT COACH** strategically addresses and removes barriers for kids to access play. Throughout the year, the Playworks coach will receive professional training on youth development best practices, weekly on-site supervisor visits and coaching, mentoring, and technical assistance from their program manager.
- **WITH THE DIRECT SERVICE PROGRAM**, the Playworks coach focuses on implementing four key areas:
  1. **Recess** - The coach creates a safe, fun, and inclusive playground by developing and modelling standard agreements for behavior and conflict resolution skills, teaching kids the rules and strategies of the games, and recruiting disengaged students to participate.
  2. **Junior Coach Leadership Program** - Junior Coaches are a mix of 4th through 6th grade students who participate in regular trainings that focus on teaching valuable skills like leadership, conflict resolution, inclusion and community action, successfully improving their self-esteem, self advocacy, leadership ability, and desire to improve academically.
  3. **Class Game Time** - The coach leads instructional time with individual classes throughout the year. During this time, the coach teaches foundational skills and activities that will prepare students so they can confidently engage in and enjoy recess.
  4. **Interscholastic Leagues** - The coach leads non-competitive teams designed to develop skills, provide a positive team experience, and teach good sporting behavior to students.
- **A HEALTHY SCHOOL PARTNERSHIP** with Playworks is achieved through open communication, an understanding of play's importance in childhood development, and the shared belief that every child should have access to play every day. This ensures that expectations of positive behavior spill into the classroom and community.

Playworks changes school culture by leveraging the power of safe, fun, and healthy play at school every day. Playworks currently serves more than 900 schools in 23 cities, and reaches approximately 494,000 students directly and through professional training services.





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Amendment to Service Agreement between Radon L. Rodriguez (dba Good Life Institute) and King Elementary School for 2014-15 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of amendment to service agreement between Radon L. Rodriguez (dba Good Life Institute) and King Elementary School for the 2014-15 school year. The service agreement was original Board approved on September 23, 2014.

**RATIONALE:**

Radon L. Rodriguez (dba Good Life Institute) will provide parent and student sessions for specifically selected at risk students and families. Parenting classes will focus on strengthening positive behavior at home, school, and provide strategies for promoting academic achievement.

LCAP Goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.

**FUNDING:**

LCAP Discretionary: \$6,000

**RECOMMENDATION:**

Approve the amendment to service agreement between Radon L. Rodriguez (dba Good Life Institute) and King Elementary School for the 2014-15 school year.



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Radon L. Rodriguez** 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 educational services for specially selected at risk students and families. The students and/or parents will participate in individual and group lessons that focus on developing specific behavior skills and as per the attached scope of work at King Elementary**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **9/2/2014** and will diligently perform as required and complete performance by **6/30/2015**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$6,000**  
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:

**Radon L. Rodriguez  
2112 N. Main St. Suite #240  
Santa Ana, CA 92706**

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 **10<sup>th</sup> Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

Radon L. Rodriguez

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

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

Deputy Superintendent, Operations, CBO

Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

562-57-1754

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

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





## **Student and Family Education Services**

This is a contract entered into by Radon L. Rodriguez (dba Good Life Institute) and Santa Ana Unified School District upon date of approval for services as written in the consultant agreement – Scope of Work Document.

The Provider's place of business is 2112 Main St. Suite 240 in Santa Ana California, 92706 and will provide services at Martin Luther King Jr. Elementary, located at 1001 S. Graham Street, Santa Ana California, 92703.

### **Scope and Manner of Services for Student**

- Students will participate on individual and or group lessons that will focus on developing specific behavior skills
- Student will participate in social-emotional skill development by participating in group activities where appropriate social interactions are model, monitored, and where feedback and home practices are provided
- Consultant will provide social skill program lessons as prevention and intervention for students who are referred and identified to be in need of social and emotional support
- Consultant will conduct grade appropriate character building and character development sessions on an individual and group setting for students
- Consultant will provide individual and group behavior interventions on personal responsibility and accountability when students encounter disciplinary actions due to behavior issues

### **Scope and Manner of Services for Families**

- Consultant will schedule parent consultation meetings to discuss home strategies provide and further support for their child/children behavior goals
- Consultant will provide parents feedback and parenting skills to reinforce positive behavior
- Consultant will provide educational sessions if needed on alternatives and positive discipline

### **Scope and Manner of Services for Personnel**

- Consultant will collaborate with teacher and provide strategies for additional support in students behavior goals
- Consultant will meet with school staff as needed to strategize and discuss student support

### **Target Population**

- Student will be recommended to participate through a referral process that includes administration, teachers' and parents
- Specifically selected at-risk families and parents of students are recommended to receive social and emotional skills support
- Families and student in need of Tier 2 - Tier 3 support

**Payment for Services Rendered**

After the approval of the consultant agreement Santa Ana Unified School District shall pay Radon L. Rodriguez according to the invoices submitted for 2 days of services during 2014-2015 academic school year and the total amount(s) shall not exceed the amounts specified in requisition form(s). This contract is set at \$6000.00.

**Applicable Law**

This contract shall be governed by the laws of the County of Orange in the State of California and any applicable Federal law.

**Signatures**

In agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

\_\_\_\_\_

Authorize signature and Title - Santa Ana Unified School District

**Radon L. Rodriguez (Authorized as signature)**

Radon L. Rodriguez- Director of family and Community Education Services

\_\_\_\_\_

Date

January 6, 2015

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with Linda Diamond Consulting for 2015-16 School Year

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the agreement with Linda Diamond Consulting for the 2015-16 school year.

**RATIONALE:**

Linda Diamond Consulting provide six days of consultation to the District literacy leadership team with an emphasis on support for the implementation for the Systematic Instruction in Phoneme Awareness, Phonics and Sight Words (SIPPS) elementary implementation, Common Core State Standard (CORE) and literacy challenges at the Middle school level, and planning for high school needs as well.

LCAP Goal 2.1: Ensure Access to the CORE instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.

**FUNDING:**

Title I CORE Set Aside: \$12,600

**RECOMMENDATION:**

Approve the agreement with Linda Diamond Consulting for the 2015-16 school year.



# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Linda J. Diamond** hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **Will provide 6 days of Literacy leadership team consultation with an emphasis of executive coaching of the Asst. Superintendent K-12, per attached proposal.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$12,600** per payment schedule in attached proposal.  
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:

**Linda J. Diamond  
1180 Sterling Ave.  
Berkeley, CA 94708**

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 **10th Day of June 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

Linda J. Diamond

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

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

Deputy Superintendent, Operations, CBO

Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

572-82-1155

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

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



**Linda Diamond, Consulting**  
**“No FACET of Literacy and Leadership untouched”**

**Exhibit A Service Description:**

Linda Diamond will provide 6 days of consultation to SAUSD Literacy leadership team with an emphasis on support for the Asst. Superintendent K-12, both for the SIPPS elementary implementation and CCSS and literacy challenges at the Middle school level, while planning for high school needs as well. **Services will begin at dates to be determined during the 2015-2016 school year.** Services will include the following:

1. Continuing to review and provide feedback on CCSS units/lessons for ELA
2. Review and advise on issues related to MTSS and middle and high school literacy.
3. Personal executive coaching to support Asst. Superintendent in her strategic needs K-12
4. Planning and ongoing support to the curriculum specialists and directors in working toward robust CCSS implementation, including discussions of materials, and implementation/PD efforts.
5. Interface with Developmental Studies regarding SIPPS needs and observation of SIPPS implementation

Work shall be provided in six, single-day trips.

**Independent Contractor Agreement**

**This Independent Contractor Agreement ("Agreement") is made and entered into by and between, Linda Diamond ("Contractor") and Santa Ana USD. ("Client").**

**1. Engagement of Services.** Contractor will provide Client with the services described above in Exhibit A.

Linda Diamond  
1180 Sterling Avenue, Berkeley, CA  
(510) 685-2993  
[lindadiamond.core@gmail.com](mailto:lindadiamond.core@gmail.com)  
SS 572-82-1155

## **2. Compensation.**

SAUSD shall pay Contractor as follows at the consultant flat rate of \$2100 per day inclusive of travel expenses consisting of air and per diem (noted below). In order to waive rental car costs, contractor will get to and from district with district personnel.

Payment shall be in six installments:

1. Installment 1 (trip 1), 30 days after first visit - \$2100.00
2. Installment 2 (trip 2), 30 days after second visit - \$2100.00
3. Installment 3 (trip 3), 30 days after third visit - \$2100.00
4. Installment 4 (trip 4), 30 days after fourth visit - \$2100.00
5. Installment 5 (trip 5), 30 days after fifth visit - \$2100.00
6. Installment 6 (trip 6), 30 days after sixth visit - \$2100.00

Total Contract: \$12,600.00

**3. Independent Contractor Relationship.** Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance.

No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine with client. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

**4. Ownership of Property.** Contractor acknowledges and agrees that all documents produced by Contractor, including but not limited to memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall retain no ownership, interest, or rights therein.

**5. Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Indiana. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Indiana, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Indiana, such personal jurisdiction shall be nonexclusive.

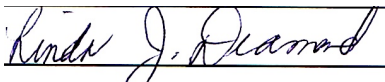
**6. Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**7. Injunctive Relief for Breach.** Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

**Contractor**

**Client**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
  
**Date: Feb. 17, 2015**

Linda Diamond  
1180 Sterling Avenue, Berkeley, CA  
(510) 685-2993  
[lindadiamond.core@gmail.com](mailto:lindadiamond.core@gmail.com)  
SS 572-82-1155



## AGENDA ITEM BACKUP SHEET

June 9, 2015

### Board Meeting

**TITLE:** Authorization to Award Contract for After-School Enrichment Program Provider Services for 2015-18 School Years

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Jennifer Cisneros, Director, Extended Learning Programs  
Jonathan Geiszler, Director, Purchasing

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#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for after-school enrichment program provider services for the 2015-18 school year.

The California Department of Education (CDE) After School Education and Safety (ASES) Program and the 21<sup>st</sup> Century Learning Centers Grant fund the establishment of local before and after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe constructive alternatives for students in kindergarten through eighth grades. The after-school program provides an opportunity to merge school reform strategies with community resources. The goal is to support local efforts to improve assistance to students and broaden the base of support for education in a safe, constructive environment. The program creates incentive for establishing locally driven after-school education and enrichment programs supportive of LCAP goal 1.10: Support Extended Learning Opportunities for Low-Income Pupils.

#### RATIONALE:

The After School Education and Safety (ASES) funding requires enrichment opportunities are available to all participating students. On March 2, 2015 a Request for Proposal (RFP) was released for after school enrichment program provider services. The RFP was advertised, as legally required, in the *Orange County Register*. Eight (8) submitters attended the mandatory submitters meeting and received bid documentation, seven (7) submitters responded to the RFP.

The seven proposals were reviewed by an after school team, consisting of individuals who currently work in after school throughout Orange County, including representation from Orange County Department of Education, Garden Grove Unified School District, and Brea Olinda Unified School District.

The proposals that received a score of 80 or more points were invited to present and interview with an evaluation committee, on Thursday, April 2, 2015. The evaluation committee viewed presentations and asked a series of questions to five agencies; Active Learning, Discovery Cube,

Boys & Girls Clubs of Santa (two proposals submitted), Toyama Karate-Do, and Jose Hernandez Mariachi Academy. The committee consisted of seven members – three district administrators, an Orange County Department of Education representative, a California Department of Education representative, a Garden Grove Unified School District Representative, and a Brea Olinda School District Representative. The evaluation committee scored presentations and interview responses out of 70 points. Administration recommends awards to Boys & Girls Clubs of Santa Ana and Active Learning. The outcome of the evaluation results were as follows:

| <b>Composite Score</b> |   |              |
|------------------------|---|--------------|
|                        | <b>Agency</b>                                   | <b>Score</b> |
| 1                      | Active Learning                                 | 161/170      |
| 2                      | Boys & Girls Club of Santa Ana (Future Leaders) | 151/170      |

**FUNDING:**

After School Education and Safety (ASES) grants:

|              | <b>Agency</b>                                   | <b>Amount</b>    |
|--------------|---|------------------|
| 1            | Active Learning                                 | \$490,107        |
| 2            | Boys & Girls Club of Santa Ana (Future Leaders) | \$473,360        |
| <b>Total</b> |   | <b>\$963,467</b> |

**RECOMMENDATION:**

Authorize administration to award contracts for after school enrichment program provider services, pursuant to RFP No. 15-15 for the 2015-18 school years, to Active Learning and Boys & Girls Clubs of Santa Ana (Future Leaders). The vendor selection is in compliance with Board Policy.

MR:JC:JG:ez



# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Active Learning** hereinafter referred to as "ENRICHMENT PROVIDER."

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide The ABC's of Healthy Living visual and performing arts dance instruction for the District's Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved June 9, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
3. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$490,107 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

6. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by ENRICHMENT PROVIDER. Notice shall be deemed given when received by the ENRICHMENT PROVIDER or no later than three days after the day of mailing, whichever is sooner.

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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**

ENRICHMENT PROVIDER:

**Active Learning  
14 Surfside Ct.  
Newport Beach, CA 92663**

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 **10<sup>th</sup> Day of June 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

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

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





# Active Learning

The ABC's of Healthy Living

## SAUSD After School Enrichment Provider Proposal 2015

### Active Learning

[www.activelearningusa.org](http://www.activelearningusa.org)

Contact: Hiba Shublak  
Address: 14 Surfside Ct.  
Newport Beach, CA 92663  
Phone: (714) 717-4534  
Fax: (714) 841-2904  
Email: [hiba@activelearningusa.org](mailto:hiba@activelearningusa.org)

**Active Learning** provides 4 specific segments to educate participants on lifelong wellness strategies: Segment 1-Physical Activities (range: Infants/toddlers, K-12 as well as parents/seniors); Segment 2- Early Childhood and Elementary PE (range: toddlers-Pre K, K-5 as well as classroom teachers);; Segment 3- Creative Movement and Dance Education(range: toddlers-Pre K, K-12 as well as classroom teachers & parents/seniors);; and Segment 4- Fitness and basic nutrition education for adults and seniors(range: adults 18 years +).

**Our Mission:** **Active Learning** is dedicated to creating, implementing, and evaluating programs that promote lifelong health and wellness, improving the quantity and quality of dance education and physical activity for children as well as teachers and parents who positively impact children's lives.

**Our Goal:** Our goal is to provide comprehensive education in dance and fitness through creative movement, technical workshops, cultural diversity, performing arts and emotional wellness.

The following proposal focuses on applying **Active Learning** as an enrichment provider of After-School Education for K-8 in the Santa Ana Unified School District. Our program provides specialized movement in dance education and combines visual and performing arts and culture that are wrapped around 21<sup>st</sup> Century skills to help students become college and career ready. We are offering six-week programs for elementary and intermediate schools in classical and cultural dance (ballet, tap, jazz, hip hop, break dance, pop & lock, African, Latin, Polynesian, Bollywood, Swing, Contemporary, Folklorico, Lyrical, Musical theater, Cheer, Interpretive plus many more and object manipulatives- props, literacy, poetry and art), fitness (yoga, Pilates, zumba) that are all combined with art from around the world.

## 1. Program Design:

The **Active Learning Dance Program** is designed to provide strategies and guidelines to increase the quantity and quality of classical and cultural dance education. We offer safe, proper and unique activities for children and their caregivers. The separate components within the **Active Learning** program provide essential goals to enlighten children about lifelong wellness within dance and fitness education. Through a range of creative master dance classes, children learn to respect who they are now and imagine the person they will become.

**Active Learning (AL)** hires college students and graduates that are masters in the fields of dance, fitness and musical theater in addition to having a background working with children and/or striving to become teachers. The hiring criterion is based on their education and experience. As a partner with local community colleges, Cal State's and Universities, **AL** recruits and retains staff through Dance, Kinesiology, Theater, Human Service and Education departments.

Along with education and experience, **AL** teachers are extensively trained in our comprehensive curriculum, classroom structure and management skills. The instructional methods are based on a progressive curriculum that is specifically aligned with the CA Health and Dance Standards and integrated with CA Common Core Standards in English, Language Arts, Literacy, History/Social Science, Math subjects.

Our research based, classroom practiced lessons, and structured schedules set our program apart from any other dance class. Within the core of the structure, students gain a comprehensive cardio-fitness workout, learn CCS standards intertwined with healthy messages for individuals, emotionally, physically and mentally. We focus on positivity throughout each lesson so students feel successful. (instead of "Don't" we say "Remember to") Beyond dance, we are culturally diverse in our programs offering enrichment education in music, rhythm, arts/crafts, theater, socialization and much more, which are all showcased at the culminating performances.

While motivating students for healthy lifestyles, our program integrates art, music and movement into captivating lessons that promote creative expression and bring reading and math concepts alive. Each hands-on learning class encompasses the development of English-Language skills & opportunities for children to:

- Apply **Literacy** using literature and games that focus on sounds, letters, blends, and words to build reading and writing skills-journal writing.
- **Math** Skills counting whole numbers, learning timing & rhythm , shapes , body in space, use of props.
- Develop **Cultural Awareness** in dance and music by exploring international dances and music.
- Practice creative dance styles that are aligned with CA and National Dance Standards
- Learn **Science/Coordinated Health & Nutrition**



The **Active Learning Dance Enrichment Program** will compliment SAUSD's Engage 360 program as a whole by working collaboratively and comprehensively with staff, parents and other community partners to strengthen the learning environment focused on raising the achievement of all students and preparing them for success in college and career.

Through dance education aligned with SAUSD mission and goals, linked to the 3 LCAP overarching goals, **Active Learning** gives children and adolescents a chance to learn a variety of specialized skills that will enhance the development of their individuality and unique characters. A report in 2013 from ArtWorks showing evidence on the impact of dance in the K-12 setting stated:

*The conclusions include that the arts build capacities that develop 21<sup>st</sup> Century skills in students and provide constructivist learning experiences for them. Longingly concludes: (1) the arts improve the school climate; (2) the arts' comprehensive tasks challenge students; (3) the arts turns schools into communities. (Overview Reports on the Benefits of Arts in Education; Evidence Report on impact of dance;1999, page 16)*

**LCAP GOAL 1: Our students need the knowledge, skills, and values to become productive citizens in the 21st century.**

Movement is essential to the learning processes, cognitive and optimal brain development. The body-brain connection lays the foundation for lifelong learning. Dance provides a multi-sensory experience that allows for deep learning and an aesthetic pathway for all students to communicate understanding through movement. Students understand dance as a universal language bridging culture, place and time. Dance students learn creativity, leadership, collaboration, acceptance, critical thinking, problem-solving, empathy, metacognition, self discipline and self esteem while celebrating culture, history and diversity.

According to recent studies from the California County Superintendents Educational Services Association (CCESA) regarding arts education in and out of the school day demonstrate the relationship between engagement in the visual and performing arts and cognitive capacities, motivation to succeed academically, and effective social behavior. CCESA urges every school to weave dance, music, theatre, and visual arts into the fabric of the curriculum, providing all students with a comprehensive education.

*The arts in after school programs provide critical tools In an ever changing global economy, after school programs that include the arts are focusing on developing student skills needed in the 21<sup>st</sup> century workplace, i.e. problem-solving, critical thinking, transfer, teamwork and cooperative planning.*

**LCAP GOAL 2: All students have equitable access to high quality curricular and instructional program that is accessible from school and home.**

**Active Learning** is devoted to SAUSD students, with approximately 60% of students as English learners, who may lack the resources or opportunities to access meaningful enrichment in art and specifically dance education. Our hands-on learning lessons, actively engage the students in the learning process, which is our priority. We offer enrichment in dance and art education to compliment the daily activities and collectively work with Engage 360 to cultivate a meaningful after school program that provides equitable access to all SAUSD K-8 students. Along with Engage 360s' high quality curricular and instructional program, we integrate valuable dance education so that each child has access to homework help, nutritious snacks, physical education and enrichment.

Over a 6-week series of dance and art education, students learn fundamental skills in technique and practice choreographed dances that are showcased at the culminating performances. For more opportunities for students to access dance education from home, we provide breakdown of choreography and dance skills on our YouTube channel and provide students with online resources.

- Valerie Rodriguez 4<sup>th</sup> grade student Monroe Elementary:  
*"I taught my cousins the moves I learned"*
- Alberto R. 1<sup>st</sup> grade student Thorpe Elementary:  
*"When my mom plays music, I am not shy anymore and I dance at home with her!"*

We also invite parents to volunteer and join our classes and activities offered. In addition we teach students fun take home crafts that inspire the whole family to move such as dance around the world game, dance charades and body

telephone. **Active Learning's** dance program includes active parent participation in many events. This helps establish family togetherness and motivates both parent and child to bond through achievement and feeling good. Each activity is designed to relate positive experience in physical activity. This has a direct benefit for nurturing the family unit with health messages, at home and in the school environment.

**LCAP GOAL 3: All students and staff work in a healthy, safe, and secure environment that supports learning.**

**Active Learning** dance education has been operating for over 15 years with 0% injuries. With more than 9 years in the after school programs in SAUSD, our physically safe programs are proven through our partnership and collaboration, which facilitates our excellence in defining secure physical space. By administering ongoing professional development trainings with our direct staff, teachers understand the importance of classroom organization and structure, administering effective classroom management and supervision for students' success. The key to our outline of safety procedures is the sequential operation of our program set up. This includes the classroom plan before, during and after class.

Our commitment to SAUSD students is to increase the quantity and quality of enrichment in dance education to link with current lessons during the school day. We are dedicated to a lifetime of preparing students and teachers for success to be college and career ready. Our safe and developmentally appropriate practices personalize the learning experience for each student. With a strong and efficient infrastructure, we continually assess and monitor program details to implement best practices for student achievement. Our expertise in research and curriculum development aligns the Common Core State Standards with Health and Dance. We will work collaboratively and extensively with SAUSD, stakeholders and our community partners to strengthen student learning.

**Active Learning's** program concentrate on efforts to ensure high-quality, personalized learning and instruction. Our Dance Curriculum is divided into different classes based on the CA Dance & Health Standards integrated with the Common Core State Standards to ensure the appropriate developmental level for each grade is met and implemented through our structured classes.

We make a significant impact on students within the 6-week rotation at the elementary and intermediate level, by teaching meaningful lessons that students find connections to each lesson culturally, emotionally and through art. Our curriculum builds in a 6-week series that begins with foundational skills in a dance style or a combination of several. The genre(s) are then methodically explored and analyzed through a multitude of activities and projects that merge art, expression, self awareness and end with a culminating performance.

Each class is constructed based on the developmentally appropriate needs of the students in elementary and intermediate grades. Activities are designed to enhance the implementation of the Common Core State Standards through active learning, creative movement and object manipulation with health and dance education. What really sets us apart from any other dance program is our implementation of healthy messages throughout our lessons that also include a comprehensive warm-up, cardiovascular and strength activity as well as a cool down portion that offers yoga and relaxation. By attending classes daily and moving in structured formats students improve and increase physical activity levels so they're ready to learn. This exceeds state mandated PE Minutes (*CA State Board of Ed- requires 200 PE minutes every 10 days or more*). Students also achieve socialization skills by making friends and connecting with their teachers and are able to consciously understand their bodies in space, how nutritious choices optimize their growth and have something to look forward to as an emotional and physical outlet each day.

Each hands-on learning class encompasses the development of English-Language skills as well as providing opportunities for children to explore, create and innovate their ideas through movement:

- Elementary and Intermediate students have the chance to apply literacy concepts by using literature to discover emotional connections in art and movement; choreograph poetry and stories through movement and dance.
- Students will practice Math-CCS skills by using:
  - Sequence and Patterns: through rhythms and dance choreography
  - Problem Solving: by creating dance patterns, exploring body shapes, levels in space and working in groups and partners.
  - Addition/Subtraction/Multiplication and Division: by creating dance patterns in boxes of 32 counts each
  - Explore corners, angles and turns  
(A corner is where two edges meet or where one edge turns and changes to a different direction. Edges are straight and consequently, corners are sharp.)  
"Make a corner with your elbow."

What is the space in between the two arm bones called? (Angle)

"Make a corner with your knee."

"Find another way to make a corner with your body." Find another way to make lots of right angles".

- **AL** instructors integrate Science/Coordinated Health CA standards and Nutrition by teaching:
  - The Human Body, muscles, lungs and heart
  - The Heart Rate
  - Nutrition and it's affect on personal performance
- History/Social Science and cultural awareness are taught to children and adolescents through lessons about:
  - International History of different cultural dances, music and art.
  - Classical dance styles and art through time.
- Socio-emotional skills are achieved through character education, team work by:
  - Working in groups, team work
  - Working in partners
  - Independent practice and following instruction
  - Multitasking by creating, following and learning new styles of dance
  - Practicing patience by watching and critiquing others
  - Becoming more self confident by having the opportunity to master skills in a supportive environment
  - Practicing Perseverance by working through different choreography and live performance
  - Learning simple, non-competitive, non-threatening dance choreography
  - Finding an outlet for emotions and behavioral problems

The instructional methods are outlined in our class structures:

Table 1:

| Elementary/Middle School Schedule  |  |  |
|--|--|--|
| 6-week Agenda  | 5-Day Week Agenda  | 45-60 Minutes Class Agenda   |
| <ul style="list-style-type: none"> <li>• Week 1-Intro to dance workshop</li> <li>• Week 2-Fundamental skills and technique</li> <li>• Week 3-Exploring the Elements of Dance</li> <li>• Week 4- Applying what we learned into Choreography</li> <li>• Week 5-Creating and Critiquing</li> <li>• Week 6-Practice and Performance</li> </ul> | <p><b>Mondays</b><br/>Intro to Cultural/Classical Dance</p> <p><b>Tuesdays</b><br/>Cultural/Classical Dance</p> <p><b>Wednesdays</b><br/>Arts/Crafts Dance Activity</p> <p><b>Thursdays</b><br/>Theater-Dance Game</p> <p><b>Family Fridays</b><br/>Cultural/Classical Dance</p> | <p><b>Introduction-Review (Health Standards)</b><br/>10 minutes</p> <p><b>Dance Fitness Warm Up</b><br/>10 minutes</p> <p><b>CCS-Dance Standard Activity</b><br/>15 minutes</p> <p><b>Dance Choreography</b><br/>10 minutes</p> <p><b>Cool Down, Stretch-Yoga</b><br/>5 minutes</p> <p><b>Review &amp; Journal Art (Health/CCS/Dance Standards)</b><br/>10 minutes</p> |

For elementary students, classes are structured in segments to provide meaningful learning that is student centered. Classes are separated by grade level spans: Kindergarten to 2nd grade and 3rd-5th grade. Depending on sites however, some exceptions are made for combination groups such as Kindergarten-1st, 2nd-3rd graders and 4th-5th graders together. For Intermediate schools, classes are 60 minutes and students are usually grouped together. Individual sites may differ and we are happy to accommodate the needs of the students according to the site details. In all classes students are taught motor and mental skills in a multitude of formats encompassed with classical and cultural styles for a wide variety of fitness and dance education. By participating in class and working in their journals, each grade level will:

- *Discover* what they already know about dance and choose a goal of what they want to learn by the end of the session.
- *Identify, discuss and demonstrate* an understanding of the elements of dance.
- *Create* movement patterns by themselves, with partners and/or in groups that will be showcased at the performance.

- *Learn* brief history and cultural aspects about various dance genres.
- *Critique* novice (with classmates) and professional dance performances (either through video, fieldtrip or live performers).

**Active Learning**, use student performance as a means to teach students to grow and develop into performers and informed and thoughtful audience members. Students discover through dance that their bodies are capable of expressing a multitude of thoughts, ideas and experiences.

## 2. Elements of High Quality Programming:

**Program Leadership:** *Active Learning's* Executive Director and Program Coordinator will oversee individual dance teachers per site and continually link with administrators to ensure programs are of the highest quality centered around four main elements of the program environment a) Linkages to the school day and positive relationships, b) high quality staff c) safe environment and appropriate physical space, d) high interest programming

**a) Linkages to the school day:** *Active Learning (AL)* maintains strong collaborative partnerships with the school through regularly scheduled meetings, email and other communication means. In order to promote team building, provide leadership support, and communicate with staff, the Executive Director and Program Coordinator will make and maintain contact with the site principal, site coordinators and school administration to ensure ongoing synchronization and parent interaction between the school day and *AL* programs.

The Executive Director and Program Coordinator will meet with school administration and introduce the assigned dance teachers, review the program details that include the desired grade levels and secure a physically safe space on site for the activities (usually held in the MPR or Library). This also acquaints the dance teachers with the site location and space details. We also learn the individual school site behavioral procedures and adopt them into our classes to extend behavior management into the after school program from what students are learning during the school day. Team leaders will frequently visit the site to maintain quality of service and enhance student learning environment. The Executive Director and Program Coordinator regularly communicate with site administration to ensure that procedures and policies for both *Active Learning* and school day staff are working harmoniously together.

The Executive Director will make recurrent visits throughout the 6-week sessions during school year to experience, observe and evaluate the activities at the site and to facilitate regular communication with the Program Coordinator and school day staff. The Program Coordinator and dance teachers will link with parents and students to create an inviting and welcoming program environment for families. During student pick up, the Program Coordinator and dance teachers will collaborate with parents on their child(ren)'s behavior and progress and invite them to family dance fitness classes every Friday and culminating performances at the end of the 6-week program.

Each site will receive a printed welcome packet, also available online, that includes *Active Learning's* outline of curriculum with online resources, dance strategies, policies and procedures, journal writing ideas and practice tools for students and families to do at home. The lesson tools offered include: custom made music with appropriate content that can be downloaded online from the *AL* website; You Tube video tutorials and an outline of objectives from our curriculum aligned with the CA Common Core Standards incorporating Literacy, History/Social Science, Science and Math as well as the CA Health and Dance standards.

Our program policy and procedure standards are adopted from the *Generic Mentoring Program Policy and Procedure Manual Effective Strategies for Providing Youth Mentoring in Schools and Communities* ( Linda Ballasy, Mark Fullop, and Michael Garringe Published by: The Hamilton Fish Institute on School and Community Violence &The National Mentoring Center at Northwest Regional Educational Laboratory supported by the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice, Revised 2007)

One of the cornerstones of *Active Learning's* program is a policy and procedure manual that provides governance and guidance in the delivery of services. This research-based and best practices manual specifically addresses its purpose, rules, and procedures. There are many important facets to administering a quality program and written policies and procedures contribute greatly to the long-term stability and safety of our program by:



- Providing documentation of our organization's vision and operating principles. Providing staff with clear guidelines on how to administer a program. Detailed with step-by-step instructions on how to administer our program activities and clearly defines staff roles, agency expectations, and routine operating guidelines.
- Addressing risk management issues. We provide clear and explicit instructions on how every part of our program will be administered. Our policy and procedure manual will help eliminate uncertainties concerning how to safely, effectively, and consistently run the program.
- Ensuring consistent operations. By clearly detailing, in writing, how our program is run, we minimize organizational knowledge loss and program disruption.
- Serving as a baseline for continuous improvement. Our program continuously examines its services for improvement structure of current program practices.

For school day staff we provide a manual that reflects our policies, which require our classes be held indoors to minimize external noise and other distractions, keep equipment clean and offer a safer space and environment for the students to allow for floor work during classes. Each site will differ and certain exceptions to this policy can be made to accommodate the student's safety and maximize activities. Classes are structured by developmentally appropriate age groups (K-2; 3-5, 6, 7-8) and broken up into segments as shown in **Table 1.0**.

**b) High Quality Staff:** The **Active Learning (AL)** teachers lead participants through creative movement, dance and physical activities and educate students in various dance genres including technique, footwork and performance. We hold the highest standards for the quality in **AL** staff. **Active Learning** hires college students and graduates that have intentions of working with children and find joy in teaching children. Our teachers get to know their students and modify their lessons to meet their needs. Staff expectations and program measurements are continually monitored with varied evaluations and assessments at each site, for student growth and **AL** teacher conduct. **AL** expectations are met by extensively training and supporting staff so they know what is expected of them and what their job responsibilities are before working with students.

**Active Learning** has partnered with local campuses in and around Orange County such as California State Universities, Fullerton and Long Beach; University of California, Irvine and local community colleges that link a teacher certificate program with the dance departments such as Orange Coast College, Cypress, Coastline, Santa Ana and Cerritos College. In addition we have an ongoing internship program with California State University, Fullerton where interns have the opportunity to work with children in dance and gain college credit through various assignments. We have also recently partnered with Santa Ana High school to recruit high school dance students to participate and learn the aspects of teaching dance to children from experts. We have had so much success that two of our former **Active Learning** students are currently assistant teachers in the program. **AL** participates in seasonal career fairs and also enlists with numerous talent agencies. Often, staff report "This is my dream job", "The pay is great!", "I excel in my college courses from this work".

In compliance with the requirements of the Elementary and Secondary Act (NCLB), **Active Learning** hires committed individuals that demonstrate professionalism and instructional vision by attending mandatory monthly professional development trainings and seasonal dance/fitness and PE conferences to support and strengthen student learning and achievements, which is monitored through program and staff evaluations. Furthermore, teachers are required to follow the set curriculum aligned with the Dance, Health and Common Core State Standards along with custom music provided by **Active Learning** as well as write lesson plans, create dance routines and film You Tube video tutorials to showcase their choreography.

**c) Safe and Appropriate Environment:** As a proud community partner with over 9 years in the SAUSD After School Programs and 0% injuries, our physically safe programs are proven by communicating effectively with site administration to secure physical space during each enrichment rotation. Our ongoing professional development trainings outline the importance of classroom organization and structure, and guide teachers in creating effective classroom management and supervision for student's success. The basis to our framework of safety procedures is the sequential operation of our program structure and classroom strategies before, during and after:

- Recruit, hire and train qualified teachers: teachers are trained extensively in classroom management and organization strategies to capitalize on student learning.
- Scope out space details: for physical safety, the room must have adequate space for activities to be conducted safely. This is usually held in the MPR or Library.

- Classroom organization-boundaries: equipment such as cones, poly spots, lines and more are used to give students a visual understanding of where to stand and what is expected of them while using personal and shared space.
- Classroom management strategies provided and enforced to maximize student learning environment.
- Supervision enforced with teacher assistants and management
- Communication with students on safety during class is clearly defined and taught as responsible and respectful behavior with rewarding results.

Prior to start date, the Program Coordinator and Executive Director examine each site's physical space and environment to ensure it is appropriately equipped for staff members to conduct a range of activities that promote both mental and physical wellness of participating students. The main aim is to make sure that students are in a safe, supervised environment. Then it is documented that site space is safe, clean, secure and in proper condition for use. Once adequate and comfortable space is secured, classroom organization procedures are revised and set up such as boundary markers, cones, lines or poly spots are set out to ensure students know where to go and what they are expected to do. Classroom management strategies are put into place through extensive staff trainings and best practices. Class is limited by age/developmental appropriateness and number of students. The classes are structured by grade level to ensure student's learning is maximized and to monitor implementation of best practices. Finally, policy procedures (linked with the school day) are communicated to students so they know what is expected of them and what the outcomes are (rewards, consequences). Supervision from additional staff is mandated to monitor student behavior and ensure directions are followed. Each site will vary in the number of enrichment partners need to comply with the 20:1 ratio, and our extensively trained teachers and assistants will provide a safe physical and emotional space for each child throughout the entire hours of program daily.

Our classroom management techniques have been adopted by many other programs as a source of gathering large groups of students and keeping their full attention in a safe, respectful and responsible way. **Active Learning** requires all the teachers to attend mandatory ongoing child development and classroom management trainings to ensure these techniques are contemporary and taught within each lesson and class. In addition, students learn about spatial cognition and awareness: participants learn how to safely move in shared and personal space with a stronger sense of body awareness.

**Active Learning** believes the awareness in our bodies can modify behavior and physical sensations. Do we dance differently if we had a tough day or a great day? According to an article in *Voice of OC* by Tracy Wood released on May 15, 2011 "A student's well-being is directly tied to achievement," stated Deputy Superintendent Cathie Olsky. "If you don't feel good, you're not going to do good."

**Active Learning** was born to create an emotionally supportive and safe environment for students. From the first day of class, teachers automatically set the tone of a learning environment for students and reward them for their participation and having fun. Children and adolescents also have the chance to perform for families and their peers. They learn the role of being an audience member and that of a performer. Together they share and support each other in performance and participation. Moreover, students gain the freedom of self expression through movement as a stress relief for psychosomatic wellness. Dance is a fun activity for children and adolescents and having fun is good for everyone. The positive social impact and connections students make with their peers in class also helps them develop an excellent sense of team work and socialization in a healthy environment while exercising. This helps students learn about lifetime fitness habits through group exercise and dance.

Furthermore, AL instructors are here to encourage the development of leadership and critical-thinking skills for the future by utilizing a technique called *Spaces*.

- **Inner Space** -self awareness and self esteem; activities taught to orient a child towards getting to know more about him/herself (ex. aerobic dance. How does my body feel? What does the activity do for the body?)
- **Outer Space**-facing the unknown, creativity, problem-solving, creativity; encourages the explorer within a child (ex. throwing for distance. Throw a variety of different objects such as a ball, feather, scarf, paper airplane or ball of paper. Which object goes the greatest distance and why? Have kids measure and record distances. Does the person throwing the object affect the distance; does it matter if the activity is done inside or out?)
- **Shared Space**- creates opportunities for socialization and teamwork. How space is shared independently or in a group, resolve conflicts, use communication;(ex. Playing in a small circle with everyone standing as close together as possible. What happens when too many people try to share the same space?)

In every domain of development, there should be an awareness and emphasis on developing each of the spaces within a child. Spaces provides a perspective for looking at the world and preparing kids for a high-tech and global future. When we choose activities that also meet the developmental needs of the individual child, we are promoting optimal growth and development.

d) High Interest Programming: **Active Learning** identifies needs assessment and design a system to uphold a benchmark of quality learning services for student achievement and healthy lifestyles. One effective method used to recruit students for after school enrollment (since 2006) is the lunch time performances we offer. After a thrilling and colorful dance showcase, teachers interact with the student body through incentives and mass enrollment form distributions that have proven to raise ADA numbers for SAUSD after school programs. For more than 9 years **Active Learning** has serviced SAUSD schools, our class attendances have always exceeded the 85% goal at all sites. The offering of such programs has proven to raise and maintain attendance numbers throughout the year.

Our innovative games, lessons and modern music and movement activities attract students of all ages. In addition, we incorporate object manipulation into creative classical & cultural dance styles to give children and adolescents a chance to learn a variety of skills that will enhance the development of their individuality and unique characters. Many schools currently use **AL** services as a reward incentive for student achievement. With successful completion of the program, children develop a positive sense of self as well as a healthy physical and emotional outlook. Furthermore, we offer incentives that motivate students to come back such as awards for achievement. Our progressive curriculum builds each week, giving students the chance to excel in technique and various specialized skills in dance.

Parents are proud to have their children participate with **AL** for many reasons: safety after school with an emphasis on health and fitness education, body awareness, socialization skills, relief of stress through movement, cultural, musical and performing art appreciation as well as having fun. Parents see the growth of their children's skills at the family dance days and during the culminating performances. Students showcase what they learned each week and present their dance journals that highlight English-language skills and creative art expression..

MacArthur Fundamental reached out to **AL** to ensure program existence for 2012 Spring. With an upcoming visit from the CA Dept. of Education Portola Intermediate school in Orange, sought after our support to recruit and maintain attendance in the after school program. We were brought in for one month and grew a dance program that began with 11 students on day one to 37 in a matter of 4 weeks. Principals valued the immediate connection we made with the students, that they have partnered with us to provide seasonal award dance assemblies. CA Department of Education representative enjoyed the dance class so much that he participated for the full hour and had only positive comments to report about the program.

We pride ourselves with the uniqueness of setting healthy trends in schools and communities by updating our music, movements, lessons and games to the most contemporary styles that currently define the culture. **AL** teachers make an impressive appearance, appropriately uniformed in T-shirts and use the latest cartoon characters and media fads to enhance their lessons. In addition we provide a class structure that offers suspenseful cliff hangers each week to attract students' return and participation in the evolving curriculum with culminating events to showcase their progress, such as student performances in local parks or that are linked to You Tube, presentations by guest artists, healthy incentives and supportive awards.

### 3. Organizational Design

Capacity: **Active Learning** staff recruitment and retention is based on 3 main topics: a) program recruitment and hiring process; b) staff retention strategies and c) staff reviews.

a) Program Recruitment and Hiring Process: **Active Learning** has the capacity to recruit and hire staff through local universities and community college partnerships with dance, performing arts, Kinesiology and education departments. As a resource to **AL**, Orange Coast College, CSU, Fullerton & Long Beach, Chapman University, University of California, Irvine and Cypress Community College refer approximately 10-20 students, graduates and interns per semester as potential new hires and volunteers. Colleges also invite **AL** to recruit at seasonal career fairs. Resumes and job descriptions are available to SAUSD upon request.

b) Staff Retention Strategies: All of the staff describe an enjoyment of working with children and express that their job is a positive experience. **Active Learning** has had 85% of recurring staff applying to work in the same position and



100% renewal of re-hire with 40% maintained as active staff at current status, since 2006. Moreover, the majority of our recruitment and retention is from our very own staff which has enlisted 80% rate of new hires since 2006. **AL** teachers are so proud of their job, supporting student achievement and joy through dance; they constantly share any open job opportunities with their peers and colleagues. Moreover, we take pride in supporting our staff with:

- Ongoing trainings and online resources (staff portal on website, custom music, lessons and classroom management strategies)
- Offering academic credit and competitive salaries,
- Providing collaboration with management and direct service staff
- And an office library of equipment and educational tools to encourage creativity in lesson planning strategies.

c) Staff Reviews: Staff expectations and program measurements are continually monitored with varied evaluations and assessments at each site, for student growth and **AL** teacher conduct. **AL** expectations are met by extensively training and supporting staff so they know what is expected of them and what their job responsibilities are before working with students.

Staff Absence and Substitute Policy: In education we connect students to aspects of their culture. Active Learning teachers find rewards in serving the Santa Ana community, which is composed 60% of English learners. The fulfillment of connecting with students on a weekly basis creates a consistent relationship and establishes trust between the student and teacher. Instructor commitment and attendance is strongly enforced to comply with **AL** standards of excellence and expectations. In addition, our strategic placement of multiple instructors per site with assistants and substitute teachers maintain the 20:1 ratio and student's learning environment with consistent lessons. In the event in which a staff member is absent, classes are substituted by **AL** on call staff and Program Coordinator. For successful program implementation, teamwork is emphasized with **AL** staff and school day to work together for effective conflict resolutions. Consistent communication between the Executive Director, Program Coordinator, dance teachers and school day staff will help maintain a collaborative atmosphere both within the school day and with the after school programs.

Professional Development: **AL** teachers attend weekly professional development trainings to review and develop in the following ways:

- Creating and implementing comprehensive lesson plans to strengthen student achievement that are developmentally appropriate and aligned with the K-8 CA Common Core Standards.
- Gain an understanding of and practice hands-on classroom management skills, etiquette and professionalism in the school environment.
- Exposure to varied dance styles, teaching methods and working with other specialists in dance. (team teaching and mentors, master teachers and artists)
- Gain practical experiences that focus on establishing relationships with children and developing guidance and collaboration techniques in facilitating learning.
- Creatively express their talent, skills and passion by mentoring younger generations and by teaching dance as a profession.

**Active Learning** also offers contracted professional development trainings to classroom teachers, program leaders, site directors and parents as requested. By providing in-services for parents, teachers, administrators and more we teach them developmentally appropriate, realistic and simple ways of implementing daily physical activity, fitness and dance into education and exercising at school, work and home!

Communications/Information Dissemination: **Active Learning** program offerings, evaluations and research-based measurements are shared bi-annually with local partners in the community, through meetings, conferences, special events and workshops; posted on **AL** website and social media; provided to SAUSD and Santa Ana agency partnerships. Some community partners that we have worked with are OCDE-After School ASES programs, ONEOC, NuPAC (Nutrition and Physical Activity Coalition of OC), Network for a Healthy CA-OC County of Health Services, KID Healthy, Community Action Partnership of OC, **Active Learning** Advisory Council Members, The Heritage Museum of OC, The City of Santa Ana, Anaheim City USD, Boys and Girls clubs of Santa Ana, Anaheim Achieves, Orange County Head Start, Molina Healthcare-Inland Empire, TheStudioOC-Santa Ana, and many more. **AL's** Social Media Coordinator updates current performance results of program on website and other media outlets such as **Active Learning** Facebook and You Tube.

Evaluation results are shared with local partners, school personnel and parents through journals, performances and newsletters. One of the ways we implement the CA Common Core Standards is by encouraging journal writing and presentations on student's behalf; which are showcased in a culminating event/performance at the end of each semester. Parents, school personnel and community partners are invited to see the results of the program content, which are



physically demonstrated and presented with student produced journals. Bi-annual newsletters are delivered to community partners and school personnel through email to highlight success in achieving CA state mandated PE minutes, ADA increases, English-Language skills and motor and mental skill enrichment. Sites are encouraged to include newsletters with parent letters and announcements.

**Volunteers:** *Active Learning* has partnerships with local organizations such as ONEOC-volunteer center of OC, varied universities and community colleges in dance, performing arts, social services and education departments. Annual career fairs at the local college and university campuses invite **AL** to recruit potential volunteers and interns. Interns receive semester academic credit and volunteers build personal resumes.

Volunteers are invited to attend the monthly professional development trainings with potential for hire. In addition, they may be required to assist Program Coordinator with basic administrative duties and provide support to the assigned dance teachers on site. Part of the orientation process with **AL**, is for volunteers to shadow and assist master teachers at sites, help manage classes and perform dance choreography.

We also invite teachers and parents to volunteer daily in our programs. Opening up classes in the afterschool program to parents, will give us the opportunity to communicate openly with each other in order to measure and assess the best possible practices for student growth at school, at home and in the community. Furthermore, parents will have a firsthand view on the safety of their children during the program and will also have the opportunity to build trusting relationships based on respect, responsibility and results.

#### 4. Program Evaluation

*Active Learning's* dance education program strives for continuous improvement. Our evaluation plan is based around the Seven Building Blocks to SAUSD Success, preparing all students to be college and career ready. **AL** program expectations are clear, specific and overt so students know what is being asked of them and their achievements are tangible. Furthermore, after each lesson, unit, semester or year, we make any adjustments to improve student learning experiences. The evaluation plan runs in a series of 6-week daily programs per school year. It contains multiple measures to assess what SAUSD students per each grade level (K-8) know and can do with respect to various dance and fitness genres, aligned with the elements of dance and CA Dance Standards.

*Active Learning* utilizes periodic evaluations to identify program strengths and weaknesses throughout the school year as they are critical for the sustainability of the program, an instrument to inform constant self-improvement and evidence of program outcomes. We administer regular assessments to ensure continuous improvement and measure program effectiveness centered on a detailed plan for evaluation of program activities, staff performance, and student development. These are comprised on five assessment indicators 1) Method of evaluation for staff performance; 2) Method of evaluation for program activities; 3) Method of evaluation for student engagement; 4) Evaluation of students' improvement on academic achievement (based on the CA Dance Standards); and 5) Evaluation findings are used for program improvement.

##### Clear Focus on Learning:

- **AL Methods 2) 3) 4) & 5)** Evaluation findings are used for program activities, student engagement and achievement with reinforcement of academic achievement in our educational curriculum aligned with the California Dance and Health standards integrated multi-disciplinary subjects with Common Core Standards.
- **Data Sources Used:** both quantitative-rubrics and scales as well as qualitative-surveys on lesson objectives, activities, attitudes, personal interviews, observations and journals.
- **What is Measured:** Rubrics for performance objectives- skills mastered based on standards and scales to measure academic achievement improvement. Survey responses on attitudes-motivation of students behavior to attend, participate and perform, personal interviews-what students enjoy most about class structure, observations- progress in skills and journals-connecting to the CCS, English-language development, literacy and elements of dance.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session as well as daily observations and self reflection journals to be implemented and monitored. May be used with a focus group.

##### Comprehensive Accountability:

- **AL Methods 1) 2) 3) 4) & 5)** Evaluation for program activities and for staff performance: growth of technical skills in dance, motor, mental and social skills, emotions and cognitive development with respect to movement.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives, observations and journals.

- **What is Measured:** Rubrics for skill improvements based on CA Dance Standards; Survey responses on lesson objectives, observations- progress in skills and journals-connecting to the CCS, English-language development, literacy, elements of dance and Health content standards.
- **How Used To Determine Success:** Pre and Post tests will be administered at the beginning and end of the session, as well as weekly surveys, observations and journals to be implemented and monitored on a daily basis. May be used with a focus group.

**Climate:**

- **AL Methods 1), 2) 3)& 5)** Evaluation findings are used for program activities, improvement and for staff performance: Monitor class structure and environment, staff supervision, policy and regulations: *Respect, Responsibility, Results.*
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives and observations.
- **What is Measured:** Rubrics on after-school safety: 1) Program space that is safe, clean and secure; 2) System is in place that keeps unauthorized people from taking students from the program; and 3) Students are carefully supervised. Survey responses on staff and student attitudes, observations on supervision and space.
- **How Used To Determine Success:** Extensive professional development trainings with an emphasis on classroom management, **AL** policies, student safety, class structure and environment are monitored regularly.

**Capital:**

- **Methods 1), 2) & 5)** Evaluation findings are used for program activities, improvement and for staff performance: Identifies the resources necessary for high quality program outcomes.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on supplies necessary for program operation.
- **What is Measured:** Analysis based on program operation including in-direct and direct services, physical supplies (i.e. music, art, equipment/props) and needs assessment on professional development trainings for staff progress, fund allocation-what is most cost effective and strategies to lower costs. Site monitored to verify needs assessment for equipment and staff training.
- **How Used To Determine Success:** Pre and post budget analysis will be conducted at the beginning and end of each 6-week session as well as the school year. We will administer quarterly reports on needs assessment and fund allocation that determine most cost effective strategies for program quality.

**Communication:**

- **Methods 2) 3) 4) & 5)** Evaluation findings are used for program activities, student engagement and achievement.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on lesson objectives, activities and observations.
- **What is Measured:** Rubrics for skill improvements based on CA Dance and Health standards. Survey responses on elements of dance and observations- progress in performance skills in technical specialized movement in dance and fitness; progression in fitness levels per grade level: cardiovascular, strength, flexibility and endurance training that focuses on teaching students ways to be active for a lifetime to strengthen a unified message and broaden the awareness of healthier lifestyles for the whole family.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session as well as daily observations to be implemented and monitored.. May be used with a focus group.

**Community and Parent Involvement:**

- **Methods 1), 4) & 5)** Evaluation findings are used for program activities, improvement and for staff performance: Implications of parent and family involvement. Culminating dance performances and family exercise classes will be held to promote togetherness and socialization skills at school sites and through community events. Partnerships with City of Santa Ana, Toyoma Karate Doe, American Cancer Society, SAUSD Parent Conference, Dad's University, Network for a Healthy CA, OC Healthcare Agency, KIDHealthy, CAPOC, as well as stakeholders invited to performances and student performances at community events.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on performance objectives and lessons to increase parent-child togetherness in program.
- **What is Measured:** Rubrics for attendance with respect to parent/family involvement. Survey responses from parents' attitudes towards student achievement, physical and emotional wellness and socialization skills.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of the session, observations to be implemented and monitored on a daily basis. May be used with a focus group. Clear and concise reports will be administered to all stakeholders through quarterly reports, including background

information, all evaluation questions and descriptions, how data was analyzed, findings and conclusion with recommendations.

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#### **Commitment and Capacity:**

- **Methods 1), 2) & 5)** Evaluation for staff performance and program activities. Assess number and type of mandated professional development trainings and monitor staff instruction to secure that staff competency is thriving for student success.
- **Data Sources Used:** both quantitative-rubrics as well as qualitative-surveys on staff attitudes and regular self-reflection and employee performance assessments.
- **What is Measured:** Rubrics for skill improvements based on developmentally appropriate activities for students, using CA Dance Standards, regular PBIS trainings, classroom management on safety and supervision, **AL** policies and standards. Survey responses on program, support, performance and professional development trainings and observations to monitor and reward staff success in implementing student-learning environment.
- **How Used To Determine Success:** Pre and post tests will be administered at the beginning and end of each training to measure student-learning outcomes, as well as ongoing observations at site to verify implementation of program goals based on **AL** policies and standards.

**Active Learning's** targeted audience is intended for SAUSD with approximately 60% of students as English learners. Our purpose is to identify students' engagement and achievement in technical motor skill competency and specialized movement in dance, as well as social skill development and joy of participation. This is especially important in documenting program outcomes. Overall satisfaction evaluations are also assessed among staff, students, and families and shared with SAUSD to ensure that expectations and the needs of all program participants are being met. Evaluation findings are consistently reviewed and made readily available in order to examine program progress.

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#### **5. General Budget Information**

| Direct Services<br>20:1 Adult to<br>Student Ratio                 | Elementary Based on 774<br>Students                              | Middle Based on 112<br>Students   | Direct Services per year  |
|---|--|---|---------------------------|
|   | 13 Enrichment Providers<br>per Team of Sites                     | 2 Enrichment Providers per<br>Team of Sites   |                           |
| Expert Artists in<br>Dance and Fitness<br>Education               | 134 regular days (4 hours) =<br>536 hours                        | 137 regular days (4 hours) =<br>548 hours   | 177 school days           |
|   | 43 modified days (5 hours) =<br>215 hours                        | 40 modified days (5 hours) =<br>200 hours   | 5 days per week           |
|   | 751 hours total  | 748 hours total   | 35.4 weeks                |
|   | 751 hours/35.4 weeks   | 748 hours/35.4 weeks  | \$292687.20 (elementary)  |
|   | 21.2 hours per week  | 21.1 hours per week   | \$44816.40 (Intermediate) |
|   | \$30/hour x 21.2 hours<br>=\$636/week                            | \$30/hour x 21.1 =\$633/week  |                           |
|   | \$636 week (35.4 weeks) =<br>\$22514.40                          | \$633 week (35.4 weeks) =<br>\$22408.20   |                           |
|   | \$22514.40 (13 teachers) =<br>\$292687.20                        | \$22408.20 (2 teachers) =<br>\$44816.40   |                           |
| <b>Total Direct Services per year</b>                             |  |   | <b>\$337503.60</b>        |
| <b>In-Direct Services Oversight 9.47%</b>                         |  |   | <b>\$42398</b>            |
| <b>Statutory &amp; other Employee Benefit Costs 25%</b>           |  |   | <b>\$84376</b>            |
| Professional<br>Development                                       | Description  | Cost  | Total per year            |
| Classroom<br>Management/Child<br>Development<br>Teacher Trainings | 160 hours per teacher based<br>on 25 teachers per school<br>year | 41 hours (\$12/hour) = \$912<br>\$492 (15 teachers) =                                 | \$7,380.00                |
| Contracted Services   | Specialists/Artists to train staff<br>on curriculum              | \$150/expertise choreographers;<br>3 trainings per school year (3 to<br>4 hours each) | \$450.00                  |
| <b>Total Professional Development</b>                             |  |   | <b>\$7830</b>             |
| Supplies &<br>Equipment   | Description  | Cost  | Total per year            |

|   |  |  |                    |
|---|--|--|--------------------|
| General school and art supplies             | Journal and Art supplies to correspond with dance curriculum. Includes paper, markers, pencils, glue, notebooks based on 774 elementary students and 112 intermediate per rotation, total 6 rotations per year | 886 students per rotation (6 rotation) = 5316 students<br>\$1.12/per child (5316 students) = \$6000.00 | \$6,000.00         |
| Object Manipulatives                        | to correspond with curriculum. Includes scarves, bean bags, hula hoops   | \$0.00   | \$0.00             |
| Transportation                              | not applicable   | \$0.00   | \$0.00             |
| General operating                           | Music, USB/Aux Cables, Incentives for students; Copies/Print (Evaluations, Surveys, Parent Newsletters, SC and Site communication (i.e. schedules)   | 5316 students per school year (\$2.25 per child) = \$12000.00  | \$12,000.00        |
| <b>Total Supplies &amp; Equipment</b>       |  |  | <b>\$18000</b>     |
| <b>Total Direct</b>                         |  |  | <b>\$337,504</b>   |
| <b>Total In Direct</b>                      |  |  | <b>\$42398</b>     |
| <b>Total Statutory &amp; Other Benefits</b> |  |  | <b>\$84376</b>     |
| <b>Total Professional Development</b>       |  |  | <b>\$7,830</b>     |
| <b>Total Supplies &amp; Equipment</b>       |  |  | <b>\$18,000</b>    |
| <b>Grand Total per Year</b>                 |  |  | <b>\$490107.60</b> |



| <b>Elementary</b>   |   |                 |
|---|---|-----------------|
| Budget  | Rate  | Total           |
| <b>Direct Services 20:1<br/>Adult to Student Ratio</b>            | 177 school days 5 days per week 35.4 weeks<br>751 hours total<br>134 regular days (4 hours) = 536 hours<br>43 modified days (5 hours) = 215 hours<br>751 hours/35.4 weeks<br>21.2 hours per week<br>\$30/hour x 21.2 hours = \$636/week<br>\$636 week (35.4 weeks) = \$22514.40<br>\$22514.40 (13 teachers) = \$292687.20 | \$292687.20     |
| <b>Statutory &amp; other<br/>Employee Benefit Costs<br/>(25%)</b> | \$7.50 per hour x 21.2 hours per week x 13 teachers x 35.4 weeks  | \$73172         |
| <b>Supplies &amp; Equipment</b>                                   | \$3.40 per child x 774 students per rotation (6 rotations) = 4644 students  | \$15790         |
| <b>Professional<br/>Development</b>                               | 41 hours (\$12/hour) = \$492<br>\$492 (13 teachers)   | \$6396          |
| <b>Transportation</b>   | Not applicable  | \$0.00          |
| <b>Sub Total</b>  |   | <b>\$388045</b> |

| <b>Intermediate</b>   |  |                   |
|---|--|-------------------|
| Budget  | Rate   | Total             |
| <b>Direct Services 20:1<br/>Adult to Student Ratio</b>            | 177 school days 5 days per week 35.4 weeks<br>751 hours total<br>137 regular days (4 hours) = 548 hours<br>40 modified days (5 hours) = 200 hours<br>748 hours total<br>748 hours/35.4 weeks<br>21.1 hours per week<br>\$30/hour x 21.1 = \$633/week<br>\$633 week (35.4 weeks) = \$22408.20<br>\$22408.20 (2 teachers) = \$44816.40 | \$44816.40        |
| <b>Statutory &amp; other<br/>Employee Benefit Costs<br/>(25%)</b> | \$7.46 per hour x 21.2 hours per week x 2 teachers x 35.4 weeks  | \$11204           |
| <b>Supplies &amp; Equipment</b>                                   | \$3.29 per child x 112 students per rotation (6 rotation) = 672 students   | \$2210            |
| <b>Professional<br/>Development</b>                               | 59.5 hours (\$12/hour) = \$714<br>\$714 (2 teachers) Includes lunch time and after school performances at school sites.  | \$1434            |
| <b>Transportation</b>   | Not applicable   | \$0.00            |
| <b>Sub Total</b>  |  | <b>\$59664.40</b> |

| <b>Grand Totals</b>               |                    |
|-----------------------------------|--------------------|
| <b>Total Elementary</b>           | \$388045           |
| <b>Total Intermediate</b>         | \$59664            |
| <b>Combined Subtotal</b>          | \$447709.60        |
| <b>Total Overhead Costs 9.47%</b> | \$42398            |
| <b>Total</b>                      | <b>\$490107.60</b> |

### Costs per Participant per Day

We strive to give students the opportunities to explore self expression, relive pressures of daily life and to learn a lifestyle of health and fitness through dance. Our goal is to maintain dance exercise classes in all schools so students grow with the skills to be fit and healthy for life. In order to make this happen we provide our services at lower costs. Based on 774 children per elementary site the cost per child is \$3.13 per day or \$1.57 per hour and for 112 intermediate students the cost is \$2.37 per day or \$1.19 per hour. We want to help students learn through movement and dance, because it works.

### Adequate Resources Per Site

**Active Learning** uses little or no equipment so that students are sure to succeed. More than 9 years of service with SAUSD is evidence that there is a commitment of adequate resources per site for all participants in the after school program. All we need is space and the students; we will make the rest happen. For almost a decade, we have been serving all sites and continue to make it most convenient so that students have the chance to achieve, have fun and exercise.

The expenditures and spending costs to support program goals are fundamental to this organization. We feature the most current, up-to-date music and media trends as a vehicle to capture students' interests and guide them to what's really important, their health. To master this expertise and exploit pop culture, we devote necessary time in research, customizing and analyzing music and curriculum to make it appropriate and exceed student expectations. Children learn through association and music plays a significant role in sensory influence. Furthermore, our unique object manipulative activities inspire innate imagination and creativity is awakened. Our students learn fundamental physical skills in sports to the rhythm of musical beats, such as basketball hip hop, salsa soccer, kitchen calisthenics and animation station.

**Active Learning** offers many opportunities to provide in-kind services including grants, volunteers, services, and resources. Pending SAUSD approval, **AL's** goal for 2015-2016 school year is to pilot, document and measure student growth in published literature to be used as a model for sustainability and effective dance-fitness education for schools world-wide. Perspective donors highly consider funding our services due to the proven effects our program has on student success. We currently have been approved to provide services within the following categories: academic enrichment, health and wellness, mental health, physical health, PE, dance-performing arts, education, child development and early literacy through 21st Century, Prop 49, Title 1 and discretionary funds. Since Health content standards and nutrition messages with physical activities are integrated in all our lessons, we also apply for funding through the Network for a Healthy CA.

Other in-kind services and resources include but are not limited to: services and resources estimated at \$57,385 that consist of:

- **Annual community events** such as **SAUSD Parent Conference, Dad's University**, and other events highlighting student performances and dance competitions, **Party in the Park**. This FREE event held in Santa Ana each year, brings awareness to local parks and resources and encourages family togetherness in dance and fitness through fun filled activities like Zumba, yoga, field games, and music.
- **Annual visit, tour and presentation to California State University Fullerton**: Each year we are invited to highlight students from one elementary or intermediate school at CSU, Fullerton's conference *Arts at the Center of the 21<sup>st</sup> Century Education*. Families will be chosen from an SAUSD school to come out enjoy a tour of the college campus, enjoy a delicious lunch and perform as the main attraction.
- **Promotional Lunch Assemblies and Professional Dance Performances** at Intermediate schools and special events.
- **Operational, qualified Active Learning staff**- Professionally trained, degreed/certified dancers, choreographers, and experts in their fields as well as interns and volunteers.
- **Comprehensive lessons**- developmentally appropriate for children of various ages that build on each other for a culminating activity at end of program;
- **Dance Recital**- Each site will end with a culminating activity and performance where children will have the opportunity to showcase their hard work and journals.
- **Photography/Video**- Each dance recital is photographed and videotaped and by the end of each session, the site will receive a video footage compiled with pictures and video of the students.
- **Overtime**- help children finalize performances; practice and feel comfortable before recital;
- **Resources**- for site administrators including, lessons, You Tube videos, access to custom music online & much more;
- **Costumes**- Children will have the opportunity to make costumes for dance performances.

- **Travel and planning time-** ED and PC will rotate and manage sites to ensure standards are met.
- **Assessments and evaluations** to measure children's needs and abilities, as well as, outcomes of instruction. Evaluations and research based surveys
- **Guest choreographers**, professional dance crews and performances; (**program is not limited to dance; professional singers and actors also come out for special events**, etc.)
- **Rewards and incentive items** for students: Costumes T-shirts, CD's, hats, DVD's etc.

## 6. Success and Sustainability

Record of Success: **Active Learning** has partnered with a vast number of school districts and Community Based Organizations for over 16 years throughout California. Our programs are currently reaching great success in local school districts that include:

- SAUSD, Anaheim City, Centralia, Ocean View, La Habra City, Capistrano Unified, Huntington Beach Union High, Orange, Irvine, Newport-Mesa, and early childhood programs- Head Start, School Readiness, Kinder-Readiness.

### Santa Ana Community Involvement and Success

#### Parent/Family Success

**Santa Ana High School Dance Programs:** Odalys Sanchez is a former dance student from **Active Learning's** classes in both her elementary (Garfield) and intermediate (Villa) SAUSD schools and is currently a sophomore student at SA High and on the dance team. In partnership with SA High Dance department director, Odalys learned of a job with **Active Learning** and is currently serving as an assistant teacher in our program. She is the second student turned into teacher from our classes. *"I'm living my dream"* says Odalys on March 10, 2015.

**Party in the Park:** We sponsor annual events in the City of Santa Ana. **AL** creates, sponsors, and directs FREE and healthy community events to promote the health and wellness through dance and fitness for the entire family. Santa Ana residents and SAUSD students are thrilled to participate in this annual event. The 2012 Video footage was submitted to Let's Move! Campaign: *communities on the move- video challenge*. SAUSD students still approach us with positive memories from the event.

**KID Healthy-Parent/Teen Mendez Exercise Classes:** Exercise classes held at Mendez Fundamental during evenings lost capacity to retain the instructor and began losing attendance in the scheduled program. **Active Learning** supported KID Healthy, by taking over the program without delay. Bi-lingual instructors were recruited, hired and raised overall attendance for a total of 5 months from 11/2011-4/2012. Classes became so popular, parents brought in pre teens and teens to join.

### 2015 Community Events and In-Kind Services

- April 2015 **SAUSD Dad's University**
- May 2015 Relay for Life, American Cancer Society Santa Ana College, dance warm up
- March 21, 2015 Party in the Park 2 Memorial Park Santa Ana
- March 14, 2015 **21<sup>st</sup> Annual Parent Conference:** Villa Fundamental
- May 1, 2015 **Valley View High:** High School Inc. Health Academy Wellness Conference
- 2015-2016 **SAUSD Wellness Committee** volunteer
- January 24, 2015 Presented CSUF Arts at the Center of the 21<sup>st</sup> Century Education Conference  
Check out the footage of **Monroe** Students Performing: <https://www.youtube.com/watch?v=3adlOtt7yHU>
- 2014-2015 **Toyoma Partnership:** FREE Zumba Classes for SAUSD Families Every Saturday

### Other In-Kind Services

- February 2, 2012 Party in the Park 1 El Salvador Park  
Check out the footage of SAUSD families: [https://www.youtube.com/watch?v=NOibB\\_NTSJ8](https://www.youtube.com/watch?v=NOibB_NTSJ8)
- 2013 Donated a 6-weeks Series of Family Dance Classes at SAUSD **Taft** Elementary funded by Dizzy Feet Grant
- 2011-2012 Donated exercise classes at **Mendez** Fundamental for SAUSD parents and teens



- May, 1 2011 Donated a full day of dance and exercise for **Valley View High: High School Inc. Health Academy Wellness Conference**
- 2010-2011 Donated dance classes for **Century and Valley View High**

#### School Education Success

- 2015 Certificate Of Participation CSUF Arts at the Center of the 21<sup>st</sup> Century Education Conference
- 2014 **National Community Leadership Award** President's Council on Fitness, Sports & Nutrition
- 2013 Certificate of Recognition **SAUSD** After School Programs
- Nominated for **Community Leader of the Year** by UCI.
- 2011 Certificate of Appreciation **SAUSD** Valley View
- 2011 Certificate of Appreciation **SAUSD** High School Inc. Health Academy Wellness
- 2010 Certificate of Participation International Federation of Physical Education Oceania Conference
- 2008 Hip Hop Dance Award Commonwealth Elementary School
- 2006-2007 Appreciation Award for Partnership and Support **SAUSD** After School Education and Safety Program.
- 2006 International Dance and Fitness Award Training of Trainers NFC - NESTA
- 2005 Innovator Of The Year **OCDE CAHPERD**
- 2004 Excellence in Health and Physical Education **SAUSD** Kinder Readiness Program.
  
- **OCDE & CAHPERD:** Working with over 11 OC school districts and after presenting best practices at the CA conference for Health, PE, Recreation and Dance, Hiba Shublak **AL** Executive Director, was honored by the OC Department of Education with an award *Innovator of the Year* in 2005 for methods of using hip hop music as an exercise tool to get students moving and having fun.
- **SAUSD Success:** Since 2003 till present time, *Active Learning* has provided a multitude of dance, physical activities and education in SAUSD. Beginning with early childhood, we taught safe and developmentally appropriate physical education to all Kinder Readiness sites in the district coupled with teacher trainings for sustainability and received an *Award for Excellence in Health and Physical Education*. In 2006, we launched the after school dance education program that started with 9 intermediate sites and received a plaque of *Partnership and Support of SAUSD's After School Education and Safety Program*. With continued success in the middle schools and by popular demand, we've expanded into all 36 elementary schools. In 2009-2010, **AL** donated in-services with Century (2 days) and Valley (1 day/week for 1 school year 2010-2011) High school in dance education and received a *Certificate of Appreciation* for dedication.
- **Commonwealth Elementary:** In 2008, **AL** choreographed, taught and directed a school wide dance performance for grades K-6 and received a Hip Hop Award for appropriate dance education in elementary schools. The PE teacher brought us back every year thereafter, and we were honored with several certificates in dance performance until he retired.
- **Gauer Elementary:** We currently visit the Kinder and 1st grade classrooms annually to provide a grade level seasonal performance and have received certificates of appreciation since 2009.

Stakeholder Feedback Within the past 7 years, **Active Learning** has collected thousands of surveys from its stakeholders, including district and program administration, principals, parents and students. **Active Learning** uses this feedback to inform program development efforts at both the site and organization levels. The data feedback is reflected at staff meetings and used to plan goals that will to continue opportunities for student growth.

**District Liaisons:** Over 91% of District Liaisons have indicated that they are satisfied or strongly satisfied on all of the following indicators: *program organization, safety, alignment with district expectations, professionalism of staff, Innovation, maximizing student learning, managing student behavior and the quality of the academic components integrated into dance.*

**School Principals:** 87% of principals reported that **Active Learning** curriculum and instruction reinforces concepts taught during the school day. Nearly one-third of principals partner with **AL** to provide health reward assemblies for students.

- *"Tyler has so much positive energy that rubs off on the children it is awesome. He is professional and fun at the same time. He gets the students active while they are learning"*
- *"Allie's been great and she displays great classroom management over the students and keeps them engaged. She forms organized lines and is able to connect with the kids which I am deeply appreciative of. "*

**Parents:** 86% of parents strongly believe that their child is more confident since coming to **Active Learning** classes.

- *"I thought my daughter hated exercise until she took these classes!"*
- *"I am a parent and the principal at Lowell Elementary, and I have been positively impacted by **Active Learning**"*

**Students:** Nearly two-thirds of students report that the program has helped them learn how to do dance, make friends, practice self efficacy and do things they never thought they could. 89% of elementary and middle school students say that the program helps them do better in school, because they feel healthier and look forward to dance after school. 95% of elementary and middle school students say that the program is a safe place for them to be afterschool.

- *"I really like this program. In dance class I feel more confident and my self esteem is higher. I am so glad it came to my school and hope all the kids get to try it!"*
- *"I taught my cousins the moves I learned"*
- *"When we have ideas for a dance she pays attention to us, and that makes me feel better."*
- *"I wish the program was longer because with the steps you learn math, angles and it's fun!"*
- *"Thank you for teaching me dances, because dancing is my dream!"*

Articles of Success: Feature Articles in Newspapers and Magazines: (copies available upon request)

- Orange County Register -4 times
- Costa Mesa Daily Pilot- 3 times
- Japan Fitness News- 1 time
- Orange Coast Magazine-1 time
- Anaheim Tribune-2 times
- Kost 103.5 and KBIG 104- Radio Interview 2005
- Channel 7 ABC Eyewitness news- On behalf of Network for a Healthy CA- Physical Activity 3 times 2005-2008
- Local Orange County channel featuring **Santa Ana School District**, Boys and Girls clubs of Santa Ana and PA- 2005-2009

Sustainability Plan: **AL** focuses on the individuality of the student through its curriculum. We aim for each child to leave our classes academically better equipped, physically more fit and emotionally more connected to himself, family and community. Our goal is to prepare these children to peak as healthy and successful citizens. Our continuous efforts in strengthening our partnership with SAUSD and expanding throughout the district will increase healthy behaviors lifestyles for Santa Ana community.

Some of the partners that **Active Learning** links with Santa Ana to showcase student growth are community based organizations such as Toyoma Karate, the Boys & Girls clubs, YMCA, Delhi-Center. Our continuous efforts in networking and to strengthen the partnerships include support in local health awareness fairs, SAUSD specific events and local conferences. We have recently connected with the Heritage Museum of OC and where we have been operating our monthly Advisory Council meetings. We have also partnered together to plan a special event for summer program and SAUSD students to experience the history of OC through movement and exercise. Children will have the chance to re-enact the Gold Rush, learn square and folk dances of CA natives and Native Americans all while learning about the cultural and natural history of Orange County.

## Conclusion

**Active Learning** lessons engage all aspects of learning: cognitive ("I know"); affective ("I feel"); and psychomotor ("I experience and do"). We believe every child and youth can develop appropriate skills, feel good about his or her body, and relate to others in positive ways. Founded in 1999, **Active Learning's** vision was to incorporate a sanctuary in the school setting, that models healthy behaviors, allowing individuals to recognize their inner strengths and infinite talents with trusted mentors. Since 2006, SAUSD After School Program has supported this vision into fruition. **Active Learning** bestows absolute acknowledgment and the caliber of partnering together. Collectively we continue to increase the capacity of students growth and self efficacy.

**Active Learning's** Founder and Executive Director, Hiba Shublak has read and agrees to comply with the following stipulations listed below and located in RFP:# 15-15. All documents including *Limited Indemnification and Hold Harmless, Insurance, Workman's Compensation, Fingerprinting* are available on request.

- Terms and Conditions
- Failure to Comply with Instructions
- Withdrawal and Question of Proposal
- Protest of Award
- Cost of Proposal Preparation
- Previous Performance
- Competency of Applicant
- Insurance for Selected Provider
- Minimum Insurance/Coverage
- Primary Insurance Endorsement
- Workers Compensation
- Injury and Illness Prevention
- Commercial Automobile Liability
- Survivability
- Joint Interests
- Assignment and Subcontracting
- Excuse for Non-Performance
- Property
- Right to Refuse Entry
- Fingerprinting Requirements

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Hiba Shublak  
Founder/Executive Director  
**Active Learning**



# Enrichment Provider Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **Boys and Girls Club of Santa Ana** hereinafter referred to as "ENRICHMENT PROVIDER."

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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER: **Will provide Boys and Girls Club Future Leader Academy and Arts instruction for the District's Engage 360 after School Program. The instruction will take place in the expanded learning program at all K-8 sites for the period of July 1, 2015 thru June 30, 2018. Services will be provided per the terms of RFP # 15-15 Board Approved June 9, 2015.**
2. Term. ENRICHMENT PROVIDER shall commence providing services under this AGREEMENT on **7/1/2015** and will diligently perform as required and complete performance by **6/30/18**.
3. Compensation. DISTRICT agrees to pay the ENRICHMENT PROVIDER for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$473,360 yearly**. DISTRICT shall pay ENRICHMENT PROVIDER 30 days after receipts of ENRICHMENT PROVIDER invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to ENRICHMENT PROVIDER for any costs or expenses paid or incurred by ENRICHMENT PROVIDER in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. ENRICHMENT PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER's employees.

6. Materials. ENRICHMENT PROVIDER 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  
ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and shall not be copied in whole or in part from any other source, except that submitted to ENRICHMENT PROVIDER by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER consents to use of ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by ENRICHMENT PROVIDER. Notice shall be deemed given when received by the ENRICHMENT PROVIDER or no later than three days after the day of mailing, whichever is sooner.

The DISTRICT may terminate this AGREEMENT without cause after written notice is provided by DISTRICT to ENRICHMENT PROVIDER informing ENRICHMENT PROVIDER of the DISTRICT'S intent to terminate the AGREEMENT, this notice will be provided no less than (60) days prior to the final date of services requested by the DISTRICT. 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 ENRICHMENT PROVIDER; or (b) any act by ENRICHMENT PROVIDER exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ENRICHMENT PROVIDER is adjudged bankrupt, ENRICHMENT PROVIDER makes a general assignment for the benefit of creditors or a receiver is appointed due to ENRICHMENT PROVIDER'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 ENRICHMENT PROVIDER. 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: ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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 ENRICHMENT PROVIDER, or any person, firm or corporation employed by the ENRICHMENT PROVIDER, 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, ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, ENRICHMENT PROVIDER 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, ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER pursuant to this AGREEMENT shall not be assigned by the ENRICHMENT PROVIDER.

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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER, ENRICHMENT PROVIDER's



business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. ENRICHMENT PROVIDER and all ENRICHMENT PROVIDER'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. ENRICHMENT PROVIDER, if an employee of another public agency, agrees that ENRICHMENT PROVIDER 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. ENRICHMENT PROVIDER 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 ENRICHMENT PROVIDER 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**

ENRICHMENT PROVIDER:

**Boys and Girls Club of Santa Ana  
950 W. Highland  
Santa Ana, CA 92703**

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 **10<sup>th</sup> Day of June 2015**.

DISTRICT:

ENRICHMENT PROVIDER:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/9/2015

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

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



**Executive Summary & Introduction**

The Boys & Girls Club of Santa Ana’s (BGCSA) mission is to promote the positive and healthy development of youth, especially those from disadvantaged circumstances, by providing services that build the skills, civility and self-confidence necessary to succeed in a competitive world. Founded in 1954, BGCSA is part of the nationwide movement of community-based, autonomous Boys & Girls Clubs and Boys & Girls Clubs of America and has earned recognition as one of the most innovative and effective Clubs in the nation. As such, we tailor national best practices to address the unique needs of our community, serving more than 3,000 youth and adults each year.

For over 60 years, the Boys & Girls Club of Santa Ana has been Santa Ana’s premier mentoring organization. We have strengthened families and saved lives through our mentor relationships, evidence-based programming and family support systems. The BGCSA is pleased to submit this proposal to the Santa Ana Unified School District (SAUSD) in an effort to continue to be a part of the after-school program services provided for the 2015-16 school year. As the Santa Ana Unified School District seeks to enhance its after-school services, we are proud to collaborate and provide our resources, expertise, and programs to ensure that all Santa Ana students have the opportunity to reach their full potential.

**Section 1: Program Design**

**BGCSA Future Leaders Academy**

At the direction of the SAUSD per the proposed Engage 360 After-School Model, we have designed the BGCSA Future Leaders Academy. The Future Leaders Academy is a custom enrichment strategy, consisting of four different 6-week programs and is a segment of the enrichment programs from our traditional BGCSA Impact Model offered at the Main Club. Each of the four programs incorporates the use of technology, global awareness, STEM and College and Career readiness concepts. Each of the four components of the Future Leaders Academy develops student’s use of 21<sup>st</sup> Century Skills such as communication, collaboration and critical thinking and engages students in college and career exploration through the use of technology. Each of the four programs will be offered separately throughout the week and will work in concert with each other to reinforce 21<sup>st</sup> Century Skills in participants from elementary to middle school grades. Below are summaries of each of the four enrichment programs that will be offered as part of the BGCSA Future Leaders Academy 6-week enrichment Program:

| <b>Arts &amp; Culture Exploration</b> |   |                          |
|---------------------------------------|---|--------------------------|
| <b>Program Name</b>                   | <b>Enrichment Core Areas Addressed</b>  | <b>Delivery Schedule</b> |
| Club Tech                             | 21 <sup>st</sup> Century Skills (Technology)<br>College & Career Preparedness | 1x/week                  |
| Startup Kids/Teens                    | 21 <sup>st</sup> Century Skills (Communication, Collaboration)                | 2x/week                  |



|  |   |         |
|--|---|---------|
|  | College & Career Preparedness                   |         |
| Jr. Toastmasters                         | 21 <sup>st</sup> Century Skills (Communication) | 1x/week |
| STEM DIY: Designing Air-Powered Vehicles | STEM  | 1x/week |

**Club Tech:** Club Tech specializes in teaching students foundational computer science skills using *Code.org*, a web-based program, to introduce key computer science concepts. Students are introduced to drag and drop, loops, iterations, algorithms, functions, debugging and conditionals, through interactive games and puzzles. The program is designed to strengthen critical thinking skills and problem solving with the use of technology, while acquiring and practicing foundational elements of coding. Students are able to solve puzzle challenges using math and computational competence.

The program consists of 4 main courses, each tailored to specific age levels and programming experience:

- Course 1 (grades K-2):** 18 Stages Total
- Course 2 (grades 3-5):** 19 Stages Total
- Course 3 (Course 2 completion required):** 21 Stages Total
- Course 4 (Course 3 completion required):** 18 Stages Total

Students are assigned to each level based on their grade, with elementary students beginning with Course 1 and continuing to Course 2. Intermediate students begin at the Course 2 level and continue to Course 3.

**Startup Kids/Teens:** The *Startup Kids* program has been specifically designed to target the enhancement and practicality of 21<sup>st</sup> Century Skills of elementary and intermediate students. The program curriculum incorporates aspects from Boys & Girls Clubs of America’s Money Matters: make it count curriculum, which promotes financial literacy and responsibility among Club members, with an in-depth look into entrepreneurship and fundamental business practices through engaging, project-based activities. Students collaborate throughout the course of the program curriculum to create their own fictional products or services, create a marketing strategy for their product, and pitch their product to a group of mock investors.

Students will go through twelve (12) lessons throughout the 6-week program, with a new subject and collaborative project introduced each week:

- Week 1 – Entrepreneurship:** Students are introduced to the concept of entrepreneurship and will research an entrepreneur of their choice using technology as the standard tools.
- Week 2 – Business Teams:** Students will be grouped into teams of 2-3, and together will strategize to create a functional business team with individual roles and tasks.



**BOYS & GIRLS CLUB  
OF SANTA ANA**

**Week 3 – Our First Business Plan:** Students will be introduced to the concept of business plans by closely examining sample business plans of established companies and create their own business plans for their fictional companies.

**Week 4 – Marketing:** Students will explore marketing through current, popular advertising techniques and create their own marketing plans using print or digital media.

**Week 5 – Pitch Presentation Preparation:** Students will use their business plan and marketing materials to prepare for their pitch presentations.

**Week 6 – Sales Pitch Presentations:** During the final week of the program students will present their product to an audience of staff and invited guests from the school, district, or business partners.

**Jr. Toastmasters:** Modeled after the Toastmasters International® programs, Jr. Toastmasters helps students develop communication, public speaking, and leadership skills in a series of learn-by-doing workshops. Students learn the concepts of effective body language, eye contact, facial expression, posture, gestures, articulation, pronunciation and variance as they relate to public speaking, and they also learn to provide constructive feedback to each other based on their presentations. Weekly lessons include students giving short presentations to the group on different subjects, ranging from introducing themselves to the group to delivering persuasive speeches.

**STEM DIY: Designing Air-Powered Vehicles:** Students will engage in a series of lessons and activities with the goal of designing and building air-powered vehicles while working in pairs. Each lesson will introduce a theory, concept or idea that students will need to know to move on to the next step of the process, with the culminating event of students showcasing their vehicles.

**Week 1 – Science:** Students will learn the science of energy by exploring the differences between kinetic and potential energy.

**Week 2 – Research:** Students will use technology to research different types of vehicles and how they move.

**Week 3 – Engineering:** Students will research and begin to plan their own vehicle designs.

**Week 4 – Data:** Students will enter the testing phase using math concepts to capture data.

**Week s 5 & 6 – Build & Implementation:** Students will build, enhance and test their vehicles.

**Range:** The range of our program is open to all ages. We will provide programming to students at the Elementary and Intermediate levels. Lessons and activities will be tailored to be grade-level appropriate.

## **Section 2: Elements of High-Quality Programming**

### **Linkages to the School Day**

The Boys & Girls Club of Santa Ana believes the best After School Program is one that complements the traditional school day and is aligned strategically to the goals, priorities and direction of the SAUSD.



Each program in the Future Leaders Academy is designed to meet 21<sup>st</sup> Century learning outcomes and reflects elements of the common core by providing real-world, hands-on, and robust learning opportunities that build the skills that Santa Ana students will need in order to be successful in college and career. Each program in the Future Leaders Academy is aligned with the Common Core State Standards by preparing students for College and Career Readiness through lessons that incorporate reading, writing, speaking and listening, and language development.

In addition to the strengths of the program in connecting to the Common Core State Standards, the Boys & Girls Club of Santa Ana has also adopted a series of best practices to support linkages to the school day such as:

- Staff supporting school events and initiatives such as Back to School Nights, Open House, School Fundraisers, and awareness campaigns
- Aligning to the SAUSD Core Values and Seven Building Blocks to Success
- Site staff participating in SAUSD and OCDE training when offered
- Site staff communicating regularly about strategy, target goals, and results with parents, community members, and school partners

### **High-Quality Staff**

The Boys & Girls Club of Santa Ana believes that our success and ability to reach goals is based entirely on who we hire, how we train them, and how we support them as they mentor Santa Ana youth. Our hiring and screening standards align to those set forth by the SAUSD and are NCLB compliant. We have demonstrated the ability to maintain those standards over the last several years as a contractor of the SAUSD. At a minimum, all BGCSA employees go through Live Scan fingerprinting to ensure that they have a clear criminal record, have earned at least two years' worth of college credit, have a clear TB test, and have an interest in and passion to serve youth. All Mentor Professionals meet these expectations and most far exceed it. Several of our Mentor Professionals have earned four-year college degrees, teaching credentials, graduate degrees, and have previous experience in the field of child and adolescent development.

### **Safe and Appropriate Environment**

We believe that there is nothing more important in our day-to-day operations than the safety of the children that we serve. Our commitment to safety includes, but is not limited to: crisis management plans, conducting background checks on our Mentor Professionals and volunteers, CPR and First Aid training, procedure and policies to promote safety, staffing according to the 20:1 ratio required by the ASES grant, regular inspection of equipment used in programming, and conducting safety training for our staff, students, and volunteers. Safety is a component of every training session throughout the year and our team has access to training and best practice resources from Boys & Girls Clubs of America. The



Boys & Girls Club of Santa Ana also conducts feedback surveys from Club Members to assess the perception of safety and learning in the after school program that helps prevent or deter injury, abuse, violence, and accidents.

In addition to Mentor Professionals assigned to each site, our dedicated team of senior staff members perform regular quality assurance visits. It is during these site visits that we identify areas for improvement, provide feedback and coaching to our team of Mentor Professionals, and ensure that our programs are safe and of high quality.

### **High-Interest Programming**

Our Formula consistently provides the most powerful Club Experience— by implementing the *Five Key Elements* for Positive Youth Development in all of our programs, we ensure that children and youth are exposed to high-quality programming that is interesting and engaging at all grade levels.

### **FIVE KEY ELEMENTS FOR POSITIVE YOUTH DEVELOPMENT**

Boys & Girls Clubs of America reviewed youth development research and worked with the Search Institute to identify the key elements that ensure positive experiences for youth and help them achieve important outcomes.

1. ***A safe, positive environment:*** The Boys & Girls Club is a safe haven where members feel physically and emotionally secure at all times.
2. ***Fun:*** The Boys & Girls Club facility, staff, and program offerings create a welcoming, positive environment that allows members to engage in play, enjoy their play time and be happy and eager to come to the Club.
3. ***Supportive relationships:*** The Boys & Girls Club ensures that every young person feels connected to one or more adults and has friendships with peers.
4. ***Opportunities and expectations:*** Boys & Girls Club staff and programs consistently communicate the expectation that every child has the potential to excel, be productive, and succeed at the Club and in life.
5. ***Recognition:*** The Boys & Girls Club takes every opportunity to recognize and validate Club Members' achievements and accomplishments.

### **Section 3: Organizational Design**

#### **Capacity**

The infrastructure for leadership, training, quality assurance, and program development is already in place to support the expansion of sites under the proposed Engage 360 model. The Boys & Girls Club of Santa Ana also currently employs all of the required Mentor Professionals needed in the proposed staffing projections. We are confident in our ability to meet staffing expectations for the September





launch of Engage 360. Our team is knowledgeable and sensitive to the expectations of ASES funded after school programs to include the staffing ratio of 20:1 at all times.

### **Professional Development through BGCSA University**

Training and professional development has always been a high priority for the Boys & Girls Club of Santa Ana, since this directly links to the quality of our programs, retention of our professionals, and most importantly, the experience of our Club Members. Boys & Girls Club of Santa Ana University is our Professional Development Strategy that develops talent, hones professional skills, and coaches our professionals to be the best role models and mentors to our Members. This professional development strategy is a combination of both formal training and coaching sessions throughout the year. Our leadership team incorporates local resources for training as well as the resources for professional development from Boys & Girls Clubs of America.

All new Mentor Professionals participate in an orientation that prepares them for their role as mentors. During this process, we clarify expectations, prepare them for their positions, and equip them with the tools to lead program areas. Additional ongoing training opportunities throughout the year include areas such as CPR, first aid, classroom management, safety, mentoring strategies, and specific Boys & Girls Club of Santa Ana and Boys & Girls Clubs of America program curriculum.

In addition to the professional development strategy of BGCSA University, key professionals attend regular trainings offered by the Orange County Department of Education, Boys & Girls Clubs of America and the Boys & Girls Clubs of Orange County Professional Association.

### **Communication with Stakeholders**

The Boys & Girls Club of Santa Ana will communicate regularly with Santa Ana Unified School District personnel at both the district office as well as local schools. In collaboration with Santa Ana Unified School District leadership, we will set target goals, develop strategy, and review impact of mentor programs. At each school site that we are assigned to, our leadership team will meet with the site coordinator and principal 2-3 weeks prior to program implementation to prepare for the transition, review goals, discuss logistics, and set expectations. The same leadership team will follow up throughout the 6-week period to monitor progress and will again meet at the end as part of the exit strategy. It is the goal of the Boys & Girls Club of Santa Ana to leave some tools and access to resources in place after the 6-week period.

Communication with stakeholders has been and will continue to be a high priority for us. We are committed to adopting new strategies at the discretion of the SAUSD such as progress reports to the Administration or School Board Members, updates or outcome measurement for public release, or other forms of communication.





### **Track Record of Volunteer Engagement**

The Boys & Girls Club of Santa Ana has a strong track record of volunteer recruitment and engagement. Through strategic outreach, relationship management skills, corporate and private partnerships and effective screening systems, the Boys & Girls Club of Santa Ana secures hundreds of volunteers annually.

Volunteers are utilized as tools in the enrichment process to share their stories and help students make connections between curriculum content and real-world applications, as well as assisting our Mentor Professionals in the day-to-day delivery of program and bringing the mentor-to-student ratio down.

Volunteers are recruited, screened and trained prior to allowing their participation in program. All volunteers over the age of 18 are required to go through a background check process and are supervised at all times.

### **Program Evaluation**

The goals of the Future Leaders Academy will be measured through the use of the Boys & Girls Club of Santa Ana's comprehensive 21<sup>st</sup> Century Skills Evaluation tool, which will include observational data collected by Mentor Professionals throughout the progression of the programs and student feedback surveys. Mentor Professionals will be asked to observe and grade students on the four 21<sup>st</sup> Century Skills of creativity, collaboration, critical thinking and communication throughout each of the components of the Future Leaders Academy. The student self-assessment component will provide feedback on student's feelings of self-efficacy, confidence, and knowledge on the subject matter and will be administered both before and after program implementation. Data will be used both within the BGCSA and externally for key stakeholders to review. Internally, we analyze the data to improve delivery of programs and Club Experience. We also use data to identify members for targeted intervention. Externally, we will use the data collected to demonstrate our Club's impact to donors, partners, and the community.

## **Section 5: General Budget**

### **Track Record of Fiscal Management and Accountability**

As one of Orange County's most respected non-profits, the Boys & Girls Club of Santa Ana has honorably served thousands of youth while maintaining fiscal responsibility and accountability as a high priority. Fiscal Accountability is achieved through an executive staff capable of managing a high-functioning business and a Board of Directors with a track record of fiscal oversight and governance.

### **Proposed Budget**

The budget below is based on a 6-week rotation and a 20:1 staffing ratio. The proposed budget includes all staffing needs for professional development, quality control oversight, support services for program



development, outcome measurement, supplies, and additional priorities for volunteer engagement and securing matching funds. Based on the projected ADA numbers for the 2015-2016 school year, the estimated cost per student per day will be approximately \$0.62. This amount will allow the BGCSA to purchase needed supplies to facilitate the Art, Culture and College Exploration curriculum with all students in the program.

**BGCSA Future Leaders Academy Budget - Elementary**

|   |  |
|---|--|
| <b>See Attached Budget Amendment as of 6/4/15</b> |  |
|   |  |

**BGCSA Future Leaders Academy Budget - Intermediate**

|   |  |
|---|--|
| <b>See Attached Budget Amendment as of 6/4/15</b> |  |
|   |  |

**Matching Funds & Resources**

Throughout the Boys & Girls Club of Santa Ana’s 60 year history, the Club has consistently raised millions of dollars, on an annual basis, that directly supports our mission and puts Santa Ana students on a path towards high school graduation with a plan for their future. Through the support of large strategic partners and small donors alike, our Club has been able to constantly innovate and invest in new programs, facilities, and resources that allow us to create the greatest impact with our kids and create greater outcomes in their lives. In addition to direct donations to the organization, the Club also secures thousands of dollars annually in in-kind goods that further support academic performance: school supplies, technology, Christmas toys, field trips, college scholarships, and food. The Boys & Girls Club of Santa Ana also offers in-kind services and goods to local schools such as food baskets, supplies, parenting workshops, intervention programs, transportation, sponsorship, use of equipment, staffing for events, and access to our Main Club facility. The Club has a strong tradition of providing volunteer hours and manpower for the kids we serve; through our vast network of corporate partners, (ATT, PIMCO, Fluor, EMC, Microsoft, and many more) last year the Club secured over 700 volunteers to mentor Santa Ana youth and provide them with insight into new career opportunities, education pathways, inspiration for the future, and words of encouragement. Our Club is focused on our mission to create impact and better serve our kids; we are committed to securing the necessary support and investments to our



program and have on average raised more than two dollars in matching funds for every dollar of SAUSD school based program funds.

## **Section 6: Success & Sustainability**

### **Sustainability**

The Boys & Girls Club of Santa Ana is proud to have served Santa Ana youth and families for almost 60 years; serving as a partner with the Santa Ana Unified School District to align with SAUSD's vision, values, and priorities.

We believe our mutual success is tied together; we are equally responsible for the outcomes seen in our community and we are committed to raising the standards and expectations for Santa Ana youth. We are committed to evolve as an organization based on the needs of our youth and families, and align with the new direction of the Santa Ana Unified School District.

With a high level of excitement we are proud to embrace the Common Core into our holistic and project based philosophy. As a partner for almost 60 years, we are committed to ensuring the SAUSD successfully continues this initiative and that we are aligned strategically.

### **Resources and Support from Boys & Girls Clubs of America**

As a proud affiliate of Boys & Girls Clubs of America, we have the benefits and resources of a national organization with the flexibility and nimbleness of a local community-based organization. As a member of the Boys & Girls Clubs of California Alliance, we have a Government Relations team in Sacramento advocating and strategizing directly with legislators on ASES funds for after school programs. Boys & Girls Clubs in California represent the largest service provider network of after school programs in the State of California, and as a result are considered by legislators and policy makers a key strategic partner to ASES funding.

Boys & Girls Clubs of America also provides a Government Relations team in Washington D.C. advocating and working with legislators to secure federal funds for intervention programs, mentoring programs, juvenile delinquency prevention, as well as training, marketing, curriculum, and fundraising.

Boys & Girls Clubs of America exists entirely to support local Clubs through National Marketing, National Fundraising, Professional Development, Program Development, Outcome Measurement, and other support systems.

### **A Collaborative Spirit and Partner-Driven Philosophy**

As a community leader, we feel it is one of our responsibilities to foster relationships with other non-profits and more importantly, find opportunities to collaborate and work together to address social



issues. Depending on competencies and program structure, partner agencies are scheduled throughout the year into our normal day-to-day services. Our skill is to foster partner relationships as the lead agency, and coordinate service delivery. When we work together to combat social issues we are more effective at aligning resources and delivering higher quality impact to those we serve.



### **Proposal Summary**

Students in America are all held accountable to the same expectations and goals no matter where they grow up. Those expectations are to meet basic academic benchmarks such as grade progression, reading levels, math skills, and critical thinking. It is also expected that all students graduate high school on time and leave with a plan for their future.

It is unfortunate and simply unacceptable that as a country we have a large population of youth who will not meet those basic standards. It is even more troubling that statistically African American & Hispanic students are at higher risk of dropping out of high school.

It is clear to us that Santa Ana youth are struggling to succeed due to their lack of access to mentors, resources, and support systems.

The Boys & Girls Club of Santa Ana interprets this cry for help from the youth of Santa Ana as a call to action. We must serve more kids and save more lives.

We have a vision for a better Santa Ana, where success and college is within reach of every student. We are committed to working with the Santa Ana Unified School District to ensure Santa Ana students graduate high school with a plan for the future and are equipped to successfully compete in a global economy.

Robert Santana  
Chief Executive Officer  
Boys & Girls Club of Santa Ana



**2015-16 Future Leaders Academy Budget Amendment**

Per the request of the SAUSD, BGCSA has revised the program budget and reduced the ratio of employee related expenses. Below you will see a detailed breakdown of our budget categories. As you will notice, the total reduction of the proposed budget for both the elementary and intermediate schools is \$39,097. BGCSA is committed to quality mentor programs and is proud to continue partnership with the SAUSD.

**BGCSA Future Leaders Academy Budget – Elementary**

| Expense Categories   | Actual Cost    |
|--|----------------|
| <b>Personnel Gross Salaries</b>  |                |
| Mentor Professionals   | 237,355        |
| Indirect Support Staff   | 55,500         |
| <b>Employee Related Expenses</b>   |                |
| 15% Taxes- FICA, SUI   | 35,603         |
| 10% General Liability Insurance, Worker's Comp Coverage, Employee Health Benefits for 1 Employee, Payroll Processing | 23,736         |
| <b>Program Supplies</b>  |                |
| Supplies, Curriculum, Outcome Measurement & Equipment  | 20,000         |
| <b>Total</b>   | <b>372,194</b> |

**BGCSA Future Leaders Academy Budget - Intermediate**

| Expense Categories   | Actual Cost    |
|--|----------------|
| <b>Personnel Gross Salaries</b>  |                |
| Mentor Professionals   | 56,133         |
| Indirect Support Staff   | 15,000         |
| <b>Employee Related Expenses</b>   |                |
| 15% Taxes- FICA, SUI   | 8,420          |
| 10% General Liability Insurance, Worker's Comp Coverage, Employee Health Benefits for 1 Employee, Payroll Processing | 5,613          |
| <b>Program Supplies</b>  |                |
| Supplies, Curriculum, Outcome Measurement & Equipment  | 16,000         |
| <b>Total</b>   | <b>101,166</b> |

**Total Future Leaders Budget = 473,360**

**Total BGCSA reduction from previous budget = 39,097**

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Personnel Agreement with Project Kinship in Support of Community Day School for 2015-16 School Year**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of a Personnel Agreement with Project Kinship for supportive intervention at Community Day School (CDS). As a part of a full scale intervention focus, this agreement will provide two community intervention workers for 45 hours weekly who will conduct individualized counseling, mentoring, crisis intervention, restorative circles, *Joven Noble* curriculum and a substance abuse prevention/intervention program. In addition, as an integral part of Project Kinship, a Program Specialist will provide program oversight, supervision, and direct family support at ten hours weekly. These services are one important component within an overall renewed focus of prevention/intervention at CDS.

**RATIONALE:**

The renewed multifaceted prevention/intervention plan for Community Day School is as follows:

- Project Kinship will provide direct services at 55 hours weekly, as described above
- Increased mental health services that will provide one additional full time clinician at CDS (addressed in a different Board agenda item) for a total of two clinicians
- Expanded use of restorative circles within the classroom by repurposing of Achievement Reinforcement Center (ARC) outreach staff and training of current staff. This will increase student engagement and mitigate conflicts
- Formal orientation, induction, and transition process that will be implemented throughout a student's enrollment in CDS. The former outreach staff will conduct this ongoing process as well as coordinating Student Study Teams, oversight of the coordination of resources team, and facilitation of the REACH steering committee
  - Emphasis will be placed on supporting students for a successful transition to comprehensive schools
- In the area of behavior management, allocate support from existing resources to improve prosocial behavior and increase student engagement
- Through the support of the Facilities Department, repurpose the former ARC classrooms to facilitate confidential counseling and provide a student services center

The proposal in this agenda item supports:

**LCAP Goal 3.5:** Ensure access for low income pupils to the core instructional programs by including PBIS, restorative justice strategies expansion of dropout prevention and retention efforts, and mentoring.

Through the concentration and supplemental parts of LCAP, this goal also applies to English learners, foster youth, redesignated fluent English proficient students and students with disabilities.

**FUNDING:**

General Fund: \$71,573

**RECOMMENDATION:**

Approve the Personnel Agreement with Project Kinship in Support of Community Day School for the 2015-16 school year.



# Project Kinship

## Scope of Work: Community Day School Interventions Santa Ana Unified School District (SAUSD) 2015-2016

| Position   | Description Of Services   | Schedule/Cost Breakdown  |
|--|---|--|
| <p style="text-align: center;"><b>Program Specialist<br/>Coordination/Support</b></p>            | <ul style="list-style-type: none"> <li>• Provide training and technical assistance to school administration and Community Day School teachers and staff</li> <li>• Oversee program implementation</li> <li>• Direct Family Support and Outreach</li> <li>• Develop and coordinate youth development opportunities</li> </ul>  | <p style="text-align: center;">10 hours per week<br/>(\$32 per hour)<br/>\$15,000</p>                                    |
| <p style="text-align: center;"><b>Community<br/>Intervention Workers</b></p>                     | <ul style="list-style-type: none"> <li>• Provide restorative circles and Joven Noble</li> <li>• Provide one-to-one paraprofessional counseling</li> <li>• Provide on-to-one mentoring</li> <li>• Provide youth development opportunities</li> <li>• Provide mediation</li> <li>• Provide intervention and support services</li> <li>• Provide crisis-based gang intervention on site and de-escalation support</li> <li>• Direct Family Support and Outreach</li> </ul> | <p style="text-align: center;">25 hours per week x 48 weeks= 1200 hrs.<br/>(\$25 per hour)<br/><br/>Total \$30,000</p>   |
| <p style="text-align: center;"><b>Community<br/>Intervention Worker-<br/>Substance Abuse</b></p> | <ul style="list-style-type: none"> <li>• Provide two substance abuse classes each week</li> <li>• Provide 1:1 substance abuse counseling</li> <li>• Assist with facilitating circles and Joven Noble Curriculum</li> <li>• Collaborate with school-based service providers and staff to link students to resources</li> <li>• Provide gang and graffiti intervention groups</li> <li>• Direct Family Support and Outreach</li> </ul>                                    | <p style="text-align: center;">4 mornings x 4 hours x 48 weeks= 768 hrs.<br/>(\$23 per hour)<br/><br/>Total \$17,664</p> |

|                            |  |           |
|----------------------------|--|-----------|
| <b>Supplies/Incentives</b> | <ul style="list-style-type: none"> <li>• Emergency student supplies</li> <li>• Incentives for participation</li> <li>• Program graduation recognition</li> </ul> | \$3000.00 |
| <b>Indirect 9.0%</b>       | \$5909.00  |           |
| <b>Total</b>               | <b>\$71,573.00</b>   |           |

**Contact Information:**

Project Kinship  
1505 E. 17<sup>th</sup> Street, Suite 101  
Santa Ana, CA 92705

Steve Kim, MSW  
Project Kinship, Director  
(714) 315-6435

1  
2 SANTA ANA UNIFIED SCHOOL DISTRICT  
3 PERSONNEL AGREEMENT

4  
5 This Agreement is entered into on this 1 day of July, 2015 by and between the Project Kinship,  
6 1505 East 17th Street, Suite 101, Santa Ana, California 92705, hereinafter referred to as (“PROVIDER”)  
7 and the Santa Ana Unified School District, 1601 East Chestnut Street, Santa Ana, California 92701,  
8 herein after referred to as (“DISTRICT”). PROVIDER and DISTRICT shall be collectively referred to  
9 as the Parties.

10  
11 WITNESSETH:

12  
13 WHEREAS, DISTRICT is in need of the professional services of employees of the PROVIDER to  
14 provide Community Intervention Workers; and  
15

16 WHEREAS, PROVIDER is agreeable to assigning one (1) 25-hour Community Intervention  
17 Worker, (1) 16-hour Community Intervention Worker-Substance Abuse, and (1) 10-hour Program Specialist  
18 hereinafter referred to as EMPLOYEES, to give their professional services to DISTRICT in the above  
19 assignment.

20 NOW, THEREFORE, the Parties to this AGREEMENT do mutually agree as follows:

21 1.0 SCOPE OF WORK. PROVIDER agrees during the term of this AGREEMENT to assign  
22 EMPLOYEES to DISTRICT to perform those services as described in the “Proposal: Project Kinship: Scope  
23 of Work: Community Day School Interventions”, which is attached as Exhibit “A” and incorporated herein  
24 to this AGREEMENT, and to require EMPLOYEES in the performance of such services to DISTRICT to  
25 conform to the rules and regulations applicable to certificated personnel of the DISTRICT, including, but not  
26 limited to, the following described services for PROJECT KINSHIP of CHARITABLE VENTURES INC.

27 1.1 Provide training and technical assistance to school administration, teachers and staff

28 1.2 Develop and coordinate youth development opportunities

- 1.3 Direct family support and outreach
- 1.4 Provide restorative circles and Joven Noble Curriculum
- 1.5 Provide one-to-one mentoring
- 1.6 Provide one-to-one paraprofessional counseling
- 1.7 Provide intervention, mediation, and support services
- 1.8 Provide crisis based gang intervention and de-escalation support
- 1.9 Provide substance abuse classes, counseling and community referral and linkage
- 1.10 Provide gang and graffiti intervention groups
- 1.11 Collaborate with school based service provider and staff to link student to resources to minimize duplication.

2.0 TERM. The term of this AGREEMENT shall commence July 1, 2015, and end on June 30, 2016, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay PROVIDER in consideration of services performed by EMPLOYEES as herein specified and PROVIDER agrees to accept in full payment thereof a sum not to exceed Seventy-one thousand five hundred seventy three dollars (\$71,573.00) computed as follows:

- A. \$ 62,664.00 Base Salary ( 1 Program Specialist, 1 Community Intervention Worker, 1 Community Intervention Worker- Substance Abuse)
- B. \$ 3,000.00 Supplies
- C. \$ 5,909.00 9.28% Indirect
- \$ 71,573.00

D. DISTRICT shall pay PROVIDER within thirty (30) days after the last day upon which services are rendered by EMPLOYEE upon submission of an itemized invoice from PROVIDER.

E. This AGREEMENT shall be amended to provide complete reimbursement to PROVIDER for any increases in salary or benefits to EMPLOYEE for the fiscal year 2015-2016.

1 4.0 PROVIDER DUTIES. PROVIDER shall require employee to report to both PROVIDER and  
2 DISTRICT when employee will not be able to provide services to DISTRICT as scheduled.

3 5.0 TERMINATION. This AGREEMENT may be terminated by either party with the giving of  
4 thirty (30) days prior written notice to the other party.

5 6.0 INSURANCE. PROVIDER will secure and maintain a Commercial General Liability Policy  
6 (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or  
7 claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of  
8 \$1,000,000 per claim and \$3,000,000 aggregate. PROVIDER will secure and maintain Business  
9 Automobile Liability Insurance for automobiles owned, leased or hired by PROVIDER with a combined  
10 single limit of not less than \$1,000,000 per occurrence. PROVIDER will deliver a copy of such  
11 insurance policies to District upon request. PROVIDER will further provide all required worker's  
12 compensation insurance for its employees, if any. All of the insurance policies described in this  
13 paragraph will be maintained at PROVIDER's expense. The District shall be listed as an additional  
14 named insured on all of the policies described in this paragraph.

15 7.0 INDEMNIFICATION. PROVIDER will defend, indemnify, and hold harmless the District and  
16 its agents, contractors, employees, and governing board members, from and against all claims, damages,  
17 losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional  
18 consultants) arising out of the negligent acts or omissions of the PROVIDER or its respective agents,  
19 contractors, or employees during or related in any way to the offer or delivery of Services under this  
20 Personnel Agreement except to the extent arising from the sole negligence or willful misconduct of the  
21 District.

1 8.0 COMPLIANCE WITH LAW AND DISTRICT POLICY. The parties will adhere to all  
2 applicable laws, regulations, and District policies in the performance of their respective responsibilities  
3 under this Personnel Agreement.

4 9.0 NOTICE. All notices or demand to be given under this AGREEMENT by wither party to the  
5 other shall be in writing and given wither by: i) Personal service, or ii) U.S. Mail, mailed either by  
6 registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered  
7 given when received if personally served or, if mailed, on the third (3<sup>rd</sup>) day after deposit in any U.S.  
8 Post Office. The address to which notices or demands may be given by either party may be changed by  
9 written notice given in accordance with the notice provisions of this section. At the date of this  
10 AGREEMENT the addresses of the parties are as follows:

11 DISTRICT: Santa Ana Unified School District  
12 1601 East Chestnut Street  
13 Santa Ana, California 92701  
14 Attn: \_\_\_\_\_  
15

16  
17 PROVIDER: PROJECT KINSHIP  
18 1505 East 17th Street  
19 Suite 101  
20 Santa Ana, California 92705  
21 Attn: Steve Kim  
22

23 10.0 SEVERABILITY: If any term, covenant, condition or provision of this AGREEMENT is  
24 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the  
25 provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated  
26 in any way.

27 11.0 GOVERNING LAW. PROVIDER AND DISTRICT agree that his AGREEMENT shall be  
28 construed and enforced in accordance with the laws of the State of California, with venue in Orange  
29 County, California.

1 12.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto  
2 constitute the entire agreement between PROVIDER and DISTRICT regarding the personnel services  
3 and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless  
4 such agreement is embodied in an amendment to this AGREEMENT which has been signed by both  
5 Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and  
6 agreements.

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

**PROVIDER:**  
Charitable Ventures of Orange County  
1505 E. 17<sup>th</sup> Street, Suite 101  
Santa Ana, CA 92705

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Stefanie P. Phillips, Ed.D., CBO  
Deputy Superintendent, Operations

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Program Director, Project Kinship





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Personnel Agreement with Orange County Department of Education Safe Schools and Support Services for School-Based Mental Health Support for 2015-16 School Year**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the personnel agreement with the Orange County Department of Education (OCDE) Safe Schools and Support Services for school-based mental health services for the 2015-16 school year. This would be a continuation of an agreement that has been in place since 2012. Services will be provided to special education and general education students in need of Tier 3 Positive Behavioral Intervention Supports (PBIS) interventions. In the 2015-16 school year, OCDE will provide a clinical supervisor, nine mental health clinicians, and 15-20 interns at no additional cost. In addition to Heninger and Santiago, mental health services will be provided at all District high schools including Community Day School, Chavez, and Lorin Griset. Intermediate schools will receive mental health services through a memorandum of understanding with the Orange County Health Care Agency that has received prior Board approval. Elementary schools will receive mental health services through contracted providers that were approved by the School Board on May 26, 2015.

**RATIONALE:**

This proposed agreement will address the following LCAP goals:

**LCAP Goal 3.5:** Ensure access for low income pupils, English learners, foster youth, redesignated fluent English proficient, and students with disabilities to the core instructional programs by including PBIS, restorative justice strategies expansion of dropout prevention and retention efforts, and mentoring.

**LCAP Goal 3.10:** Support the enhancement of school climate through smooth operations and processes.

**LCAP Goal 1.14:** In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Education Programs (IEPs).

**LCAP Goal 3.4:** Support school and district operations to create welcoming and productive school environments for students.

**School-based Mental Health Clinician Services include but are not limited to the following:**

- Provide individual, group, and family therapy
- Provide full range of mental health services, including suicide assessments, support groups, resources and linkages, and Master level mental health interns
- Support and assist with restorative practices
- Participate in Student Success Team (SST), School Attendance Review Team (SART), or Positive Behavioral Intervention Supports (PBIS) as well as Individualized Education Programs (IEPs)
- Support administration with crisis response, threat assessment, and other interventions
- Provide professional development for teachers on issues such as mental health, child abuse, diversity issues, classroom strategies, bullying, and trauma
- Assist with developing and facilitating linkages with community-based services
- Follow-up with parents of intervention participants
- Participate in the District BEST Team (Behavioral and Emotional Support Team)
- Participate on crisis response services and threat assessment teams as needed

**FUNDING:**

Special Education Mental Health Services:                   \$1,011,007.46

**RECOMMENDATION:**

Approve the personnel agreement with the Orange County Department of Education Safe Schools and Support Services for school-based mental health support for 2015-16 school year.

2 SANTA ANA UNIFIED SCHOOL DISTRICT  
3 PERSONNEL AGREEMENT

4 This AGREEMENT is entered into on this 1<sup>st</sup> day of July, 2015, by  
5 and between the Orange County Superintendent of Schools, 200 Kalmus  
6 Drive, Costa Mesa, California 92626, hereinafter referred to as  
7 SUPERINTENDENT, and the Santa Ana Unified School District, 1601 East  
8 Chestnut Street, Santa Ana, California 92701, hereinafter referred to  
9 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
10 referred to as the Parties.

11 W I T N E S S E T H:

12 WHEREAS, DISTRICT is in need of the professional services of  
13 employees and interns of the SUPERINTENDENT to provide School-based  
14 Mental Health Clinician services; and

15 WHEREAS, SUPERINTENDENT is agreeable to assigning one (1)  
16 Clinical Supervisor, nine (9) Mental Health Clinicians, hereinafter  
17 referred to as EMPLOYEES, and fifteen to twenty (15 - 20) interns to  
18 give their professional services to DISTRICT in the above assignment.

19 NOW, THEREFORE, the Parties to this AGREEMENT do mutually agree  
20 as follows:

21 1.0 SCOPE OF WORK. SUPERINTENDENT agrees during the term of this  
22 AGREEMENT to assign EMPLOYEES and Interns to DISTRICT to perform those  
23 services as described in the "Proposal: School-based Mental Health  
24 Services", which is attached as Exhibit "A" and incorporated herein to  
25 this AGREEMENT, and to require EMPLOYEES and interns in the  
performance of such services to DISTRICT to conform to the rules and

1 regulations applicable to certificated personnel and interns of the  
2 DISTRICT including, but not limited to, the following described  
3 services for the Safe Schools & Support Services for the Alternative,  
4 Community & Correctional Education Schools & Services (ACCESS):

- 5 1.1 Provide individual, group, and family therapy.
- 6 1.2 Provide full range of mental health services, including  
7 suicide assessments, support groups, resources and  
8 linkages, Master level mental health interns.
- 9 1.3 Support and assist with restorative practices.
- 10 1.4 Participate in Student Success Team (SST), School  
11 Attendance Review Team (SART), or Positive Behavioral  
12 Intervention Supports (PBIS) as well as Individualized  
13 Education Programs (IEPs).
- 14 1.5 Support administration with crisis response, threat  
15 assessment, and other interventions.
- 16 1.6 Provide professional development for teachers on issues  
17 such as mental health, child abuse, diversity issues,  
18 classroom strategies, bullying, and trauma.
- 19 1.7 Assist with developing and facilitating linkages with  
20 community-based services.
- 21 1.8 Parent follow-up with parents of intervention participants.
- 22 1.9 Participate in the District BEST Team (Behavioral and  
23 Emotional, Support Team).
- 24 1.10 Participate on crisis response services and threat  
25 assessment teams as needed.

1 2.0 TERM. The term of this AGREEMENT shall commence June 9, 2015,  
2 and end on June 30, 2016, subject to termination as set forth in this  
3 AGREEMENT.

4 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT in consideration  
5 of services performed by EMPLOYEES as herein specified and  
6 SUPERINTENDENT agrees to accept in full payment thereof a sum not to  
7 exceed One million eleven thousand seven dollars and forty-six cents  
8 (\$1,011,007.46) computed as follows:

- 9 A. \$ 886,408.00 Base salary (1 Clinical Supervisor, 9  
10 Mental Health Clinicians)
- 11 B. \$ 36,000.00 Staff - includes position for record  
12 keeping, office support
- 13 C. \$ 3,000.00 Supplies
- 14 D. \$ 85,599.46 9.28% Indirect
- 15 \$1,011,007.46

16 B. This figure is based on year 2015 - 2016 preliminary  
17 budget.

18 C. DISTRICT shall pay SUPERINTENDENT within thirty (30) days  
19 after the last day upon which services are rendered by EMPLOYEE upon  
20 submission of an itemized invoice from Superintendent.

21 G. This AGREEMENT shall be amended to provide complete  
22 reimbursement to SUPERINTENDENT for any increases in salary or  
23 benefits provided to EMPLOYEE for the fiscal year 2015 - 2016.

24 4.0 SUPERINTENDENT DUTIES. SUPERINTENDENT shall require EMPLOYEE to  
25 report to both SUPERINTENDENT and DISTRICT when EMPLOYEE will not be  
able to provide services to DISTRICT as scheduled.

5.0 TOBACCO USE POLICY. In the interest of public health, the  
SUPERINTENDENT provides a tobacco-free environment. Smoking or the

1 use any tobacco products are prohibited in buildings and vehicles, and  
2 on any property owned, leased or contracted for by the SUPERINTENDENT  
3 pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with  
4 conditions of this policy could result in the termination of this  
5 AGREEMENT.

6 6.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
7 unlawful discrimination of persons because of race, color, religious  
8 creed, national origin, ancestry, physical handicap, medical  
9 condition, marital status, or sex of such persons.

10 7.0 TERMINATION. This AGREEMENT may be terminated by either party  
11 with the giving of thirty (30) days prior written notice to the other  
12 party.

13 8.0 NOTICE. All notices or demands to be given under this AGREEMENT  
14 by either party to the other shall be in writing and given either by:  
15 i) Personal service, or ii) U.S. Mail, mailed either by registered or  
16 certified mail, return receipt requested, with postage prepaid.  
17 Service shall be considered given when received if personally served  
18 or, if mailed, on the third (3rd) day after deposit in any U.S. Post  
19 Office. The address to which notices or demands may be given by  
20 either party may be changed by written notice given in accordance with  
21 the notice provisions of this section. At the date of this AGREEMENT  
22 the addresses of the parties are as follows:

23 DISTRICT: Santa Ana Unified School District  
24 1601 East Chestnut Street  
25 Santa Ana, California 92701  
Attn: \_\_\_\_\_

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 Costa Mesa, California 92626  
4 Attn: Patricia McCaughey

5 9.0 SEVERABILITY. If any term, covenant, condition or provision of  
6 this AGREEMENT is held by a court of competent jurisdiction to be  
7 invalid, void or unenforceable, the remainder of the provisions shall  
8 remain in full force and effect and shall in no way be affected,  
9 impaired or invalidated in any way.

10 10.0 GOVERNING LAW. SUPERINTENDENT and DISTRICT agree that this  
11 AGREEMENT shall be construed and enforced in accordance with the laws  
12 of the State of California, with venue in Orange County, California.

13 11.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
14 attached hereto constitute the entire agreement between SUPERINTENDENT  
15 and DISTRICT regarding the personnel services and any agreement made  
16 shall be ineffective to modify this AGREEMENT in whole or in part  
17 unless such agreement is embodied in an amendment to this AGREEMENT  
18 which has been signed by both Parties. This AGREEMENT supersedes all  
19 prior negotiations, understandings, representations and agreements.

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

22 DISTRICT: SANTA ANA UNIFIED  
23 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

24 BY: \_\_\_\_\_  
25 Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

TITLE: \_\_\_\_\_

TITLE: Coordinator

DATE: \_\_\_\_\_

DATE: May 26, 2015

SAUSD-Personnel-ACCESS-Mental Health Clinician Services(41778)16/ZIP4



# Proposal: School-based Mental Health Services

Orange County Department of Education/Safe School Programs  
 Santa Ana Unified School District (SAUSD) 2015-2016

| Position                            | Additional Staff Support   | Description   | School Served   | Cost Breakdown                             |
|-------------------------------------|--|---|---|--|
| 1 FTE Clinical Supervisor           | <p><b>Includes 4-6 Master's level Social Work Interns** = 2,000 – 3,000 hrs of in-kind services</b></p> <p><b>(\$40,000-\$70,000 in-kind value of Intern services)</b></p> | <ul style="list-style-type: none"> <li>Supervise mental health clinicians assigned to each specific site</li> <li>Supervise 4-6 mental health interns</li> <li>Provide professional development for MHCs</li> <li>Provide consultation with school administration</li> <li>Support administration with crisis response, threat assessment and interventions</li> <li>Provide professional development for teachers on issues such as mental health, child abuse, diversity issues, classroom strategies, bullying and trauma.</li> <li>Assistant will coordinate file system and student database according to legal obligations according to student privacy rights and clinical standards.</li> </ul>   |   | <p>\$142,000<br/>(including benefits)</p>  |
| 1 FTE Mental Health Clinician (MHC) | <p><b>Includes 10- 20 MSW &amp; 5 Bachelor's in Social Work or Human Services Interns</b></p>  | <ul style="list-style-type: none"> <li>Provide school-based individual, group, and family therapy (with in-home visits as needed).</li> <li>Develop appropriate mental health services based on student and school needs.</li> <li>Provide suicide assessments, psychiatric referrals, and crisis response services as needed.</li> <li>Facilitate student support groups on topics like: depression, abuse, anger management, gangs, and exposure to violence at home and in the community.</li> <li>Provide referrals for employment, shelter, health insurance, child abuse prevention, food, financial assistance, and substance abuse services to the students and families and community based services.</li> <li>Participate in BEST,COST, SST, &amp; SARB meetings</li> <li>Participate in IEP's when necessary</li> <li>Will provide crisis response services and participate in threat assessment teams as appropriate</li> </ul> | Century High School                                   | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Santa Ana High School                                 | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Valley High School                                    | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Saddleback High School                                | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Godinez Fundamental High School                       | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Segerstrom High School                                | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Chavez High School/LorinGriset Academy                | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Community Day School                                  | Position: \$82,712<br>(including benefits) |
| 1 FTE Mental Health Clinician (MHC) |  |   | Santiago Elementary School/Heninger Elementary School | Position: \$82,712<br>(including benefits) |
|                                     |  |   |   |  |





# Proposal: School-based Mental Health Services

Orange County Department of Education/Safe School Programs  
 Santa Ana Unified School District (SAUSD) 2015-2016

|  |                       |                     |
|--|-----------------------|---------------------|
| Subtotal for Clinical Supervisor, 9 Mental Health Clinicians & 15-20 Interns |                       | \$886,408           |
| Staff – includes position for record keeping, office support                 | \$36,000              |                     |
| <b>Subtotal</b>  | <b>\$922,408</b>      |                     |
| Supplies   |                       | \$3,000             |
| Indirect 9.28%   | \$85,599.46           |                     |
| <b>Staff Subtotal</b>  |                       | <b>\$922,408.00</b> |
| <b>Indirect 9.28%</b>  |                       | <b>\$85,599.46</b>  |
| <b>Supplies</b>  |                       | <b>\$3,000</b>      |
| <b>Total</b>   | <b>\$1,011,007.46</b> |                     |



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**BOARD MEETING**

**TITLE:** Approval of Pre-approved Consultant List for Architectural Services for future District Projects

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the pre-approved consultant list for Architectural services for future District projects.



**Architects: Pre-Approved List:**

| Firm                           | Rank | RFQ Total Score |
|--------------------------------|------|-----------------|
| Donald Krotee Partnership      | *    | *               |
| Ghataode Bannon Architects     | *    | *               |
| Jubany NAC                     | *    | *               |
| Lentz Morrissey Architects     | *    | *               |
| MVE Institutional, Inc.        | *    | *               |
| PJHM Architects, Inc.          | *    | *               |
| Lionakis                       | 1    | 87.3%           |
| Dougherty+Dougherty Architects | 2    | 86.7%           |
| Ruhnau Ruhnau Clarke           | 3    | 85.3%           |
| Square1                        | 4    | 85.0%           |
| HMC Architects                 | 4    | 85.0%           |
|                                |      |                 |
| Little                         | 6    | 83.0%           |
| tBP/Architecture, Inc.         | 7    | 82.7%           |
| DLR                            | 8    | 80.0%           |
| IBI Group                      | 9    | 79.3%           |
| Rachlin                        | 9    | 79.3%           |
| ATI                            | 11   | 78.0%           |
| Westgroup Designs, Inc.        | 12   | 77.3%           |
| GA Design, Inc.                | 13   | 77.0%           |
| Gonzalez Goodale               | 14   | 76.3%           |
| DC Architects                  | 15   | 74.7%           |
| Logos                          | 16   | 63.3%           |
|                                |      |                 |
| *Currently under contract      |      |                 |
|                                |      |                 |

The rating process was conducted independently by three (3) Facilities staff. The results for each firm are tallied above. Firms that received at least 85 percent of the total possible points are recommended for approval.



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Pre-approved Consultant List for Division of State Architect Inspector of Record Services for Future District Projects**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to approve the pre-approved consultant list for Division of State Architect (DSA) Inspector of Record services firms for future District projects. The pre-approved consultant list was last approved by the Board on July 27, 2010.

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the pre-approved consultant list for Division of State Architect Inspector of Record services for future District projects.





DSA Inspector of Record: Pre-Approved List:

| Firm Applying                       | Rank | RFQ Total Score |
|-------------------------------------|------|-----------------|
| All American Inspections            | *    | *               |
| Priest Construction Services        | *    | *               |
| Sandy Pringle Associates            | *    | *               |
| Johnston Inspections                | *    | *               |
| Regan Inspection                    | *    | *               |
| Southland Inspection, Inc.          | 1    | 86%             |
| The Vinewood Company                | 2    | 85%             |
| Stephen Payte DSA Inspections, Inc. | 3    | 81%             |
| BPI Inspection Services             | 4    | 80%             |
| Vital Inspection Services Inc.      | 5    | 78%             |
| HBI Inspections                     | 6    | 76%             |
| Consulting & Inspection Inc.        | 7    | 76%             |
| TYR IOR Services                    | 8    | 75%             |
|                                     |      |                 |
|                                     |      |                 |
| Disqualified:                       |      |                 |
| Knowland Construction               |      |                 |
|                                     |      |                 |
|                                     |      |                 |
| *Currently under contract           |      |                 |

The rating process was conducted independently by three (3) Facilities staff. The results for each firm are tallied above. Firms that received at least 80 percent of the total possible points are recommended for approval.



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Authorization to Renew Ground Lease Agreement With Orange County Head Start, Inc. for Modular Buildings at Martin Elementary School

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to renew the Ground Lease Agreement with Orange County Head Start, Inc. for the modular buildings at Martin Elementary School. The agreement was previously approved by the Board on April 24, 2012.

**RATIONALE:**

The Ground Lease Agreement will allow Orange County Head Start, Inc. to continue the Head Start Program for preschool children and their families at Martin Elementary School. If approved, this agreement will commence as of July 1, 2015 through June 30, 2018.

**FUNDING:**

Orange County Head Start, Inc.: \$1.00 annually

**RECOMMENDATION:**

Authorize the renewal of the Ground Lease Agreement with Orange County Head Start, Inc. for the modular buildings at Martin Elementary School.



## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is entered into on June 10, 2015 by and between the SANTA ANA UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under the laws of the State of California ("Licensor") and the ORANGE COUNTY HEAD START, INC., a political subdivision of the State of California ("Licensee"). Licensor and Licensee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. WHEREAS, Licensor is the owner of real property located at 939 W. Wilshire Ave, in the City of Santa Ana, in Orange County, California, 92707 aka Glenn L. Martin Elementary School;

B. WHEREAS, Licensee has operated a Head Start Early Childhood Education Program providing services benefiting both the students and community of the City of Santa Ana;

C. WHEREAS, Licensor and Licensee have had a long term relationship that has benefited the Licensor's students;

D. WHEREAS, Licensee has requested usage of the north portion of Glenn L. Martin Elementary School to conduct its Head Start Early Childhood Education Program;

E. WHEREAS, Licensor, as a public school district, is concerned with safeguarding its ability to operate and run its public facilities and sites in accordance with prudent public agency practices; and

F. WHEREAS, Licensor and Licensee desire to enter into this Agreement, upon the Effective Date, pursuant to which Licensee shall use the northwest portion of Glenn L. Martin School;

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

### **AGREEMENT**

1. Recitals: All recitals set forth above are incorporated herein by reference.
2. License for Use of Glenn L. Martin Elementary School: Subject to the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee use of the

north portion of Glenn L. Martin Elementary School, in the City of Santa Ana, Orange County, California ("School Site"), for the purpose of maintaining a three (3) classroom modular complex to house Licensee's Head Start, Inc. The relocatable buildings shall be owned, operated and maintained at Licensee's sole cost and expense. Such license to use includes a right of way for access thereto and egress therefrom to the nearest public right of way, W. Russell Avenue.

3. Permitted Uses: The relocatable buildings shall be used only for the Head Start Early Childhood Education Program. Licensee may not construct, erect or install any improvements on the School Site without obtaining Licensor's prior written approval. Such approval, if given, will be subject to Licensee obtaining any permits or other written approvals from the City of Santa Ana or other public agencies, as applicable, and any other required consents as specified by the Licensor. Licensee shall be responsible for the security and safe keeping of the relocatable buildings.

4. Term: The initial term of this Agreement (the "Initial Term") shall be for three (3) years, commencing on the Effective Date of July 1, 2015 (the "License Commencement Date"), ending on June 30, 2018 unless sooner terminated pursuant to the terms of this Agreement. Licensee shall have the right to request an extension of this Agreement on a month to month basis on the same terms and conditions as set forth herein. This Agreement may be renewed on a month to month basis upon mutual written agreement of the Parties prior to the expiration of the Initial Term.

5. Access to School Site: Licensor permits Licensee and its employees vehicular and pedestrian ingress to and egress from the School Site, provided that such access by Licensee shall not interfere with Licensor's school programs and/or activities.

6. License Use Fee: Licensee shall pay Licensor an annual license use fee of One Dollar and No Cents (\$1.00) (the "License Use Fee") payable in advance, on the Effective Date (July 1, 2015) and subsequently due on the same month and day thereafter thru 2015.

7. Conditions to Use:

7.1 Personal Property of Licensee: It is expressly understood and agreed that the relocatable buildings, any furniture, equipment, materials or supplies owned by Licensee and placed in the relocatable buildings shall be and remain the personal property of Licensee.

7.2 Removal of Licensee's Personal Property: Upon termination of this Agreement, Licensee shall, within thirty (30) days, remove its relocatable buildings and all personal property at Licensee's sole cost and expense, and restore the School Site to the condition existing on July 1, 2015 reasonable wear and tear and casualty not caused by Licensee excepted.

7.3 Appearance and Maintenance of the Relocatable Buildings: Licensee, at Licensee's sole cost and expense, at all times during the term of this Agreement, agrees to keep and maintain, or cause to be kept and maintained, the relocatable buildings in a good state of appearance and repair. Licensee shall be responsible for all routine maintenance, repair and custodial services required for the relocatable buildings.

7.4 Utilities: Licensee shall reimburse Licensor for electricity costs within thirty (30) days of billing by Licensor. Costs calculations shall be based on District electricity cost per square foot for school year 2010/11, which is \$0.000614/SqFt per hour. All other utilities (gas, water and sewer) shall be paid by Licensor with the exception of telephone and internet services which shall be billed separately to Licensee by the servicing utility. Landscaping on the School Site shall be performed by Licensor and landscaping costs shall be billed to Licensee and payable by Licensee within thirty (30) days of billing by Licensor.

7.5 Taxes: The Licensee shall be liable for any and all increases in taxes which may be levied or assessed upon the School Site which are directly attributable to the usage by Licensee. Reimbursement of any such tax shall be due to Licensor thirty (30) days following Licensee's receipt of a written request from Licensor and reasonable evidence of the amount for which Licensee is responsible. Licensor shall provide to Licensee any and all documentation associated with the assessment.

8. Quiet Enjoyment: Licensor agrees that Licensee, upon compliance with all the terms and conditions of the Agreement, may lawfully and quietly have, hold, use, occupy and enjoy the School Site and each part thereof during the term of this Agreement or any extensions thereof without hindrance or interruption from Licensor. Licensor has and reserve the right at any reasonable time to enter upon the School Site or to perform any of the obligations imposed by this Agreement, but in so entering shall conduct itself so as to minimally interfere with Licensee's operation of the Head Start Early Childhood Education Program. Licensee may erect signs necessary to identify Licensee's occupancy of the School Site during the term of this Agreement upon prior written approval of Licensor.

9. Insurance:

9.1 Commercial General Liability and Property Damage: Licensee agrees to maintain in full force and effect a suitable policy or policies of commercial general liability and property damage insurance throughout the duration of this Agreement. Such insurance shall be in amounts not less than One Million Dollars (\$1,000,000) combined single limit, Five Million Dollars (\$5,000,000) aggregate, coverage for bodily injury and property damage.

9.2 Automobile Liability: Licensee agrees to maintain in full force and effect with regard to any vehicles which Licensee brings onto the School Site a suitable policy or policies of automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000) per accident throughout the duration of this Agreement.

9.3 Workers Compensation: Licensee shall also maintain in full force and effect throughout the term of this Agreement Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per employee and statutory limits per occurrence.

9.4 Notice; Additional Insureds: All insurance required under this Agreement shall be issued as a primary policy and any insurance carried by the Licensor shall be excess and non-contributory with such primary insurance and shall state that not less than thirty (30) days written notice from the insurance company or broker shall be provided to both Parties hereto before cancellation or modification. Licensor, its Governing Board, officers, employees and agents shall be designated and named as additional insureds.

9.5 Certificate of Insurance: Concurrently with the execution of this Agreement, Licensee will provide Licensor with a certificate(s) verifying all insurance and the terms described in Sections 9.1 through 9.4.

10. Indemnification:

Licensee shall indemnify Licensor, its Governing Board, officers, employees, representatives, agents and invitees against and will hold and save each of them harmless from any and all actions, claims, damages, penalties, obligations or liabilities (collectively, the "Losses") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization to the extent arising out of or caused by Licensee's negligent activities on the School Site, and any other negligent use of the School Site by Licensee, pursuant to this Agreement, except to the extent the Losses are caused by the negligence or willful misconduct of Licensor.

(i) Actions Filed: Licensee shall defend any action or actions filed in connection with any Losses for which Licensee is obligated to indemnify Licensor including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered: Licensee shall promptly pay any judgment rendered against Licensee or Licensor covering such Losses for which Licensee is obligated to indemnify Licensor.



(iii) Costs and Expenses; Attorney's Fees: In the event Licensor is made a party to any action or proceeding filed or prosecuted against Licensee for Losses for which Licensee is obligated to indemnify Licensor, Licensee agrees to pay Licensor any and all reasonable costs and expenses incurred by Licensor in such action or proceeding together with reasonable attorneys' fees.

The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

11. Interference: Licensee's activities on the School Site shall in no way interfere, hinder, disrupt or impede any educational/school program or activities at Glenn L. Martin Elementary School.

12. Termination: Licensor and Licensee have the right to terminate this Agreement in their sole discretion at any time, provided the terminating Party gives at least sixty (60) days prior written notice to the nonterminating Party specifying the desired date of termination.

13. Environmental Matters:

13.1 Representations and Warranties: Licensee agrees that it shall not generate, use, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the relocatable buildings or the School Site in violation of any Environmental Law (as defined below).

13.2 Hazardous Materials: The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, which are now or may become regulated under any federal, state or local statute, code, rule, regulation, order, ordinance or other law now or hereafter amended or enacted.

13.3 Environmental Law: The term "Environmental Law" means all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning, or in connection with, Hazardous Materials.

14. Assignment/Subletting: Licensee may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any assignment or sublease made by Licensee shall be null and void.

15. Fingerprinting: Licensee hereby agrees that all of Licensee's employees, agents, contractors and subcontractors, who enter onto the School Site for any reason or at any time subscribed herein, shall submit or have submitted their fingerprints, without exception, as prescribed by Education Code section 45125.1. Licensee hereby unequivocally agrees that said fingerprinting is justly required by Licensor, in Licensor's

discretion, pursuant to Education Code section 45125.1, and Licensee hereby waives any right, if any, to challenge the imposition by Licensor of said fingerprinting requirement. Licensee shall sign a certification that all of Licensee's employees, agents, contractors and subcontractors who enter onto the School Site for any reason or at any time have been fingerprinted and have passed a criminal record check by the Department of Justice.

16. Legal Interpretation: The Parties expressly understand and agree that this Agreement constitutes a license for use of the School Site including a non-exclusive license for any associated ingress and egress to the School Site, and is neither intended by the Parties, nor shall it be legally construed, to convey a lease hold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California.

17. Attorneys' Fees and Costs: If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall be responsible for their own attorneys' fees and costs.

18. Entire Agreement; Amendment: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, memorandums, leases, or agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

19. Notice: Any notice, request, information or other document to be given hereunder to any Party by any other Party shall be in writing and shall be deemed given if served upon personal delivery, if sent by certified mail, return receipt requested, on the third business day, addressed as follows:

If to Licensor: Santa Ana Unified School District  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701-6322  
Attention: Assistant Superintendent  
Facilities and Governmental Relations  
Telephone# (714) 480-5356 Fax # (714) 480-5373

If to Licensee: Orange County Head Start, Inc.  
2501 S. Pullman Street, Suite 100  
Santa Ana, CA 92705  
Attention: Colleen Versteeg, Executive Director  
Telephone# (714) 241-8920 Fax # (949) 596-8294

E-Mail: [colleen.versteeg@ochsinc.org](mailto:colleen.versteeg@ochsinc.org)

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other Party in the manner provided for giving notice. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. Survival: The provisions of the Agreement which requires performance subsequent to the termination or expiration of this Agreement or relates to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

21. Miscellaneous:

21.1 If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any question(s) of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act of omission of either Party. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

21.2 The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have entered into this License Agreement as of the day set forth above.

LICENSOR:

SANTA ANA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Stefanie P. Phillips, Ed.D., CBO

Its: Deputy Superintendent, Operations

Date: \_\_\_\_\_

LICENSEE:

ORANGE COUNTY HEAD START, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Executive Director

Date: \_\_\_\_\_

## AGENDA ITEM BACKUP SHEET

June 9, 2015

### Board Meeting

**TITLE:** Authorization to Award Contract for Replacement of Existing Roofing Systems at Heninger, Madison, Sepulveda Elementaries, MacArthur Fundamental Intermediate, and Chavez High Schools

**ITEM:** Action

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

**PREPARED BY:** Dennis Ziegler, Director Building Services

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#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award a contract for replacement of the roofing systems at Heninger, Madison, Sepulveda elementaries, MacArthur Fundamental Intermediate, and Chavez High School. Replacement of the roofing systems is essential to ensure a safe, effective, and well-maintained learning environment for our students.

#### RATIONALE:

Legal advertisement calling for bids was placed with the *Orange County Register* on April 27 and May 5, 2015. A job walk took place on May 5-6, 2015. On May 27, 2015, bid day, the District received three bids for Heninger ES, three bids for Madison ES, three bids for Sepulveda ES, four bids for MacArthur IS, and four bids for Chavez HS. Staff is in agreement that the listed contractors represent the lowest bidders. These bid amounts are within budget.

| Bid Package | School                   | Contractor                                 | Bid Amount     |
|-------------|--------------------------|--|----------------|
| 1           | Heninger ES              | Letner Roofing Co.                         | \$396,517.00   |
| 1           | Madison ES               | Pacific Builders & Roofing dba WSP Roofing | \$466,700.00   |
| 1           | Sepulveda ES             | Pacific Builders & Roofing dba WSP Roofing | \$203,400.00   |
| 1           | MacArthur Fundamental IS | Best Contracting Services, Inc.            | \$644,770.00   |
| 1           | Chavez HS                | Pacific Builders & Roofing dba WSP Roofing | \$177,800.00   |
|             | Total                    |  | \$1,889,187.00 |

#### FUNDING:

Deferred Maintenance/ Routine Restricted Maintenance: \$1,889,187.00

**RECOMMENDATION:**

Authorize staff to award contracts to Letner Roofing Co. for Bid Package No. 1 at Heninger Elementary, Pacific Builders & Roofing dba WSP Roofing for Bid Package No. 1 at Madison Elementary, Pacific Builders & Roofing dba WSP Roofing for Bid Package No. 1 at Sepulveda Elementary, Best Contracting Services, Inc. for Bid Package No. 1 at MacArthur Fundamental Intermediate, and Pacific Builders & Roofing dba WSP Roofing for Bid Package No. 1 at Chavez High School, for a total of \$1,889,187.00.

The following is a list of all bids received:

| Bidder Name                                | Base Bid Amount     |
|--|---------------------|
| <b>Heninger Elementary</b>                 |                     |
| Letner Roofing Co.                         | <b>\$396,517.00</b> |
| Rite-Way Roof Corporation                  | \$425,168.00        |
| Best Contracting Services, Inc.            | \$444,200.00        |
|  |                     |
|  |                     |
| <b>Madison Elementary</b>                  |                     |
| Pacific Builders & Roofing dba WSP Roofing | <b>\$466,700.00</b> |
| Bligh Pacific                              | \$467,517.00        |
| Letner Roofing Co.                         | \$629,563.00        |
|  |                     |
|  |                     |
| <b>Sepulveda Elementary</b>                |                     |
| Pacific Builders & Roofing dba WSP Roofing | <b>\$203,400.00</b> |
| Best Contracting Services, Inc.            | \$213,900.00        |
| Letner Roofing Co.                         | \$214,594.00        |
|  |                     |
|  |                     |
| <b>MacArthur Intermediate</b>              |                     |
| Best Contracting Services, Inc.            | <b>\$644,770.00</b> |
| Bligh Pacific                              | \$667,517.00        |
| Pacific Builders & Roofing dba WSP Roofing | \$692,400.00        |
| Letner Roofing Co.                         | \$ 859,817.00       |
|  |                     |
|  |                     |
| <b>Chavez High School</b>                  |                     |
| Pacific Builders & Roofing dba WSP Roofing | <b>\$177,800.00</b> |
| Best Contracting Services, Inc.            | \$181,512.00        |
| Bligh Pacific                              | \$198,299.00        |
| Letner Roofing Co.                         | \$219,333.00        |





**AGENDA ITEM BACKUP SHEET**

**June 9, 2015**

**Board Meeting**

**TITLE:** Authorization to Reject and Rebid Bid Package No. 2 New Kindergarten Building and Sitework at King Elementary School Under Overcrowding Relief Grant Program

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to Reject and Rebid Bid Package No. 2 for a new kindergarten building and sitework at King Elementary School under the Overcrowding Relief Grant Program.

**RATIONALE:**

Legal advertisement of notice calling for bids was placed in the *Orange County Register* on May 1 and 8, 2015. The Construction Management, architect, and staff are in agreement that all bids be rejected. All bid amounts were over budget. Staff will work with the architect to identify items to value engineer to reduce costs.

| <b>Bid Package:</b> | <b>School:</b> | <b>Description:</b>                    |
|---------------------|----------------|--|
| 2                   | King ES        | New Kindergarten Building and Sitework |

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Authorize staff to Reject and Rebid Bid Package No. 2 New Kindergarten Building and Sitework at King Elementary under the Overcrowding Relief Grant Program.



The following is a list of all bids received:

| <b>ORG Project BP#2</b>                                       |                        |
|---|------------------------|
| <b>Bidder Name</b>  | <b>Base Bid Amount</b> |
| Plyco Corporation   | \$1,600,000.00         |
| Robert Clapper Construction Services dba R.C. Construction    | \$1,605,000.00         |
| Dalke & Sons Construction, Inc.                               | \$1,738,890.00         |
| Cal-City Construction, Inc.                                   | \$1,880,000.00         |
| <i>JL Cobb Painting &amp; Construction (Bid form missing)</i> | <i>Non-responsive</i>  |



## AGENDA ITEM BACKUP SHEET

June 9, 2015

### Board Meeting

**TITLE:** Authorization to Award Contracts for Concrete Projects at Santa Ana and Saddleback High Schools Under Emergency Repair Program

**ITEM:** Action

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

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

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#### BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board authorization to award contracts for Bid Packages 407 at Santa Ana High School and Bid Package 502 at Saddleback High School for concrete projects under the Emergency Repair Program.

#### RATIONALE:

Legal advertisements of notice calling for bids were placed with the *Orange County Register* on May 1 and 8, 2015. On May 29, 2015, bid day, the District received three bids for BP 407 and three bids for BP 502. Staff is in agreement that the listed contractors represent the lowest bidder. These bid amounts are within budget.

| Bid Package | School        | Contractor                                 | Bid Amount   |
|-------------|---------------|--|--------------|
| 407         | Santa Ana HS  | Bravo Concrete Construction Services, Inc. | \$525,000.00 |
| 502         | Saddleback HS | Bravo Concrete Construction Services, Inc. | \$285,000.00 |
|             | Total         |  | \$810,000.00 |

#### FUNDING:

State Emergency Repair Program: \$810,000.00

#### RECOMMENDATION:

Authorize staff to award contracts for concrete projects to Bravo Concrete Construction Services, Inc. for Bid Package 407 at Santa Ana High School in the amount of \$525,000.00 and to Bravo Concrete Construction Services, Inc. for Bid Package 502 at Saddleback High School in the amount of \$285,000.00 under the Emergency Repair Program.



TB:rb

The following is a list of all bids received:

|   |                        |
|---|------------------------|
| Bid Results                                       | 5/29/2015              |
| Santa Ana High School                             |                        |
| ERP #407  |                        |
| <b>Bidder Name</b>                                | <b>Base Bid Amount</b> |
| <b>Bravo Concrete Construction Services, Inc.</b> | <b>\$525,000.00</b>    |
| Dalke & Sons Construction, Inc.                   | \$528,890.00           |
| Plyco Corp.                                       | \$644,000.00           |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
| Saddleback High School                            |                        |
| ERP #502  |                        |
| <b>Bidder Name</b>                                | <b>Base Bid Amount</b> |
| <b>Bravo Concrete Construction Services, Inc.</b> | <b>\$285,000.00</b>    |
| Plyco Corp.                                       | \$347,000.00           |
| Dalke & Sons Construction, Inc.                   | \$530,800.00           |
|   |                        |
|   |                        |





**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Assistant Superintendent, Facilities and Governmental Relations Employment Agreement**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Assistant Superintendent, Facilities and Governmental Relations employment agreement.

**RATIONALE:**

The Board must approve the employment agreement between the District and the Assistant Superintendent, Facilities and Governmental Relations at a Regular Board Meeting, a copy of which shall be provided.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the employment agreement of Assistant Superintendent, Facilities and Governmental Relations with SAUSD.

  
MAM:nr



## **CONTRACT OF EMPLOYMENT**

WHEREAS, on the \_\_\_ day of \_\_\_\_\_ 2015 the BOARD of EDUCATION of the Santa Ana Unified School District appointed \_\_\_\_\_ as ASSISTANT SUPERINTENDENT, FACILITIES AND GOVERNMENTAL RELATIONS (ASSISTANT SUPERINTENDENT).

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of employment shall be from the date of approval by the BOARD OF EDUCATION to and including June 30, 2018. Subject to continuous satisfactory performance, the BOARD OF EDUCATION may extend the term of this Contract of Employment an additional year.

2. During the term of employment, \_\_\_\_\_ shall satisfactorily perform duties pertaining to the position of ASSISTANT SUPERINTENDENT, as provided by the job description and as prescribed by the Superintendent.

3. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay ASSISTANT SUPERINTENDENT an annual salary in the amount of \$174,090 per school year. Monthly installments shall be payable according to the classified payroll calendar.

4. The salary specified in paragraph 3 above may be adjusted in the manner provided in Education Code section 35032. The stated salary may be increased at any time subject to the agreement of the ASSISTANT SUPERINTENDENT and the BOARD OF EDUCATION, with such increase becoming effective from the date of authorization by the BOARD OF EDUCATION.

5. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in the Association of California School Administrators (ACSA), the California Association of School Business Officials (CASBO), or a similar professional organization.

6. The SANTA ANA UNIFIED SCHOOL DISTRICT shall pay the ASSISTANT SUPERINTENDENT's membership dues in one Santa Ana-based service organization.

7. The ASSISTANT SUPERINTENDENT may earn and accrue up to 21 days of paid vacation per school year based on his days of service, as calculated by the payroll department of the District. If vacation is not used during the school year in which it was earned and accrued, such unused, earned and accrued vacation shall be carried over to the following school year. However, the ASSISTANT SUPERINTENDENT may not earn or accrue more than 42 unused vacation days. Once this maximum is reached, ASSISTANT SUPERINTENDENT will cease to earn and accrue any additional vacation until earned and accrued vacation has been used and the number of unused earned and accrued paid vacation days is below the maximum amount.

In the event of termination of employment of the ASSISTANT SUPERINTENDENT, either during the term of this Contract of Employment or at the expiration of the term of this Contract of Employment, he shall be entitled to compensation for any unused, earned and accrued vacation at the salary rate in effect at the termination or expiration of this Contract of Employment.

8. ASSISTANT SUPERINTENDENT shall earn one day of sick leave per month.

9. Consistent with Board Policies 4133, 4233, and 4333, ASSISTANT SUPERINTENDENT shall be reimbursed for actual and necessary expenses incurred performing authorized services for the District.

10. The services rendered by the ASSISTANT SUPERINTENDENT shall be evaluated annually by the SUPERINTENDENT or designee during the term of this Contract of Employment, at which time the BOARD OF EDUCATION and the ASSISTANT SUPERINTENDENT may mutually agree to extend the duration of this Contract of Employment. If the duration of this Contract of Employment is extended, the services rendered by the ASSISTANT SUPERINTENDENT shall be annually evaluated during the extended term of this Contract of Employment. The annual evaluation shall be completed on or about July 30.

11. The ASSISTANT SUPERINTENDENT shall be eligible for paid District medical, dental, vision, and life insurance for himself, his spouse, dependents, as

provided to other Cabinet members. In the event the ASSISTANT SUPERINTENDENT elects not to participate in the District medical, dental, and vision benefit plans for himself, his spouse, and dependents, he may elect to receive the annual cash value equal to the District contribution for medical (two-party tier rate), dental, and vision plans offered for which he is eligible. This compensation, if elected, shall be reviewed and changed each benefit year of the term of this Contract of Employment to reflect the then-current District contributions for the benefit plan year as the cost of the benefits adjust in the new benefit plan year.

These health and welfare benefits are subject to change or modification, and may be increased, reduced, or taken away, at the sole discretion of the BOARD OF EDUCATION, during the term of this Contract of Employment, so long as all other members of the Superintendent's Cabinet are subject to the same changes and/or modifications.

Upon termination or expiration of this Contract of Employment concurrently with retirement under the State Teacher's Retirement System (STRS) or the California Public Employees' Retirement System (CalPERS), the ASSISTANT SUPERINTENDENT shall have the option to continue receiving then-current medical, dental, and vision benefits at District expense, and notwithstanding AR 4317.15, until the ASSISTANT SUPERINTENDENT's 70<sup>th</sup> birthday.

12. The BOARD OF EDUCATION may, at any time, terminate this Contract of Employment at its sole discretion upon 90 days' written notice to the ASSISTANT SUPERINTENDENT. If the ASSISTANT SUPERINTENDENT's employment is terminated pursuant to this subsection, and the ASSISTANT SUPERINTENDENT is not in breach of this Contract of Employment, the ASSISTANT SUPERINTENDENT may receive an amount not to exceed the monthly salary of the ASSISTANT SUPERINTENDENT, multiplied by the number of months left on the unexpired term of this Contract of Employment or 12 months, whichever is less, as provided in Government Code section 53260. Except as provided in paragraph 11 hereof, any continuation of ASSISTANT SUPERINTENDENT's health and welfare benefits following such termination may

not exceed the number of months remaining on the unexpired term of this Contract of Employment, up to a maximum of 12 months, or until ASSISTANT SUPERINTENDENT finds other employment, whichever occurs first.

13. Acceptance of the payment described in paragraph 12 of this Contract of Employment fully and forever releases the SANTA ANA UNIFIED SCHOOL DISTRICT, its employees, officers, and agents, the BOARD OF EDUCATION, and each member of the BOARD OF EDUCATION from all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which ASSISTANT SUPERINTENDENT now owns or holds or has at any time before this date owned or held against any of them, including, but not limited to, all claims, charges, demands and causes of action (a) which arise out of or are in any way connected with ASSISTANT SUPERINTENDENT's employment or the termination of employment; (b) which are related to or concern discrimination under local, state or federal law (including but not limited to, the Age Discrimination in Employment Act), wrongful termination in violation of public policy, retaliation, intentional and negligent infliction of emotional distress, defamation and other torts; or (c) which arise out of or are in any way connected with any loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Contract of Employment.

14. This Contract of Employment may be terminated for cause at any time during the school year in accordance with Board Policy and/or statutory provisions that apply to any classified employee. For purposes of this Contract of Employment, "cause" includes any material breach of this Contract of Employment, any failure of the ASSISTANT SUPERINTENDENT to perform the duties prescribed for the ASSISTANT SUPERINTENDENT by the Superintendent or the BOARD OF EDUCATION, or any of the grounds enumerated in Administrative Regulation 4218. The BOARD OF EDUCATION shall not terminate this Contract of Employment under this subsection until a written statement of the grounds for termination has first been given to the ASSISTANT SUPERINTENDENT by the Superintendent. The ASSISTANT SUPERINTENDENT shall then be entitled to an

informal conference with the BOARD OF EDUCATION, in closed session, at which time the ASSISTANT SUPERINTENDENT shall be given a reasonable opportunity to address the specific concerns and issues of the BOARD OF EDUCATION and the Superintendent. The ASSISTANT SUPERINTENDENT shall have the right, at his own expense, to have a representative of his choice at the conference with the BOARD OF EDUCATION. If no resolution of these concerns and issues can be found, the ASSISTANT SUPERINTENDENT shall be provided with a written statement of the BOARD OF EDUCATION's decision with respect to the ASSISTANT SUPERINTENDENT's termination. If this Contract of Employment is terminated pursuant to this subsection, the ASSISTANT SUPERINTENDENT's employment with the District, and any compensation, benefits or allowances provided pursuant to this Contract of Employment, shall terminate with the effective date of the decision of the BOARD OF EDUCATION, and the ASSISTANT SUPERINTENDENT shall not be entitled to any further compensation thereafter, regardless of the term then remaining under this Contract of Employment.

15. The ASSISTANT SUPERINTENDENT shall return all SANTA ANA UNIFIED SCHOOL DISTRICT property and equipment to the SANTA ANA UNIFIED SCHOOL DISTRICT upon termination of this Contract of Employment.

16. The terms of this Contract of Employment are made for the benefit of each person or entity named in paragraph 13 above. It is the intention of the ASSISTANT SUPERINTENDENT that this Contract of Employment shall be effective as a bar against each and every claim, demand, cause of action, charge or grievance described in paragraph 13 above. In furtherance of this intention, the ASSISTANT SUPERINTENDENT expressly waives any and all rights and benefits conferred upon him by the provisions of section 1542 of the California Civil Code, which states:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

This clause would prevent any other action in law or in equity against the District as a result of the Board's determination to terminate the contract without cause and pay the liquidated damages.

Pursuant to Government Code section 53243.2, any funds received by the ASSISTANT SUPERINTENDENT from the District as a cash settlement resulting from the termination of this Agreement or successor agreements shall be fully reimbursed to the District if the ASSISTANT SUPERINTENDENT is convicted of a crime involving the abuse of his office or position.

17. If any term or provision of this Contract of Employment is held to be invalid or unenforceable, the remaining portions of this Contract of Employment shall continue to be valid and shall be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term shall be deemed amended and limited in accordance with the intent of the parties, as determined from the face of this Contract of Employment, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. This Contract of Employment may be amended or modified only pursuant to a writing signed by both parties, unless otherwise stated in this Contract of Employment.

19. This Contract of Employment constitutes and contains the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Contract of Employment. This is an integrated document.

20. This Contract of Employment is subject to, is governed by, and shall be construed under all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Contract of Employment as though set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract of Employment to be executed on the date hereinabove first written.



Dated: \_\_\_\_\_

BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

JOHN PALACIO  
PRESIDENT OF THE BOARD

Dated: \_\_\_\_\_

By: \_\_\_\_\_

ORIN WILLIAMS  
ASSISTANT SUPERINTENDENT  
FACILITIES & GOVERNMENTAL  
RELATIONS

Dated: \_\_\_\_\_

By: \_\_\_\_\_

RICHARD L. MILLER, PH.D  
SUPERINTENDENT

Date of Board of Education approval in open session: \_\_\_\_\_



**AGENDA ITEM BACK-UP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                    **Authorization to Utilize California Multiple Award Schedule Agreements for Purchase of Audio Visual Equipment and Supplies**

**ITEM:**                    **Action**

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

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

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**BACKGROUND INFORMATION:**

On March 17, 2015 the State of California entered into Contract No. 4-15-75-0056A with Troxell, Inc., and on February 24, 2015 the State of California entered into Contract No. 4-15-00-0114A with Lightspeed Technologies, Inc., which grants local government agencies the ability to purchase audio visual equipment and supplies. These contracts will continue in effect until termination or not to exceed a period of three years. California Multiple Award Schedule (CMAS) Contract No. 4-15-75-0056A is currently in effect until November 30, 2016 and CMAS Contract No. 4-15-0114A is currently in effect until December 31, 2017.

**RATIONALE:**

The purpose of this agenda item is to seek Board approval to utilize CMAS Agreement for the purchase of Audio Visual Equipment and Supplies through Troxell, Inc., and Light Speed Technologies, Inc.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 20118 and 10298. The contract prices offered through the contracts awarded to Lightspeed Technologies, Inc., and Troxell, Inc., have been assessed to be fair, reasonable and competitive. Staff has determined that it is in the best interest of the District to utilize the contracts awarded to Lightspeed Technologies, Inc., and Troxell Inc., as allowed under CMAS Contract Numbers 4-15-75-0056A and 4-15-00-0114A.

**FUNDING:**

Budgeted Funds as Requested

**RECOMMENDATION:**

Authorize staff to utilize the California Multiple Award Schedule Contract Numbers 4-15-75-0056A and 4-15-00-0114A, awarded to Troxell, Inc., and Lightspeed Technologies, Inc., for the purchase of audio visual equipment and supplies.

SP:mm

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for RCS Investigations & Consulting, LLC**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to increase the funding amount of consultant agreement for RCS Investigations & Consulting, LLC. At its June 10, 2014 meeting, the Board approved RCS Investigations & Consulting, LLC consultant agreement in the amount of \$13,000 to provide pre-employment background investigations for School Police Officers.

**RATIONALE:**

Due to vacant police officer job positions within the Santa Ana School Police Department, additional pre-employment background investigations are necessary.

**FUNDING:**

General Fund: \$13,000

**RECOMMENDATION:**

Approve the consultant agreement increase for RCS Investigations & Consulting, LLC, in the amount of \$13,000 for the 2014-15 school year.



# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as "DISTRICT" and **RCS Investigations & Consulting, LLC** 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: **RCS to conduct pre-employment background investigations for School Police Officers.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2014** and will diligently perform as required and complete performance by **June 30, 2015.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$8,000 (eight thousand dollars)** and per attached fee schedule.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, CA 92701

CONSULTANT:

RCS Investigations & Consulting, LLC.  
PO BOX 29798  
Anaheim Hills, CA 92809-9798

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            **Day of**            .

DISTRICT:

CONSULTANT:

By: \_\_\_\_\_  
Signature

By: Charlie Chavez  
Signature

Stefanie P. Phillips, Ed.D., CBO

Charlie Chavez

Printed Name

Printed Name

Deputy Superintendent, Operations

MANAGING PARTNER

Title

Title

Board Approval Date

20-5065414

Social Security or Taxpayer Identification

FEE SCHEDULE:

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

\$1,500 FLAT FEE FOR COMPLETED BACKGROUND  
\$  
\$  
\$

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of New/Renewal of Membership in Organizations 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**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the new/renewal of membership in organizations for 2015–16 fiscal year.

**RATIONALE:**

The District has both new institutional memberships and other memberships that need Board approval. The attached list shows the new/renewal memberships in various organizations and the approximate cost. The cost of membership is already part of the respective department's current budget.

**FUNDING:**

Various Funds

**RECOMMENDATION:**

Approve the new/renewal of membership in organizations for 2015–16 fiscal year, and authorize staff to present purchase orders for new/renewals of memberships.



## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations  | User                                      | Estimated Fee         |
|-----|--|---|-----------------------|
| 1.  | <b>Academy of Nutrition and Dietetics</b>  | <b>Nutrition Services</b>                 | <b>\$800</b>          |
|     | <i>Description:</i> The primary purpose of the Academy of Nutrition and Dietetics is to oversee and protect the regulation and scope of practice of Registered Dietitians and Dietetic Technicians.  |   |                       |
| 2.  | <b>ACSA Orange County District Superintendent's Organization Meetings</b>  | <b>Superintendent's Office</b>            | <b>\$500</b>          |
|     | <i>Description:</i> Monthly meetings involving all O.C. Superintendent's and County Superintendent's for the purpose of communication and operational matters.   |   |                       |
| 3.  | <b>American Commodity Distribution Association (ACDA)</b>  | <b>Nutrition Services</b>                 | <b>\$175</b>          |
|     | <i>Description:</i> ACDA is the communication link between agriculture, industry, government and customer, (recipient agencies), and the collective voice for policy decisions impacting food distribution programs.   |   |                       |
| 4.  | <b>American Payroll Association</b>  | <b>Payroll</b>                            | <b>\$254</b>          |
|     | <i>Description:</i> American Payroll Association is the nation's leader in payroll education and provides payroll professionals the resources necessary to stay in compliance with any changes in the law in relation to payroll.  |   |                       |
| 5.  | <b>Arts Orange County</b>  | <b>Communications Office</b>              | <b>\$260</b>          |
|     | <i>Description:</i> An organization that publishes Imagination Celebration, a publication that promotes SAHS Arts on the Lawn.   |   |                       |
| 6.  | <b>Asian Pacific Islander School Board Members Association (APISBMA)</b>   | <b>Superintendent's Office</b>            | <b>\$100</b>          |
|     | <i>Description:</i> Association is a non-profit organization dedicated to encouraging and supporting thoughtful, systematic and coordinated research, and evaluating and developing appropriate policies and practices to serve the needs of Asian Pacific Islander students and families.   |   |                       |
| 7.  | <b>Association of California School Administrators (ACSA)</b>  | <b>Identified District Administrators</b> | <b>\$8,850</b>        |
|     | <i>Description:</i> ACSA is an association that provides essential services and benefits tailored to our needs as a school leader. Services provided are as follows: ACSA Alerts, Advocacy, Leadership Magazine, EdCal, Member Rates, Professional Standards, Low Cost Group, Rates, and discounts.  |   |                       |
| 8.  | <b>California Association of Directors of Activities (CADA)</b>  | <b>High School Activity Directors</b>     | <b>\$250 per site</b> |
|     | <i>Description:</i> CADA provides the introduction and support to develop an effective Student Council with activities and leadership training. It also provides the opportunity to learn how to run an effective Student Council, create team building, obtain information on legal and legislative issues, and promote student leadership.                                       |   |                       |
| 9.  | <b>California Child Development Administrators Association (CCDAA)</b>   | <b>Early Childhood</b>                    | <b>\$250</b>          |
|     | <i>Description:</i> California Child Development Administrators Association supports leaders and administrators of ALL publicly funded early care and education programs in California. CCDAA is a powerful voice in Sacramento, advocating against budget cuts, sponsoring successful legislation to establish, and making your voice heard regarding legislation time and again. |   |                       |
| 10. | <b>California's Coalition for Adequate School Housing (CASH)</b>   | <b>Facilities</b>                         | <b>\$671</b>          |
|     | <i>Description:</i> Coalition of entities for lobbying of State legislation regarding facilities issues.   |   |                       |
| 11. | <b>California's Coalition for Adequate School Housing (CASH) Maintenance Network</b>   | <b>Building Services</b>                  | <b>\$209</b>          |
|     | <i>Description:</i> C.A.S.H Maintenance Network was formed in 1996 to strengthen maintenance efforts Statewide and to increase public and legislative awareness and funding for school maintenance issues.   |   |                       |
| 12. | <b>California Head Start Association (CHSA)</b>  | <b>Head Start</b>                         | <b>\$300</b>          |
|     | <i>Description:</i> Membership in this organization is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool programs.  |   |                       |
| 13. | <b>California Interscholastic Federation (CIF)</b>   | <b>All High School Athletics</b>          | <b>\$50 per Sport</b> |
|     | <i>Description:</i> This is a requirement for all high schools in the State of California in order to be eligible to participate in any athletic contest.  |   |                       |

## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations   | User                           | Estimated Fee     |
|-----|---|--------------------------------|-------------------|
| 14. | <b>California Latino School Boards Association (CLSBA)</b>  | <b>Superintendent's Office</b> | <b>\$100 each</b> |
|     | <i>Description:</i> CLSBA is an organization providing support to school board members and trustees to move forward education policy to increase P-12 student achievement.  |                                |                   |
| 15. | <b>California League of High School (CLHS)</b>  | <b>All High Schools</b>        | <b>\$2,360</b>    |
|     | <i>Description:</i> This organization provides resources and staff development opportunities that pertain to grades 9-12 education including reduction in conference fees and opportunity to participate in high school grade activities.   |                                |                   |
| 16. | <b>California League of Middle Schools (CLMS)</b>   | <b>Intermediate Schools</b>    | <b>\$2,655</b>    |
|     | <i>Description:</i> This organization provides resources and staff development opportunities that pertain to middle grade education reduction in conference fees and the opportunity to participate in a variety of middle grade activities.  |                                |                   |
| 17. | <b>California School Boards Association (CSBA)</b>  | <b>Superintendent's Office</b> | <b>\$31,000</b>   |
|     | <i>Description:</i> This association is for school board members in California. CSBA provides support and political advocacy for School Board members. The Education Alliance, a subset of CSBA, provides legal service and advice to school board and districts. Superintendent and Board members will receive subscriptions to California School News, California School Magazine, and access to GAMUT. GAMUT is an online policy information service providing school districts resources when updating Board Policies and Administrative Regulations.   |                                |                   |
| 18. | <b>Californians for School Facilities (CSF)</b>   | <b>Facilities</b>              | <b>\$2,550</b>    |
|     | <i>Description:</i> CSF is a coalition of California school districts and business groups working together for federal assistance for school construction. The goal of the coalition is to help California schools get their fair share of federal school construction funds and advocate for more reasonable federal regulations affecting school facilities.  |                                |                   |
| 19. | <b>California Association of School Business Officials (CASBO)</b>  | <b>Business Services</b>       | <b>\$1,600</b>    |
|     | <i>Description:</i> The California Association of School Business Officials is the premier resource for professional development and business best practices for California's school business leaders. CASBO is dedicated to promoting excellence and professionalism in all aspects of school business and stay current on school news; get understandable downloads on legislation and public school advocacy efforts; and connect with industry colleagues who are informed, experienced feet on the ground in California's public schools. CASBO members represent every facet of school business management and operations.                                |                                |                   |
| 20. | <b>California School Resource Officers' Association (CSROA)</b>   | <b>School Police Services</b>  | <b>\$25</b>       |
|     | <i>Description:</i> The CSROA is comprised of dedicated peace officers and educators of California who readily commit their experiences, efforts, and knowledge to achieve the common goal of providing all California schools with a safe and healthy learning environment. Members of the CSROA serve California's schools statewide, participating in various community-based prevention efforts and convene with a number of committees dedicated to recognizing the potential in today's youth.  |                                |                   |
| 21. | <b>CalSPRA</b>  | <b>Communications Office</b>   | <b>\$100</b>      |
|     | <i>Description:</i> Provides advice, support and information for school public information office.  |                                |                   |
| 22. | <b>CA Police Chiefs Association (Cal Chiefs)</b>  | <b>School Police Services</b>  | <b>\$125</b>      |
|     | <i>Description:</i> The purpose of the California Police Chiefs' Association is to promote and advance the science and art of police administration and crime prevention: to develop and disseminate professional administrative practices, and to promote their use in the police profession: to foster police cooperation and the exchange of information and experience throughout the State: to bring about recruitment and training in the police profession of qualified persons: to encourage the adherence of all police officers to high professional standards of conduct in the strict compliance with the Law Enforcement Officer's Code of Ethics. |                                |                   |
| 23. | <b>California School Nutrition Association (CSNA)</b>   | <b>Nutrition Services</b>      | <b>\$2,515</b>    |
|     | <i>Description:</i> Educating and empowering members to provide healthy meals to foster an environment where children achieve overall wellness and lifelong success.  |                                |                   |
| 24. | <b>Coalition for Adequate Funding for Special Education</b>   | <b>Support Services</b>        | <b>\$1,600</b>    |
|     | <i>Description:</i> Coalition in supporting the advocacy efforts for increase funding for special education.  |                                |                   |



## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations   | User  | Estimated Fee  |
|-----|---|---|----------------|
| 25. | <b>College Board</b>  | <b>All High Schools</b>                       | <b>\$325</b>   |
|     | <i>Description:</i> This organization provides services to comprehensive high schools to help teachers deliver AP courses, to provide counselors and administrators help in understanding and administering SAT and PSAT testing, results and potential, and to develop successful Advanced Placement Program that promote equal access and success for all students.   |   |                |
| 26. | <b>Constitutional Rights Foundation (CRF)</b>   | <b>Educational Services/All High School</b>   | <b>\$350</b>   |
|     | <i>Description:</i> Provides the school with access to participate in the Mock Trial Competition and Law Day activities.  |   |                |
| 27. | <b>Cooperative Organization for Development of Employee Selection Procedures (CODESP)</b>   | <b>Human Resources</b>                        | <b>\$1,850</b> |
|     | <i>Description:</i> CODESP was established to provide assistance in certificated and classified employment selection procedures. Among the products and services CODESP provides are: testing materials; salary surveys; training; seminars; workshops for personnel employees, job-related selection procedures; analysis and implementation of fair employment regulations and guidelines; access to a clearinghouse of information on testing and selection; access to an established item bank. This membership has benefited the Human Resources Department immensely.   |   |                |
| 28. | <b>Disaster Preparedness &amp; Recovery Alliance (DPRA)</b>   | <b>Risk Management/School Police Services</b> | <b>\$120</b>   |
|     | <i>Description:</i> The DPRA meets monthly and is supported by members representing small and large businesses, community organizations, municipal agencies, non-profit organizations, universities and schools. The mission of the DPRA is to establish opportunities to network and share information on emergency planning, training and disaster recovery.  |   |                |
| 29. | <b>FBI National Academy Associates, Inc. (FBINAA)</b>   | <b>School Police Services</b>                 | <b>\$200</b>   |
|     | <i>Description:</i> The FBI National Academy Associates, Inc.(FBINAA) is an active and healthy organization with nearly 18,000 members worldwide, who are graduates of the FBI National Academy Program. The purpose of the FBINAA is to provide members with continuing education, training, research, and professional development opportunities in law enforcement disciplines which will promote law enforcement cooperation, services, and standards of professional conduct in all levels of law enforcement.   |   |                |
| 30. | <b>Future Business Leaders of American (FBLA)</b>   | <b>Educational Services/Valley H.S.</b>       | <b>\$500</b>   |
|     | <i>Description:</i> Program activities include academic training, career and business education training, academic competition, and academic field trips. The club allows business technology students to visit worksites, compete with fellow FBLA students from other schools, and develop team building skills while teacher the importance of setting and achieving goals.  |   |                |
| 31. | <b>Golden West League</b>   | <b>High School Athletics</b>                  | <b>\$2,000</b> |
|     | <i>Description:</i> League dues required for high schools to participate in sports programs. (Santa Ana and Segerstrom).  |   |                |
| 32. | <b>International Association of Chiefs of Police (IACP)</b>   | <b>School Police Services</b>                 | <b>\$120</b>   |
|     | <i>Description:</i> The IACP shall advance professional police services; promote enhanced administrative, technical, and operational police practices; foster cooperation and the exchange of information and experience among police leaders and police organizations of recognized professional and technical standing throughout the world.  |   |                |
| 33. | <b>International Council for K-12 Online Learning (iNACOL)</b>  | <b>Educational Services</b>                   | <b>\$500</b>   |
|     | <i>Description:</i> The mission of the International Association for K-12 Online Learning (iNACOL) is to ensure all students have access to a world-class education and quality blended and online learning opportunities that prepare them for a lifetime of success. iNACOL is a non-profit organization focused on research; developing policy for student-centered education to ensure equity and access; developing quality standards for emerging learning models using online, blended, and competency-based education; and supporting the ongoing professional development of classroom, school, district and state leaders for new learning models. The membership dues offset costs relating to 4 staff members and provides discounts for the annual conference. |   |                |
| 34. | <b>International Society for Technology in Education</b>  | <b>Educational Services</b>                   | <b>\$1,699</b> |
|     | <i>Description:</i> The International Society for Technology in Education (ISTE®) is the premier nonprofit organization serving educators and education leaders committed to empowering connected learners in a connected world. ISTE serves more than 100,000 education stakeholders throughout the world. The membership dues offset costs relating to 16 staff members and provides discounts for the annual technology conference.  |   |                |

## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations  | User   | Estimated Fee  |
|-----|--|--|----------------|
| 35. | <b>Middle College National Consortium</b>  | <b>Middle College High School</b>            | <b>\$500</b>   |
|     | <i>Description:</i> Professional development organization for secondary and postsecondary public-sector educators. The Consortium provides ongoing technical assistance and support to both new and established middle college high schools as they implement educational reforms and engage in professional activities designed to help underperforming students meet high academic standards. Member schools participate in a Critical Friends Review every five years, students meet annually to discuss significant issues that affect their lives and communities, and educators meet twice yearly for professional development and assistance. |  |                |
| 36. | <b>National Association for the Education of Young Children</b>  | <b>Early Childhood Education</b>             | <b>\$200</b>   |
|     | <i>Description:</i> NAEYC supports our State and affecting early childhood education and many other benefits, helping them become leaders in discussions on many topics, from the development and implementation of quality rating and improvement systems (QRIS) and state-financed prekindergarten programs to the development of comprehensive systems for early childhood education, including integrated professional development systems.  |  |                |
| 37. | <b>National Association of School Resource Officers' (NASRO)</b>   | <b>School Police Services</b>                | <b>\$40</b>    |
|     | <i>Description:</i> The NASRO is the largest school-based police organization in the U.S. with a membership of over 6,000 school police officers. The NASRO provides a vast network of experience and expertise all directed at one goal of providing a safe learning environment for students.  |  |                |
| 38. | <b>National Association of School Safety and Law Enforcement Officials (NASSLEO)</b>   | <b>School Police Services</b>                | <b>\$200</b>   |
|     | <i>Description:</i> The National Association of School Safety and Law Enforcement Officials (NASSLEO) provides unmatched levels of resources to ensure continuous growth for school safety leaders, administrators, and managers. NASSLEO, a non-profit organization, is devoted to a safe learning environment for the K-12 educational systems; provides best practices, networking capabilities and professional development for national and international memberships.  |  |                |
| 39. | <b>National Center for Education Research &amp; Technology (NCERT)</b>   | <b>Superintendent's Office</b>               | <b>\$8,650</b> |
|     | <i>Description:</i> NCERT provides a highly collegial culture for superintendents that encourages networking, relationship building, mentoring and the sharing of best practices among educational leaders and business practitioners for the purpose of designing systems to promote educational management and leadership practices resulting in student learning.   |  |                |
| 40. | <b>National School Public Relations Association (NSPRA)</b>  | <b>Communications Office</b>                 | <b>\$260</b>   |
|     | <i>Description:</i> The NSPRA is the leader in school communication, providing members with the resources, products, services, and counsel needed to excel in their roles as lead communicators. This organization provides access to collaborate with school communication professionals throughout the country bringing best practices to the District. Templates and sample communication and marketing plans are accessible to members to utilize for their individual districts.  |  |                |
| 41. | <b>National Notary Association</b>   | <b>Business Services/District Office</b>     | <b>\$354</b>   |
|     | <i>Description:</i> Association has unlimited hotline support via the telephone with expert notaries giving advice and answering any question notaries may have. NNA provides professional training programs and online services.  |  |                |
| 42. | <b>National PTA</b>  | <b>Educational Services/All School Sites</b> | <b>\$25</b>    |
|     | <i>Description:</i> Organizational membership.   |  |                |
| 43. | <b>Orange County Academic Decathlon</b>  | <b>All High Schools/Educational Services</b> | <b>\$500</b>   |
|     | <i>Description:</i> Allows the school to participate in the highest level of academic competition through teams of students. Students compete with other students in the county and gain considerable growth in their own academic knowledge and discipline.   |  |                |
| 44. | <b>Orange County Hispanic Chamber of Commerce (HCC)</b>  | <b>Superintendent's Office</b>               | <b>\$250</b>   |
|     | <i>Description:</i> The OC Hispanic Chamber of Commerce is important as it provides the availability of positive business connections within the community for our students.   |  |                |
| 45. | <b>Orange County School Board Association (OCSBA)</b>  | <b>Superintendent's Office</b>               | <b>\$125</b>   |
|     | <i>Description:</i> The OCSBA promotes cooperation between Districts. It provides an exchange of information on school issues and holds conferences/workshops/seminars for its membership.   |  |                |

## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations   | User   | Estimated Fee      |
|-----|---|--|--------------------|
| 46. | <b>Orange County Special Education Alliance (OCSEA)</b>   | <b>Support Services</b>                                | <b>\$16,846.08</b> |
|     | <i>Description:</i> OC Special Education Alliance was established to meet the need for a countywide system that can focus on special education. This includes providing parent education on topics of interest and leadership opportunities for parents to lobby their state representatives regarding special education, with an emphasis on adequate state and federal funding of special education. The Alliance also offers staff development and training to school employees, with a focus on alternative dispute resolution strategies to improve positive communication with parents. In addition, the Alliance oversees the decisions and rulings rendered by administrative agencies, so that proactive measures can be considered when the outcome has a countywide significance or is precedent setting in its implications for all students. |  |                    |
| 47. | <b>Orange County Training Managers Association</b>  | <b>School Police Services</b>                          | <b>\$70</b>        |
|     | <i>Description:</i> To professionally and responsibly represent all local law enforcement agencies in matters of training management. This includes a partnership between OCTMA, allied training manager organizations, California Police Officer Standards and Training, Chief's and Sheriff's Organizations, and associations interested in furthering the goals of law enforcement training.   |  |                    |
| 48. | <b>Orange Coast League</b>  | <b>High School Athletics</b>                           | <b>\$2,000</b>     |
|     | <i>Description:</i> League dues are required for high schools to participate in sports. (Godinez and Saddleback).   |  |                    |
| 49. | <b>Orange League</b>  | <b>High School Athletics</b>                           | <b>\$2,000</b>     |
|     | <i>Description:</i> League dues are required for high schools to participate in sports. (Century and Valley).   |  |                    |
| 50. | <b>PBS SoCAL/KOCE-TV Foundation</b>   | <b>Educational Services/Information<br/>Technology</b> | <b>\$65,000</b>    |
|     | <i>Description:</i> Provides a cost-lowering mechanism by which districts join together to purchase high quality resource media. The consortia offer teachers liberal access to videos and teachers' guides, effective use of television and Discovery Streaming for instruction in the classroom. Copyright and broadcast clearances are included which allows teachers to copy for their own collection and the District to maintain a central video library.   |  |                    |
| 51. | <b>Recording for Blind and Dyslexic</b>   | <b>Support Services</b>                                | <b>\$500</b>       |
|     | <i>Description:</i> Provides curriculum books on tape for students needing this assistive technology.   |  |                    |
| 52. | <b>Region IX Head Start Association</b>   | <b>Head Start/State Pre-School</b>                     | <b>\$250</b>       |
|     | <i>Description:</i> Membership in these organizations is beneficial to the District because they provide information and training to our staff regarding issues and changes that directly affect Head Start and State Preschool Programs.   |  |                    |
| 53. | <b>Santa Ana Chamber of Commerce</b>  | <b>Superintendent's Office</b>                         | <b>\$1,595</b>     |
|     | <i>Description:</i> Provides the District with an ever-increasing number of partnership opportunities. The District does not participate in the SAC-PAC.  |  |                    |
| 54. | <b>School Energy Coalition</b>  | <b>Facilities</b>                                      | <b>\$250</b>       |
|     | <i>Description:</i> Coalition is dedicated to funding for school projects that will reduce energy usage, save money, produce clean renewable power for our students and communities throughout California.  |  |                    |
| 55. | <b>School Services of California (SSC)</b>  | <b>Business Services</b>                               | <b>\$3,000</b>     |
|     | <i>Description:</i> The District receives ongoing information and advice in all facets of school operation. Primary emphasis is related to legislation and school business functions as they relate to programmatic issues, and collective bargaining.  |  |                    |
| 56. | <b>School Nutrition Association</b>   | <b>Nutrition Services</b>                              | <b>\$2,000</b>     |
|     | <i>Description:</i> The School Nutrition Association (SNA) is the only professional association dedicated solely to the support and well being of school nutrition professionals in advancing good nutrition for all children.  |  |                    |
| 57. | <b>Special Education Local Plan Area Administrators of California</b>   | <b>Support Services</b>                                | <b>\$600</b>       |
|     | <i>Description:</i> The Special Education Local Plan Area (SELPA) Administrators is a State-wide organization that addresses issues related to the implementation of Special Education programs in districts across California. SELPA Administrators meet monthly with State Department of Education officials in Sacramento or San Diego to discuss service delivery, new trends, resolve problems and develop legislation to address Special Education concerns. The member dues offset costs related to hosting ten (10) meetings held during the school year.   |  |                    |

## MEMBERSHIPS IN ORGANIZATIONS FOR 2015-16

| No. | Organizations   | User                    | Estimated Fee |
|-----|---|-------------------------|---------------|
| 58. | Urban Education Dialogue  | Superintendent's Office | \$3,000       |
|     | <i>Description:</i> The Urban Education Dialogue brings together superintendents from California urban schools three times a year to share best practices, generate creative ideas, and improve education policy. |                         |               |
| 59. | Western Association of Schools & Colleges (WASC)  | All High Schools        | \$8,000       |
|     | <i>Description:</i> Annual membership fees are required to participate in the accreditation process for all high schools.   |                         |               |

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                   **Approval of American Red Cross Orange County Chapter Shelter Agreement**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

Education Code Section 32282, B, IV, ii establishes a procedure to allow a public agency, including The American Red Cross, to use school buildings grounds, and equipment for Mass Care and Welfare Shelters during disasters or other emergencies affecting the public health and welfare.

The American Red Cross is under federal charter to provide sheltering in times of disaster and emergency. The American Red Cross relies upon the close cooperation of schools and community to provide sites for sheltering. The District wishes to cooperate with the City of Santa Ana and The American Red Cross Orange County Chapter on furnishing specific schools within the District to serve as Mass Care and Shelter sites for the community in times of disaster.

**RATIONALE:**

Upon review of the current board approved Mass Care & Shelter sites and the current Agreement, the District is requesting the Board approve an updated agreement to include our best useable sites and details of the responsibilities of the District and those of the Red Cross and the process for reimbursement to the District.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the American Red Cross Orange County Chapter Shelter Agreement.



# American Red Cross – Orange County Chapter Shelter Agreement

The American National Red Cross (“Red Cross”), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility as an emergency shelter during a disaster.

Facility Name: Santa Ana Unified School District  
(Additional facilities may be identified on Addendum #2.)

## Parties and Facility

### Owner:

Legal name: Santa Ana Unified School District  
Chapter: \_\_\_\_\_  
24-Hour Point of Contact:  
Name and title: SAUSD Police Dispatch  
Work phone: 714-558-5535 Cell phone/pager: \_\_\_\_\_  
Address for Legal Notices:  
1601 E. Chestnut Ave  
Santa Ana, CA. 92701  
\_\_\_\_\_  
\_\_\_\_\_

### Red Cross:

Legal name: The American National Red Cross  
Chapter: Orange County Chapter  
24-Hour Point of Contact:  
Name and title: \_\_\_\_\_  
Work phone: 714 481-5300 Cell phone/pager: \_\_\_\_\_  
Address for Legal Notices:  
601 N. Golden Circle Drive  
Santa Ana, CA 92075  
\_\_\_\_\_

*Copies of legal notices must also be sent to:*  
The American National Red Cross, Office of the General Counsel,  
2025 E Street, NW, Washington DC 20006  
and  
The American National Red Cross, Disaster Operations,  
2025 E Street NW, Washington, DC 20006.

### Shelter Facility:

(Insert name and complete street address of building.)

See addendum #2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the District, at the District's discretion may permit the Red Cross to use the Facilities listed in Addendum #2 on a temporary basis as an emergency public shelter.
2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The District will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the *Facility/Shelter Opening/Closing Form* to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the District may make the food service resources of the Facility, including food, supplies, equipment and food service workers available to feed the shelter occupants. The District's Facility Coordinator may designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The District's Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and the Red Cross Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner may make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The District's Facility Coordinator will designate a District Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. **Closing the Shelter:** The Red Cross will notify the Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:
  - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The District in coordination with the Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.



- b. Actual costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Actual operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

|                | Owner initials | Red Cross initials |
|----------------|----------------|--------------------|
| Water          | _____          | _____              |
| Gas            | _____          | _____              |
| Electricity    | _____          | _____              |
| Waste Disposal | _____          | _____              |

The Owner will submit any request for reimbursement to the Red Cross within 120 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

- 10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability. The Red Cross shall provide Certificates of insurance, and shall name the Owner as an Additional Insured by way of a separate endorsement.
- 11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including actual attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.
- 12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

SANTA ANA UNIFIED SCHOOL DISTRICT  
(legal name) School District

THE AMERICAN NATIONAL RED CROSS

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ADDENDUM #1**

Additional American Red Cross Orange County recitals:

1. Red Cross and the School District agree to provide, and periodically update the facilities and point of contact information with each other.
2. The Red Cross agrees, when normal communications methods are possible, to follow the notification procedures outlined in Addendum #2, when it needs to establish a Red Cross mass care or service delivery site at the listed facilities.
3. Red Cross agrees to provide training to the appropriate members of the School District staff in mass care and shelter operations.
4. The School District agrees that when their personnel are used in conjunction with the American Red Cross personnel, the Red Cross policies, regulations and procedures will be used to operate the site. The American Red Cross will provide copies of written policies to the District.
5. Use of the District's personnel, as Red Cross volunteers will be based on a mutual agreement between the individual, Red Cross and the School District.
6. Should the School District request that the operation be relocated, before the end of the Red Cross requirements for operations, Red Cross agrees to relocate the facility within 48 hours of the Red Cross and local government locating a suitable alternate site. It is understood that it is a local government responsibility to facilitate the transportation of victims when shelter relocation is required.
7. Notwithstanding any other agreements, District agrees to defend, hold harmless, and indemnify the American Red Cross against any legal liability in respect to bodily injury, death and property damage arising from the negligence of the District.
8. Notwithstanding any other agreements, American Red Cross agrees to defend, hold harmless, and indemnify the District against any legal liability in respect to bodily injury, death and property damage arising from the negligence of the American Red Cross during its use of any property belonging to the District or American Red Cross.
9. Either party may discontinue this agreement in writing at anytime unless the facilities listed in Addendum #1 are currently being used as a shelter.

**ADDENDUM #2:**

List of Additional Facilities Covered By This Agreement

**(TO BE FORMALIZED FOLLOWING SHELTER FACILITY SURVEYS BY RED CROSS)**

**Intermediate Schools:**

Carr Intermediate School  
2120 W. Edinger Avenue  
Santa Ana, CA 92704  
(714) 431-7600

Lathrop Intermediate School  
1111 S. Broadway Street  
Santa Ana, CA 92707  
(714) 567-3300

MacArthur Fundamental Intermediate School  
600 W. Alton Avenue  
Santa Ana, CA 92707  
(714) 513-9800

McFadden Intermediate School  
2701 S. Raitt Street  
Santa Ana, CA 92704  
(714) 435-3700

Mendez Fundamental Intermediate School  
2000 N. Bristol Street  
Santa Ana, CA 92706  
(714) 972-7800

Spurgeon Intermediate School  
2701 W. Fifth Street  
Santa Ana, CA 92703  
(714) 480-2200

Villa Fundamental Intermediate School  
1441 E. Chestnut Avenue  
Santa Ana, CA 92701  
(714) 558-5100

Willard Intermediate School  
1342 N. Ross Street  
Santa Ana, CA 92706  
(714) 480-4800

**High School:**

Century High School  
1401 S. Grand Avenue  
Santa Ana, CA 92705  
(714) 568-7000

Godinez Fundamental High School  
3002 Centennial Road  
Santa Ana, CA 92704  
(714) 433-6600

Saddleback High School  
2802 S. Flower Street  
Santa Ana, CA 92707  
(714) 513-2900

Santa Ana High School  
520 W. Walnut Street  
Santa Ana, CA 92701  
(714) 567-4900

Seegerstrom High School  
2301 W. MacArthur Blvd.  
Santa Ana, CA 92704  
(714) 241-5000

Valley High School  
1801 S. Greenville Street  
Santa Ana, CA 92704  
(714) 241-6410



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 0440 – District Technology Plan (New: First Reading)

**ITEM:** Consent

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

**PREPARED BY:** Alexandra Ito, Director, Learning Innovation with Technology

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present for first reading new Board Policy (BP) 0440 – District Technology Plan.

**RATIONALE:**

The District's focus on technology advancements and related technology planning efforts has led to a need for Board approval of the first reading of BP 0440 – District Technology Plan. The BP 0440 states the Governing Board recognizes that technological resources can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the district's non-instructional operations and governance.

It also identifies the Superintendent or designee shall develop, for Board approval, a three-year technology plan, and an advisory committee of a variety of staff and community stakeholders may assist with the plan's development. The plan shall be integrated in the vision and goals of the District for student learning and shall contain research-based strategies and methods for the effective use of technology.

The Superintendent or designee shall ensure that any use of technological resources in the district protects the private and confidential information of students and employees in accordance with the law.

Education Code 51871.5 requires an approved technology plan as a precondition for any technology grant program administered by the California Department of Education.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the first reading of the new Board Policy 0440 – District Technology Plan.

DH:AI:lr

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 0440 (a)

District Technology Plan  
Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that technological resources can enhance student achievement by increasing student access to information, supporting teacher effectiveness, and facilitating the administration of student assessments. Effective use of technology can also increase the efficiency of the District's non instructional operations and governance.

(cf. 6162.51 - State Academic Achievement Tests)

The Superintendent or designee shall develop, for Board approval, a comprehensive three-year technology plan based on an assessment of current uses of technology in the District and an identification of future needs. The Superintendent or designee may appoint an advisory committee consisting of a variety of staff and community stakeholders to assist with the development of the technology plan.

(cf. 0400 - Comprehensive Plans)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 9140 - Board Representatives)

The plan shall be integrated into the District's vision and goals for student learning and shall contain research-based strategies and methods for the effective use of technology. When required for state or federal grant programs in which the District participates, the plan shall also address all components required for receipt of such grants.

(cf. 0000 - Vision)  
(cf. 0200 - Goals for the School District)  
(cf. 0460 - Local Control and Accountability Plan)  
(cf. 6000 - Concepts and Roles)

The Superintendent or designee shall ensure that any use of technological resources in the District protects the private and confidential information of students and employees in accordance with law.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)  
(cf. 5125 - Student Records)

Education Code 51871.5 requires an approved technology plan as a precondition for any technology grant program administered by the California Department of Education (CDE). In developing or revising a plan, districts may use the Technology Plan Builder available on the CDE's web site.

(Legal References next page)

## Legal Reference:

BUSINESS AND PROFESSIONS CODE

22584-22585 Student Online Personal Information Protection Act

EDUCATION CODE

10550-10555 Telecommunications standards  
 11800 K-12 High Speed Network grant program  
 49060-49085 Student records  
 51006 Computer education and resources  
 51007 Programs to strengthen technological skills  
 51865 California distance learning policy  
 51870-51871.5 Educational technology planning  
 60010 Instructional materials, definition  
 66940 Distance learning

PENAL CODE

502 Computer crimes, remedies

PUBLIC CONTRACT CODE

20110-20118.2 Purchasing requirements for technology

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act  
 1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

Part 99 Family Educational Rights and Privacy

CODE OF FEDERAL REGULATIONS, TITLE 47

54.500-54.523 Universal service support for schools

## Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California K-12 Education Technology Plan Template, Criteria, and Guiding Questions, November 2014

Empowering Learning: A Blueprint for California Education Technology 2014-2017, April 2014

FEDERAL COMMUNICATIONS COMMISSION PUBLICATIONS

E-rate Modernization Order, July 11, 2014



WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Education Technology Office:

<http://www.cde.ca.gov/ls/et>

California Educational Technology Professionals Association:

<http://www.cetpa.net>

Computer-Using Educators: <http://www.cue.org>

Federal Communications Commission: <http://www.fcc.gov>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

Technology Information Center for Administrative Leadership:

<http://www.portical.org>

Adopted: (     )     )

Santa Ana, CA



## AGENDA ITEM BACKUP SHEET

June 9, 2015

### Board Meeting

**TITLE:** Board Policy (BP) 1312.3 - Uniform Complaint Procedures (UCP)  
(Revised: First Reading)

**ITEM:** Action

**SUBMITTED BY:** Mark McKinney, Associate Superintendent

**PREPARED BY:** Nuria Solis, Director, English Learner Programs and Student Achievement

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#### BACKGROUND INFORMATION:

The Administration is presenting to the Board of Education revisions to Board Policy (BP) 1312.3 – Uniform Complaint Procedures (UCP), for First Reading.

State and federal guidelines requires districts to establish a uniform system of processing complaints of unlawful discrimination and alleged violations of federal or state laws or regulations for those activities or programs specified in California Code of Regulations, Title 5, sections 4600-4687, Education Code sections 234, 234.1, 234.2, 234.3, 234.5, 49010-49013 and Penal Code section 422.55.

The updated UCP Board Policy reflects the following revisions/additions:

- 1) **Revised language which makes reference to Penal Code 422.55:** *The SAUSD shall investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in Education code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the LEA.*
- 2) **Added language:** *A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.*

#### RATIONALE:

All districts must have updated UCP to confirm to California Code of Regulations, Title 5, sections 4600-4687, Education Code sections 234, 234.1, 234.2, 234.3, 234.5, 49010-49013 and Penal Code section 422.55

#### FUNDING:

Not Applicable

**RECOMMENDATION:**

First Reading, (BP) 1312.3 – Uniform Complaint Procedures (UCP)

  
MAM:NS:nr

Community Relations

Uniform Complaint Procedures

The Governing Board recognizes the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. ~~The district shall investigate any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures.~~

**The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.**

~~The District shall use the uniform complaint procedures to resolve any complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including those with actual or perceived characteristics such as age, sex, sexual orientation, gender, gender identity gender expression, genetic information, ethnic group identification, race or ethnicity, ancestry, nationality, national origin, religion, color, mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any district or school program, or school activity or any program or activity conducted by the district, which is funded directly by, or that receives or benefits from state and/or federal financial assistance. School personnel shall take immediate steps to intervene when it is safe to do so and when he or she witnesses an act of discrimination, harassment, intimidation or bullying.~~

~~Uniform complaint procedures shall also be used to address any complaints alleging the district's failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, unauthorized charging of pupil fees for participation in educational activities, failure to comply with the Local Control and Accountability Plan, and the development and adoption of the school safety plan.~~

**The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:**

- 1. Any complaints alleging the district's failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, unauthorized charging of pupil fees for participation in educational activities, failure to comply with the Local Control and Accountability Plan, and the development and adoption of the**

**school safety plan (5 CCR 4610).**

(cf. 3553 - Free and Reduced Price Meals)

**(cf. 3555 - Nutrition Program Compliance)**

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

**(cf. 5148 - Child Care and Development)**

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

**(cf. 6175 - Migrant Education Program)**

(cf. 6178 - Career Technical Education)

**(cf. 6178.1 - Work-Based Learning)**

~~(cf. 6200 - Adult Education)~~

**2. Any complaint alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, in district programs and activities against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the LEA, which is funded directly by, or that receives or benefits from any state financial assistance.**

**(GC § 11135, EC §§ 200, 220, 234.1, 5 CCR § 4610, PC § 422.55.)**

**(cf. 0410 - Nondiscrimination in District Programs and Activities)**

**(cf. 4030 - Nondiscrimination in Employment)**

**(cf. 4031 - Complaints Concerning Discrimination in Employment)**

**(cf. 5145.3 - Nondiscrimination/Harassment)**

**(cf. 5145.7 - Sexual Harassment)**

**3. Any complaint alleging bullying in district programs and activities, regardless of whether the bullying is based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics**

**(cf. 5131.2 - Bullying)**

**4. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610). If the District school finds merit in a pupil fees complaint, the District school shall provide a remedy to all affected pupils, parents, and guardians that, where applicable includes reasonable efforts by the District school to ensure full reimbursement to all**

affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the State Board (EC 49013 (d)). The District will attempt in good faith by engaging in reasonable efforts to identify and fully reimburse all pupils, parents, and guardians who paid a pupil fee within one year prior to the filing of the complaint (5CCR 4600 (a)).

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions against the District)

5. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. This includes keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case by case basis.~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades or work assignments of the complainant.~~

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their ~~problem~~ **dispute** through mediation, the Superintendent or designee shall initiate that process. **Mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate.** The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

**In filing and investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected as required by law. As appropriate for any complaint alleging retaliation, unlawful discrimination, harassment, intimidation and bullying, the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained. The complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation or bullying will remain confidential as appropriate. (EC § 234.1; 5 CCR § 4621.)**

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignments
4. Deficiency in the district's provision of instruction and/or services to any student who, by the completion of grade 12, has not passed one or both parts of the high school exit examination.

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 6162.52 - High School Exit Examination)

(cf. 6179 - Supplemental Instruction)

~~(Legal References next page)~~

Legal References:

EDUCATION CODE

|                |   |
|----------------|---|
| 200-62.4       | Prohibition of discrimination                           |
| 8200-8498      | Child care and development programs                     |
| 8500-8538      | Adult basic education                                   |
| 18100-18203    | School libraries  |
| 32289          | School safety plan, uniform complaint procedures        |
| 35186          | Williams uniform complaint procedure                    |
| 41500-41513    | Categorical education block grants                      |
| 48985          | Notices in language other than English                  |
| 49011          | Pupil Fees for participation in an educational activity |
| 49060-49079    | Student records   |
| 49490-49590    | Child nutrition programs                                |
| 52070-52075    | Local Control and Accountability Plan                   |
| 52160-52178    | Bilingual education programs                            |
| 52300-52490    | Career-technical education                              |
| 52500-52616.24 | Adult schools   |
| 52800-52870    | School-based coordinated programs                       |
| 54000-54028    | Economic impact aid programs                            |
| 54100-54145    | Miller-Unruh Basic Reading Act                          |
| 54400-54425    | Compensatory education programs                         |
| 54440-54445    | Migrant education                                       |
| 54460-54529    | Compensatory education programs                         |
| 56000-56867    | Special education programs                              |
| 59000-59300    | Special schools and centers                             |
| 64000-64001    | Consolidated application process                        |



CODE OF REGULATIONS, TITLE 5

3080 Application of section  
4600-4687 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

PENAL CODE

422.6 Interference with constitutional right or privilege

UNITED STATES CODE, TITLE 20

6301-6577 Title I Basic Programs  
6601-6777 Title II Preparing and Recruiting High Quality Teachers and Principals  
6801-6871 Title III, Language instruction for limited English proficient and immigrant students  
7101-7184 Safe and Drug-Free Schools and Communities Act  
7201-7283g Title V Promoting Informed Parental Choice and Innovative Programs  
7301-7372 Title V Rural and Low-Income School Programs

Adopted: (9-92 7-04 11-05 11-08 9-08 8-09 11-12) 5-14 Santa Ana, CA



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 3312 – Contracts (Revised: Adoption)

**ITEM:** Action

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

**PREPARED BY:** Tina Douglas, Assistant Superintendent, Business Services

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of revised Board Policy (BP) 3312 – Contracts.

**RATIONALE:**

The updated policy contains revisions from the California School Board Association model policy. The revisions reflect new mandates to keep policies up to date and fully compliant. The last revision occurred in March 2006.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approval of revised Board Policy 3312 - Contracts.



**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 3312(a)**

Business and Noninstructional Operations

Contracts

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

(cf. 2121- Superintendent's Contract)\par (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board. (cf. 3300 - Expenditures and Purchases) (cf. 3314 - Payment for Goods and Services)

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party. (cf. 1340 - Access to District Records)

**Contracts for Non-Nutritious Foods or Beverages**

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sales will occur off campus or outside the time restriction specified in the applicable law. (cf. 3554 - Other Food Sales) (cf. 3555 - Nutrition Program Compliance)

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management. (cf. 3100 - Budget) (cf. 3400 - Management of District Assets/Accounts) (cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education. (cf. 1220 - Citizen Advisory Committees)
2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals. (cf. 0000 - Vision) (cf. 0100 - Philosophy) (cf. 0200 - Goals for the School District)
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities. (cf. 1230 - School-Connected Organizations) (cf. 1321 - Solicitation of Funds from and by Students)

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5) (cf. 3311 - Bids)

The Board shall not enter into or renew a any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5.) (cf. 9322 - Agendas/Meeting Materials) (cf. 9323 - Meeting Conduct)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education 35182.5) (cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

**Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board. (cf. 9320 - Meetings and Notices)
2. Makes a finding that the electronic product or service is or would be an integral component of the education of students. (cf. 0440 - District Technology Plan)
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students. (cf. 1325 - Advertising and Promotion)
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center. (cf. 5145.6 - Parental Notifications)
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Legal Reference:

EDUCATION CODE

|               |   |
|---------------|---|
| 200-262.4     | Prohibition of discrimination on the basis of sex                                       |
| 14505         | Provisions required in contracts for audits   |
| 17595-17606   | Contracts   |
| 35182.5       | Contract prohibitions   |
| 45103.1       | Personal services contracts   |
| 45103.5       | Contracts for management consulting service related to food service                     |
| 49073.1       | Contract requirements for digital storage, maintenance and retrieval of student records |
| 49431-49431.7 | Nutritional standards   |

CODE OF CIVIL PROCEDURE

|         |                  |
|---------|------------------|
| 685.010 | Rate of interest |
|---------|------------------|

GOVERNMENT CODE

12990 Nondiscrimination and compliance  
employment programs  
53260 Contract provision re maximum cash  
settlement  
53262 Ratification of contracts with  
administrative officers

LABOR CODE

1775 Penalties for violations  
1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair  
practices  
7104 Contracts for excavations;  
discovery of hazardous waste  
7106 Non-collusion affidavit  
20111 Contracts over \$50,000; contracts  
for construction; award to lowest  
responsible bidder  
20104.50 Construction Progress Payments  
22300 Performance retentions

CODE OF REGULATIONS, TITLE 5

15500 Food sales by student organizations  
15501 Sales in high schools and junior  
high schools  
15575-15578 Food and beverage requirements  
outside of the federal school meal  
programs

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and  
Privacy Act  
1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program  
220.1-220.21 National School Breakfast Program

Management Resources: CSBA Publications  
Student Wellness: A Healthy Food and Physical Activity Policy Resource  
Guide, rev. 2005

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>



SANTA ANA UNIFIED SCHOOL DISTRICT

BP 3312(a)

Business and Noninstructional Operations

Contracts

~~Whenever state law invests The Governing Board~~ **recognizes its responsibility** ~~with the power to enter into contracts on behalf of the district for the~~ **acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111. (cf. 2121- Superintendent's Contract)\par (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)**

~~The Board may, by a majority vote, delegate this power to the Superintendent or designee~~ **the authority to enter into contracts on behalf of the district.** To be valid or to constitute an enforceable obligation against the district, all **such** contracts must be approved and/or ratified by the Board. ~~(Education Code 17604) (cf. 3300 - Expenditures/Expending Authority) (cf. 3314 - Payment for Goods and Services) (cf. 3400 - Management of District Assets/Accounts)~~ **(cf. 3300 - Expenditures and Purchases) (cf. 3314 - Payment for Goods and Services)**

~~All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. (cf. 2121- Superintendent's Contract) (cf. 4312.1 - Contracts) (cf. 9124 - Attorney)~~

~~When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990 (cf. 0410 - Nondiscrimination in District Programs and Activities)~~

~~The district shall not~~ **Every contract entered into a contract on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall that prohibits a school district employee from disparaging the goods or services of the any contracting party. (Education Code 35182.5) (cf. 1340 - Access to District Records)**

**Contracts for Non-Nutritious Foods or Beverages**

~~Effective July 1, 2007,~~ **The district or a district school shall not enter into or renew a contract for the sale of foods or beverages that do not meet the applicable nutritional standards specified in Education Code 49431- or 49431.249431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12,**

unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises. (Education Code 49431, 49431.2) (cf. 3554 - Other Food Sales) **off campus or outside the time restriction specified in the applicable law. (cf. 3554 - Other Food Sales) (cf. 3555 - Nutrition Program Compliance)**

~~In accordance with the dates specified in law, the district or a district school shall not enter into or renew a contract for the sale of beverages that do not meet the nutritional standards in Education Code 49431.5 unless the contract specifies that such sales will occur later than one-half hour after the end of the school day and/or off school premises.~~

Before the district or a district school enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of ~~this~~ **the** contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include **,** but not be limited to **,** the following:

1. ~~Control~~ **P**rocedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources **,** and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management. (cf. 3100 - Budget) (cf. 3400 - Management of District Assets/Accounts) (cf. 3460 - Financial Reports and Accountability)
2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

~~In addition, the contract may specify whether contractor logos are permitted on district facilities, including but not limited to scoreboards and other equipment. If such logos are permitted, the contractor shall present the equipment to the Board as a gift. The gift may be accepted by the Board in accordance with Board policy and administrative regulation. (cf. 3290 - Gifts, Grants and Bequest)~~

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may ~~form a committee consisting of~~ **invite** parents/guardians, students, staff **,** and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education. (cf. 1220 - Citizen Advisory Committees)

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals. (cf. 0000 - Vision) (cf. 0100 - Philosophy) (cf. 0200 - Goals for the School District)
3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.
4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fund-raising activities. (cf. 1230 - School-Connected Organizations) (cf. 1321 - Solicitation of Funds from and by Students)

The Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5) (cf. 3311 - Bids)

The Board shall not enter into or renew a any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. ~~or as otherwise authorized by Education Code 35182.5. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting.~~ (Education Code 35182.5.) (cf. 9322 - Agendas/Meeting Materials) (cf. 9323 - Meeting Conduct)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the food and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5) (cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

#### **Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board. (cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students. (cf. 0440 - District Technology Plan) ~~(cf. 6162.7 - Use of Technology in Instruction)~~
3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students. (cf. 1325 - Advertising and Promotion)
4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center. **(cf. 5145.6 - Parental Notifications)**
5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. ~~Any~~ request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

## Legal Reference:

EDUCATION CODE

|                |  |
|----------------|--|
| 200-262.4      | Prohibition of discrimination on the basis of sex  |
| 14505          | Provisions required in contracts for audits  |
| 17595-17606    | Contracts  |
| 35182.5        | Contract prohibitions  |
| <b>45103.1</b> | <b>Personal services contracts</b>   |
| 45103.5        | Contracts for management consulting service related to food service                            |
| <b>49073.1</b> | <b>Contract requirements for digital storage, maintenance and retrieval of student records</b> |
| 49431-49431.57 | Nutritional standards  |

CODE OF CIVIL PROCEDURE

|         |                  |
|---------|------------------|
| 685.010 | Rate of interest |
|---------|------------------|

GOVERNMENT CODE

|       |  |
|-------|--|
| 12990 | Nondiscrimination and compliance employment programs   |
| 53260 | Contract provision re maximum cash settlement          |
| 53262 | Ratification of contracts with administrative officers |

LABOR CODE

|           |                          |
|-----------|--------------------------|
| 1775      | Penalties for violations |
| 1810-1813 | Working hours            |

PUBLIC CONTRACT CODE

|           |   |
|-----------|---|
| 4100-4114 | Subletting and subcontracting fair practices            |
| 7104      | Contracts for excavations; discovery of hazardous waste |
| 7106      | Non-collusion affidavit                                 |

20111 Contracts over \$50,000; contracts  
for construction; award to lowest  
responsible bidder  
20104.50 Construction Progress Payments  
22300 Performance retentions

**CODE OF REGULATIONS, TITLE 5**

15500 **Food sales by student organizations**  
15501 **Sales in high schools and junior**  
**high schools**  
15575-15578 **Food and beverage requirements**  
**outside of the federal school meal**  
**programs**

UNITED STATES CODE, TITLE 20

1232g **Family Educational Rights and**  
**Privacy Act**  
1681-1688 Title IX, discrimination

**CODE OF FEDERAL REGULATIONS, TITLE 7**

210.1-210.31 **National School Lunch Program**  
220.1-220.21 **National School Breakfast Program**

**Management Resources: CSBA Publications**  
**Student Wellness: A Healthy Food and Physical Activity Policy Resource**  
**Guide, rev. 2005**

**WEB SITES**

**CSBA: <http://www.csba.org>**

**California Association of School Business Officials: <http://www.casbo.org>**

Adopted: (8-98 3-06) **5/2015**

Santa Ana, CA



**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:**                    **Board Policy (BP) 5125 – Student Records**  
**(Revised: Adoption)**

**ITEM:**                    **Action**

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

**PREPARED BY:**    **Ed Winchester, Executive Director, Secondary Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of the revised Board Policy 5125 – Student Records.

**RATIONALE:**

Three new bills addressing Student Privacy and Technology were signed by the Governor:

Effective January 1, 2015, Assembly Bill (AB) 1442 introduces a number of requirements and restrictions. Districts may only gather data that directly relates to school or pupil safety, and must delete that data after a student turns 18 or leaves the district. In addition, districts must provide access to any stored data to the student and his or her parents.

New AB 1584 requires if a district has outsourced social media data collection to a third party, the contract between the district and third party must contain the same restrictions.

Effective January 1, 2016, the Student Online Personal Information Protection Act Senate Bill 1177, prohibits operators of educational websites, online services, online applications and mobile applications from selling or disclosing student information (e.g., name, address, phone number, test results, socioeconomic information, food purchases) or using it to target advertising.

With these new laws in place, it is important that the District policies be aligned with all state mandates governing student records.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adoption of revised Board Policy 5125 – Student Records.

DM:RO:sz



Students

Student Records

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures, for maintaining the confidentiality of student records, are consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations governing retention and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records and shall protect students and their families from invasion of privacy.

- (cf. 3580 - District Records)
- (cf. 4040 - Employee Use of Technology)
- (cf. 5125.1 - Release of Directory Information)
- (cf. 5125.3 - Challenging Student Records)

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

- (cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE

- 17604 Contracts
- 48201 Student records for transfer students who have been suspended/expelled
- 48853.5 Foster youth; placement, immunizations
- 48902 Notification of law enforcement of specified violations
- 48904-48904.3 Withholding grades, diplomas, or transcripts
- 48918 Rules governing expulsion procedures
- 48980 Parental notifications
- 48985 Notices in parent/guardian's primary language
- 49060-49079 Student records
- 49091.14 Parental review of curriculum
- 51747 Independent study
- 56041.5 Rights of students with disabilities
- 56050 Surrogate parents
- 56055 Foster parents
- 69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

- 22580-22582 Digital privacy
- 22584-22585 Student Online Personal Information Protection Act

CODE OF CIVIL PROCEDURE

- 1985.3 Subpoena duces tecum

FAMILY CODE

- 3025 Access to records by noncustodial parents
- 6552 Caregiver's authorization affidavit

GOVERNMENT CODE

- 6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

- 120440 Immunizations; disclosure of information

PENAL CODE

- 245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

- 681 Truancy petitions
- 701 Juvenile court law
- 16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

- 430-438 Individual student records
- 16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

- 1232g Family Educational Rights and Privacy Act
- 1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

- 152 Definition of dependent child

UNITED STATES CODE, TITLE 42

- 11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

- Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.1-99.67 Family Educational Rights and Privacy
- 300.501 Opportunity to examine records for parents of student with disability

Management Resources:

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

Adopted (6/76, 4/98) 5/15 Santa Ana, CA

**AGENDA ITEM BACKUP SHEET**  
**June 9, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 5125.1 – Release of Directory Information  
(Revised: Adoption)

**ITEM:** Action

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

**PREPARED BY:** Ed Winchester, Executive Director, Secondary Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board adoption of the revised Board Policy 5125.1 – Release of Directory Information.

**RATIONALE:**

Three new bills addressing Student Privacy and Technology were signed by the Governor:

Effective January 1, 2015, Assembly Bill (AB) 1442 introduces a number of requirements and restrictions. Districts may only gather data that directly relates to school or pupil safety, and must delete that data after a student turns 18 or leaves the district. In addition, districts must provide access to any stored data to the student and his or her parents.

New AB 1584 requires if a district has outsourced social media data collection to a third party, the contract between the district and third party must contain the same restrictions.

Effective January 1, 2016, the Student Online Personal Information Protection Act Senate Bill 1177, prohibits operators of educational websites, online services, online applications and mobile applications from selling or disclosing student information (e.g., name, address, phone number, test results, socioeconomic information, food purchases) or using it to target advertising.

With these new laws in place, it is important that the District policies be aligned with all state mandates governing the release of directory information.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adoption of revised Board Policy 5125.1 – Release of Directory Information.

DM:EW:sz

Students

Release of Directory Information

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation. (cf. 1112 - Media Relations)

The superintendent or designee may authorize the release of student directory information to representatives of the news media, prospective employers, or nonprofit organizations as provided by law. Unless prohibited by the parent/guardian in accordance with law, directory information which school officials may disclose consists of the following: student's name, address, telephone number, email address, birthdate, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended.

Telephone numbers shall be released only with express parental consent.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Legal Reference:

EDUCATION OCDE

- 49061 Definitions
- 49063 Notification of parents of their rights
- 49073 Release of directory information
- 49073.5 Directory information: military representatives; telephone numbers
- 49603 Public high schools: military recruiting