

*Santa Ana Unified School District  
Board of Education*

**Board Meeting Agenda**

**Tuesday, June 23, 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>



BOARD OF EDUCATION  
REGULAR MEETING

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

TUESDAY  
JUNE 23, 2015  
6:00 PM

## AGENDA

### CALL TO ORDER

### 5:00 P.M. RECESS TO CLOSED SESSION

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

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

#### STUDENT EXPULSIONS AND DISCIPLINE ISSUES

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

PUBLIC EMPLOYEE APPOINTMENT: Elementary School Principal; K-8 School Assistant Principal; Assistant Director of Research and Evaluation

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

CONFERENCE WITH LABOR NEGOTIATOR: SAEA, CSEA, SASPOA, CWA  
Bargaining Units  
Mr. Mark A. McKinney,  
District Negotiator

- D. With respect to every item of business to be discussed in Closed Session pursuant to paragraph (2) or (3) of Subdivision (D) of Government Code 54956.9:

CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation-Significant Exposure to Litigation (one potential case)

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

- City of Santa Ana and Santa Ana Unified School District Pedestrian and Bicycle Safety Contest Winners
- Certificated Employee of the Month for June 2015, Bertha Benavides
- Classified Employee of the Month for June 2015, Judith Velasco

## 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 - June 9, 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 Career Focus – Hospitality Services Course at Valley High School
- 1.5 Approval of Culinary Arts Course at Valley High School
- 1.6 Approval of Virtual Enterprise Course at Century High School
- 1.7 Approval of Expulsion of Students for Violation of California Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7, and/or 48915(c) According to Board Policy 5144.1
- 1.8 Approval of Master Contracts and/or Individual Service Agreements with Nonpublic Schools and Agencies for Students with Disabilities for 2014-15 School Year
- 1.9 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2015-16 School Year

- 1.10 Approval of Acceptance of California Career Pathways Trust Grant for 2015-17 School Years
- 1.11 Approval of Amendment of Funding for California Partnership Lighthouse Academies Project Grant for January 1, 2015 through December 31, 2016
- 1.12 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 27, 2015 through June 9, 2015
- 1.13 Ratification of Expenditure Summary and Warrant Listing for Period of May 27, 2015 through June 9, 2015
- 1.14 Approval of Listing of Agreements/Contracts with Various Consultants
- 1.15 Approval of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities
- 1.16 Approval of Consultant Agreement with Buck Institute of Education for 2015-16 School Year
- 1.17 Approval of Software and Support Agreement between Santa Ana Unified School District and Illuminate Education, Inc., for the Period of July 1, 2015 Through June 30, 2016
- 1.18 Authorization to Approve Contract with Schoolwires, Inc. for Web Hosting Services Districtwide for Period of July 1, 2015 through June 30, 2018
- 1.19 Authorization to Utilize Simi Valley Unified School District Piggyback Contract with SHI International Corp. for the Purchase of Microsoft Volume Licensing
- 1.20 Adoption of Resolution No. 14/15-3068 – Authorization of Prekindergarten and Family Literacy Program Support Contract for 2015-16 Program Year
- 1.21 Adoption of Resolution No. 14/15-3069 – Authorization of Contract for California State Preschool Funding for 2015-16 Program Year
- 1.22 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LPD 1400520 JT
- 1.23 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 HEARING

- Assembly Bill 602 Annual Service Plan for 2015-16 School Year

## PRESENTATIONS

- Parent Program – California Association for Bilingual Education 2-INSPIRE Program
- Early Childhood Education Update

## REGULAR AGENDA - ACTION ITEMS

- 2.0 Adoption of Assembly Bill 602 Annual Service Plan for 2015-16 School Year
- 3.0 Adoption of Resolution No. 14/15-3062 – Conditional Renewal of Charter School Petition for Orange County Educational Arts Academy
- 4.0 Adoption of Resolution No. 14/15-3063 – Renewal of Charter School Petition for Orange County School of the Arts
- 5.0 Ratification of Collective Bargaining Agreement and Tentative Agreement for the 2014-2015 Openers with California School Employees Association, and its Chapter 41
- 6.0 Approval of Compensation Increase for Management, Supervisory, and Confidential Employees not Represented by a Union
- 7.0 Adoption of 2015-16 Local Control and Accountability Plan
- 8.0 Adoption of 2015-16 Budget
- 9.0 Adoption of Resolution No. 14/15-3067 – Acting as The Legislative Body of Community Facilities District No. 2004-1 of Santa Ana Unified School District (Central Park Project) Authorizing Issuance of its 2015 Special Tax Refunding Bonds in an Aggregate Principal Amount Not to Exceed Ten Million Dollars (\$10,000,000) and Approving Certain Documents and Taking and Approving Certain Other Actions in Connection Therewith
- 10.0 Adoption of Resolution No. 14/15-3066 – Authorizing Annual Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District Central Park Project for Fiscal Year 2015-16
- 11.0 Approval of Submission of Part I 2015-16 Consolidated Application and Reporting System for Funding to California State Department of Education for 2015-16 School Year
- 12.0 Approval of Education Technology Plan for 2015-18 School Years

- 13.0 Approval of Updated Visual and Performing Arts Strategic Plan for 2015-20 School Years
- 14.0 Approval of Agreement with TurnAround Schools for 2015-16 School Year
- 15.0 Approval of License with Smarty Ants, Inc. for 2015-16 School Year
- 16.0 Approval of Consultant Agreement between Educational Policy Improvement Center and Valley High School for July 1, 2015 through June 30, 2016
- 17.0 Approval of Consultant Agreement between Padres Unidos and Valley High School for September 14, 2015 through June 15, 2016
- 18.0 Approval of Consultant Agreement Increase for Laurel Adler
- 19.0 Approval of Consultant Agreement Increase for RCS Investigations & Consulting, LLC
- 20.0 Approval of Facilities Agreement between Santa Ana Unified School District and Edward B. Cole, Sr. Academy Charter School
- 21.0 Authorization to Renew Contract between Santa Ana Unified School District and Northwest Evaluation Association (NWEA) for Access and Supports to NWEA's Measures of Academic Progress Assessments for the Period of July 1, 2015 Through June 30, 2016
- 22.0 Authorization to Utilize Wiseburn School District Bid Package #2 Contract Awarded to KYA Services, LLC for Purchase of Synthetic Turf and Sports Flooring for Santa Ana Public Schools Sports Complex and Segerstrom High School
- 23.0 Approval of Revised Job Description: Senior Programmer Analyst

#### 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) 1312.3 - Uniform Complaint Procedures (UCP) (Revised: Adoption)
- Board Policy (BP) 0440 – District Technology Plan (New: Adoption)

#### BOARD REPORTS

#### ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, July 28, 2015, at 6:00 p.m.

**AGENDA ITEM BACKUP SHEET**

**June 23, 2015**

**Board Meeting**

**TITLE:** City of Santa Ana and Santa Ana Unified School District Pedestrian and Bicycle Safety Contest Winners

**ITEM:** Recognition

**SUBMITTED BY:** Richard L. Miller, Ph.D., Superintendent

**PREPARED BY:** Deidra Powell, Chief Communications Officer

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to recognize the City of Santa Ana and Santa Ana Unified School District Pedestrian and Bicycle Safety Contest winners. Fourth Grade Madison Elementary School Student Emily Tavares was named the winner in the elementary category and Eleventh Grade Century High School Student Cesar Pompa was named the winner in the secondary category.

**RATIONALE:**

In partnership with the City of Santa Ana, Santa Ana Unified School District conducted a poster contest for grades K-12 to promote pedestrian and bicycle safety. All elementary, middle and high school students in the District had the opportunity to put their creative talents to work and design posters in support of pedestrian and bicycle safety.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize the City of Santa Ana and Santa Ana Unified School District Pedestrian and Bicycle Safety Contest winners.

RLM/dp

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Certificated Employee of the Month for June 2015, Bertha Benavides**

**ITEM:**                   **Recognition**

**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 recognize the Certificated Employee of the Month for June 2015.

**RATIONALE:**

A selection committee, consisting of certificated employees, has reviewed nominees and selected the Certificated Employee of the Month for June 2015. The members have selected Bertha Benavides, Teacher, Community Day Intermediate & High School.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Bertha Benavides, as Certificated Employee of the Month for June 2015.



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Classified Employee of the Month for June 2015, Judith Velasco

**ITEM:** Recognition

**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 recognize the Classified Employee of the Month for June 2015.

**RATIONALE:**

A selection committee, consisting of classified employees, has reviewed nominees and selected the Classified Employee of the Month for June 2015. The members have selected Judith Velasco, Autism Paraprofessional, Mitchell Child Development.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize Judith Velasco as Classified Employee of the Month for June 2015.

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

MINUTES

REGULAR MEETING  
SANTA ANA BOARD OF EDUCATION

June 9, 2015

CALL TO ORDER

The meeting was called to order at 5:15 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias, Ms. Amezcua, and Mr. Richardson. Mr. Hernández arrived at 5:30 p.m.

Cabinet members present were Dr. Miller, Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Lohnes, Dr. Rodriguez, and Ms. Douglas. Ms. Miller was not in attendance.

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 meeting was immediately recessed to Closed Session to consider student discipline issues, legal matters, and personnel matters.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 7:03 p.m.

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by 5<sup>th</sup> grade students Jennifer Cruz and Carolina Vega from Diamond Elementary School.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 4-1, the Board took action to approve the suspension without pay and dismissal of permanent classified employee, ID# 23191, effective June 9, 2015.

Moved:	Palacio	___	Iglesias	___	Amezcua	___	Hernandez	<u>X</u>	Richardson	___
Seconded:	Palacio	___	Iglesias	___	Amezcua	<u>X</u>	Hernandez	___	Richardson	___
Ayes:	Palacio	<u>X</u>	Iglesias	<u>X</u>	Amezcua	<u>X</u>	Hernandez	<u>X</u>	Richardson	___
Noes:	Palacio	___	Iglesias	___	Amezcua	___	Hernandez	___	Richardson	<u>X</u>
Final Vote:	Ayes	<u>4</u>	Noes	<u>1</u>	Abstain	___	Absent	___		

By a vote of 4-0, the Board took action to appoint Refugio Gracian to the position of Principal at Lowell Elementary School

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

By a vote of 5-0, the Board took action to appoint Dr. Jose Montano to the position of Principal at Washington Elementary School

Moved: Palacio \_\_\_ Iglesias \_\_\_ Amezcua \_\_\_ Hernandez \_\_\_ Richardson X  
 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: Ayes 5 Noes \_\_\_ Abstain \_\_\_ Absent \_\_\_

By a vote of 5-0, the Board took action to appoint Karen Knecht to the position of Assistant Principal at Thorpe Fundamental Elementary School

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

By a vote of 5-0, the Board took action to appoint Christine Frias to the position of Assistant Principal at Carr Intermediate School

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: Ayes 5 Noes \_\_\_ Abstain \_\_\_ Absent \_\_\_

By a vote of 5-0, the Board took action to appoint Jamie Bates to the position of Assistant Principal at MacArthur Fundamental Intermediate School

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

By a vote of 5-0, the Board took action to appoint Mary Carey to the position of Assistant Principal at Mendez Fundamental Intermediate School

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

By a vote of 5-0, the Board took action to appoint Ryan Ramirez to the position of Assistant Principal at Willard Intermediate School

Moved: Palacio \_\_\_ Iglesias \_\_\_ Amezcua \_\_\_ Hernandez \_\_\_ Richardson X  
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: Ayes 5 Noes \_\_\_ Abstain \_\_\_ Absent \_\_\_

#### CHANGE IN AGENDA ORDER

#### SUPERINTENDENT'S COMMENTS

Dr. Miller opened his remarks by announcing the Annual Nicholas Academic Centers' Graduation Celebration held at the Disneyland Hotel recently. At the Middle College High School graduation, 56 students received their AA degree simultaneously with their high school diplomas. The Superintendent announced that an 11<sup>th</sup> grader won a 2015 Chevy Sonic, courtesy of Guaranty Chevrolet at the Perfect Attendance Car Giveaway on Saturday. In addition, Heninger students participated in the Latino International Film Institute's (LIFI) Youth Cinema Project. Dr. Miller introduced a student who highlighted the various aspects of the filmmaking process. The student then introduced his friend, actor/director Edward James Olmos who provided additional information about the project.

#### RECOGNITIONS/ACKNOWLEDGMENTS

##### 2015 Athletes of the Year

Dr. Haglund recognized Brandon Smith, Godinez Fundamental High School Senior, who was named "Male Athlete of the Year" by the Orange County Athletic Directors Association. Brandon accepted a full athletic scholarship to play basketball at University of California, Irvine. Also recognized was Sofia Tam, Century High School Senior who was named CIF Southern Section Female Spirit of the Sport Honoree for 2015 (spring sports season). She is receiving a \$1,000 scholarship with this honor and will be attending Humboldt State University. Sofia was unable to attend the meeting.

##### Simon Scholars Class of 2017

Ms. Pueblos called upon higher education counselor from Saddleback and principal from Segerstrom who recognized 17 Simon Scholars from Saddleback and Segerstrom High Schools. They provided brief biography's for each student.

Santa Ana School Administrators Association 2015 Scholarship Recipients

Ms. Solomon, SASAA president recognized District students who are recipients of the 2015 Santa Ana School Administrators' Association Scholarships. Scholarship amounts are \$750 each.

## CHANGE OF AGENDA ORDER

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

It was moved by Ms. Iglesias, seconded by Ms. Amezcua and carried 3-1-0, with Mr. Hernández dissenting and Mr. Richardson recusing himself, to 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 Club of Santa Ana (Future Leaders). The vendor selection is in compliance with Board Policy.

## 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.

Julia Guerrero, Marcela Rosas, Rosario Roman, and Carolina Velasquez addressed the Board regarding the Orange County Elementary Arts Academy. Peter Alvino, Kathy Cox, and Kathleen Hermsmeyer addressed the Board regarding the Citrus Springs Charter School petition item on the agenda. Evelyn Castro, Karen Symms Gallagher, Oliver Sicat, Melissa Merrill, Susan Mas, and Wendy Mendoza addressed the Board regarding the Ednovate Santa Ana College Prep Charter School petition on the agenda. Vanessa Gomez addressed the Board regarding the usage of Governor's allocation of funds as did Gwen Dyrud and Lilian Santos. Shulamit Sanchez spoke in regards to MacArthur Fundamental Intermediate's music room size, Pricilla Medina requested language therapy and sports for special needs students, Magdalena Sanchez asked to return previously cut programs including driver education classes. Rocio Alvarado spoke about speech/language services for her child, Margarita Barradas regarding concerns at Santa Ana High, and Maria Gonzalez regarding After-School Program Engage 360.

**1.0 APPROVAL OF CONSENT CALENDAR**

The following item was removed from the Consent Calendar for discussion and separate action:

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

Administration requested to move agenda item 1.8 to 24.0 on the action portion of the Agenda. By consensus of the Board the item was moved to 24.0.

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

- 1.1 Approval of Minutes of Regular Board Meeting of May 26, 2015
- 1.2 Acceptance of Gifts in accordance with Board Policy (BP) 3290 - Gifts, Grants, and Bequests

- 1.3 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
- 1.4 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 the California College Guidance Initiative and Educational Services for the 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 the 2015-16 school year  
  
No vote at this time, item became Agenda Item 24.0
- 1.9 Approval of master contracts and/or individual service agreements with nonpublic schools and agencies for students with disabilities for the 2014-15 school year
- 1.10 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  
  
336017 - McFadden  
For the violation of Education Code Section 48900, paragraph A that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after January 30, 2016.  
  
360626 - Willard  
For the violation of Education Code Section 48900, paragraph C that the Board expel the student from the schools of the District, and that the student may apply for readmission on or after June 9, 2016.
- 1.12 Approval 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 of Checks 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

PUBLIC HEARINGS/PUBLIC DISCLOSURES

Tentative Agreement with California School Employees Association, Chapter 41

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the Tentative Agreement with California School Employees Association, Chapter 41.

Hearing no comments, the Public Hearing was closed.

Tentative Agreement with California School Employees Association, Chapter 41 Related to Health and Welfare Benefits

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the Tentative Agreement with California School Employees Association, Chapter 41 related to Health and Welfare Benefits.

Hearing no comments, the Public Hearing was closed.

Tentative Agreement with Santa Ana Educators' Association Related to Health and Welfare Benefits

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in reference to the Santa Ana Educators' Association Related to Health and Welfare Benefits.

Hearing no comments, the Public Hearing was closed.

Consideration of Adoption of 2015-2016 Local Control and Accountability Plan

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in consideration of adoption of 2015-16 Local Control and Accountability Plan.

Hearing no comments, the Public Hearing was closed.

Consideration of Adoption of 2015-2016 Budget

President Palacio opened the Public Hearing and asked if anyone was present to address the Board in consideration of adoption of 2015-16 Budget.

Hearing no comments, the Public Hearing was closed.

INFORMATION

Financial Impact of Affordable Care Act

Dr. Phillips provided information on the projected financial impact of medical benefits for employees identified as being newly eligible based on the measurement period mandated by the Affordable Care Act.



**REGULAR AGENDA - ACTION ITEMS**

- 2.0 DENY CHARTER PETITION FOR PROPOSED CITRUS SPRINGS CHARTER SCHOOL AND IF DENIED ADOPT RESOLUTION NO. 14/15-3054 EFFECTUATING THAT ACTION

It was moved by Mr. Hernández, seconded by Mr. Richardson, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 14/15-3054 denying the Charter School Petition for Citrus Springs Charter School.

- 3.0 DENY CHARTER PETITION FOR PROPOSED EDNOVATE SANTA ANA COLLEGE PREP CHARTER SCHOOL AND IF DENIED ADOPT RESOLUTION NO. 14/15-3055 EFFECTUATING THAT ACTION

It was moved by Mr. Hernández, seconded by Ms. Amezcua, and carried 4-1, Ms. Iglesias dissenting, to adopt Resolution No. 14/15-3055 denying the charter petition for Ednovate Santa Ana College Prep Charter School.

- 4.0 APPROVAL OF AGREEMENT WITH CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION FOR 2015-16 SCHOOL YEAR FOR ELEMENTARY SCHOOLS

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Consortium on Reaching Excellence in Education (CORE) for the 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

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to approve the 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

It was moved by Mr. Hernández, seconded by Ms. Amezcua, and carried 5-0, to approve the agreement with Latino International Film Institute (LIFI) for the 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

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 5-0, to approve the 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

This item was removed from the Board agenda.

- 9.0 APPROVAL OF AGREEMENT WITH LINDA DIAMOND CONSULTING FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to approve the agreement with Linda Diamond Consulting for the 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)

Action taken previously in the meeting.

- 11.0 APPROVAL OF PERSONNEL AGREEMENT WITH PROJECT KINSHIP IN SUPPORT OF COMMUNITY DAY SCHOOL FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 5-0, to approve the Personnel Agreement with Project Kinship in support of Community Day School for the 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

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 5-0, to 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.

- 13.0 APPROVAL OF PRE-APPROVED CONSULTANT LIST FOR ARCHITECTURAL SERVICES FOR FUTURE DISTRICT PROJECTS

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to approve the 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

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to approve the 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

It was moved by Ms. Iglesias, seconded by Ms. Amezcua, and carried 5-0, to authorize the renewal of the Ground Lease Agreement with Orange County Head Start, Inc. for the 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

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize the awarding of 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.

- 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

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 5-0, to authorize the rejection and rebid of Bid Package No. 2 New Kindergarten Building and Sitework at King Elementary under the Overcrowding Relief Grant Program.

- 18.0 AUTHORIZATION TO AWARD CONTRACTS FOR CONCRETE PROJECTS AT SANTA ANA AND SADDLEBACK HIGH SCHOOLS UNDER EMERGENCY REPAIR PROGRAM

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to authorize the awarding of 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 and to Bravo Concrete Construction Services, Inc. for Bid Package 502 at Saddleback High School in the amount of \$285,000 under the Emergency Repair Program.

- 19.0 APPROVAL OF ASSISTANT SUPERINTENDENT, FACILITIES AND GOVERNMENTAL RELATIONS EMPLOYMENT AGREEMENT

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-1, Mr. Hernández dissenting, to approve the employment agreement of Assistant Superintendent, Facilities and Governmental Relations with SAUSD.

- 20.0 AUTHORIZATION TO UTILIZE CALIFORNIA MULTIPLE AWARD SCHEDULE AGREEMENTS FOR PURCHASE OF AUDIO VISUAL EQUIPMENT AND SUPPLIES

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, Ms. Iglesias not present, to authorize the utilization of the California Multiple Award Schedule Contract Numbers 4-15-75-0056A and 4-15-00-00114A, awarded to Troxell, Inc., and Lightspeed Technologies, Inc., for the purchase of audio visual equipment and supplies.

- 21.0 APPROVAL OF CONSULTANT AGREEMENT INCREASE FOR RCS INVESTIGATIONS & CONSULTING, LLC

Item tabled for subsequent Board meeting.

- 22.0 APPROVAL OF NEW/RENEWAL OF MEMBERSHIP IN ORGANIZATIONS FOR 2015-16 FISCAL YEAR

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, Ms. Iglesias not present, to approve the new/renewal of membership in organizations for 2015-16 fiscal year, and authorize purchase orders for new/renewals of memberships.

- 23.0 APPROVAL OF AMERICAN RED CROSS ORANGE COUNTY CHAPTER SHELTER AGREEMENT

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to approve the American Red Cross Orange County Chapter Shelter Agreement.

CHANGE IN ORDER OF AGENDA

24.0 APPROVAL OF CONTINUING MASTER CONTRACTS AND/OR INDIVIDUAL SERVICE AGREEMENTS WITH NONPUBLIC SCHOOLS AND AGENCIES FOR STUDENTS WITH DISABILITIES FOR 2015-16 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, Ms. Iglesias not present, to 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.

NEW AND REVISION OF EXISTING BOARD POLICIES

Board Policy (BP) 0440 - District Technology Plan

No action necessary; for first reading.

Board Policy (BP) 1312.3 - Uniform Complaint Procedures

No action necessary; for first reading.

Board Policy (BP) 3312 - Contracts

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt Board Policy (BP) 3312 - Contracts.

Board Policy (BP) 5125 - Student Records

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt Board Policy (BP) 5125 - Student Records.

Board Policy (BP) 5125.1 - Release of Directory Information

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 5-0, to adopt Board Policy (BP) 5125.1 - Release of Directory Information

BOARD REMARKS

Mr. Richardson:

- He thanked Steve Spernak's family who provided \$25 gifts to 20 identified Jefferson Elementary students for writing essays
- Attended the Perfect Attendance Car Giveaway; it was very exciting
- Attended the SAUSD Retirement event; it was fun and he noted Mr. McKinney did a nice job!
- Visited Mitchell Child Development Center and Chavez High School recently and will reschedule his Romero Cruz Elementary visit
- Recently re-acquainted with Don Bass, retired teacher/school principal and would like to recognize him for his service at a future Board meeting

Ms. Iglesias:

- Attended the Perfect Attendance Car Giveaway; great student accomplishments! She thanked Mr. Hamlin for hosting the event at Guaranty Chevrolet
- Had the opportunity to attend student performance *Shrek* by Heninger Elementary students at Santa Ana High School
- Thanked Instructional Assistant Jeanette Vargas-Zook for her work with special needs students and graduation
- Looking forward to promotions and graduations next week

Mr. Hernández:

- He asked for a discussion item regarding Board member requests for information to be placed on Board agenda for June 25<sup>th</sup> Special Study Session

Mr. Palacio:

- Attended the screening of Spare Parts, he truly enjoyed it
- Impressed by Heninger Elementary students who performed the musical *Shrek*!
- Equally impressed with the Simon Scholars; congratulated them for their hard work
- He participated in the Perfect Attendance Car Giveaway and thanked Mr. Hamlin
- Attended the Special Graduation for students with special needs, a nice event!
- Mentioned that the Middle College HS graduates will simultaneously receive their AA degrees and high school diplomas
- Attended the SAUSD Retirement dinner, echoed comments from Mr. Richardson
- Attended the Nicholas Academic Center's dinner/graduation where 124 students were recognized and will be attending various colleges; impressed with program

Ms. Amezcua

- She is excited to attend graduations, as this is her first experience. She congratulated all students on their successes and for graduating
- She encouraged students to stay in SAUSD public schools where good things are happening
- Asked for a Community Day report this weekend.
- Attended the Retirement dinner, great experience. Mr. McKinney and staff did a great job!
- The Board meeting was closed in memory of Alvaro Flores, father of Rosie Rosales

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:45 p.m.

The next regularly scheduled meeting of the Board of Education will be held on Tuesday, June 23, 2015 at 6:00 p.m.

ATTEST:

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

RESOLUTION NO. 14/15-3064

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

**Revision of Authorized Signatories**

WHEREAS, 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; and,

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

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

WHEREAS, Resolution No. 14/15-3064 would memorialize the delegation of signature authority on behalf of the District to the District's Superintendent and other District officers and employees whom the Board of Education 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.

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

- 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

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
- 37



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 Rob Richardson and duly seconded, the  
16 foregoing Resolution was adopted by the following vote:

17  
18 AYES: John Palacio, Cecilia Iglesias, Valerie Amezcua, Jose A. Hernandez  
19 NOES: and Rob Richardson  
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 5-0 of  
30 said Board.

31  
32 IN WITNESS WHEREOF, I have hereunto set my hand this 9<sup>th</sup> day of June, 2015.

33  
34   
35 \_\_\_\_\_  
36 Richard L. Miller, Ph.D.,  
37 Secretary of the Board of Education  
38 Santa Ana Unified School District

RESOLUTION NO. 14/15-3055

BOARD OF EDUCATION

SANTA ANA UNIFIED SCHOOL DISTRICT

ORANGE COUNTY, CALIFORNIA

DENYING CHARTER SCHOOL PETITION FOR  
SANTA ANA COLLEGE PREP CHARTER SCHOOL

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

**WHEREAS**, on or about March 31, 2015, the petitioners delivered to the District office a charter petition ("Charter") for Santa Ana College Prep Powered by Ednovate from USC Charter School ("SACP" and/or "Charter School") to be operated by Ednovate, Inc. a 501(c)(3) nonprofit organization; and

**WHEREAS**, in accordance with the Charter Schools Act of 1992, the Charter was brought to the District Governing Board meeting of April 28, 2015, at which time it was received by the District Governing Board, thereby commencing the timelines for District Governing Board action thereon; and

**WHEREAS**, a public hearing on the provisions of the SACP Charter was conducted on May 12, 2015, pursuant to Education Code Section 47605, at which time the District Board considered the level of support for this Charter by teachers employed by the District, other employees of the District, and parents; and

**WHEREAS**, at the public hearing the lead petitioner, the Chair of the Ednovate Board of Directors, one student from USC Hybrid High, which is a "sister school" of the proposed SACP, and a representative of the California Charter Schools Association spoke in favor of the Charter. No District teachers, other District employees, or parents spoke in favor of the Charter; and

**WHEREAS**, no other evidence of parent/guardian or student interest in attending the proposed charter school was presented by the petitioners; and

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)]  
37  
38



June 9, 2015

- 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)]

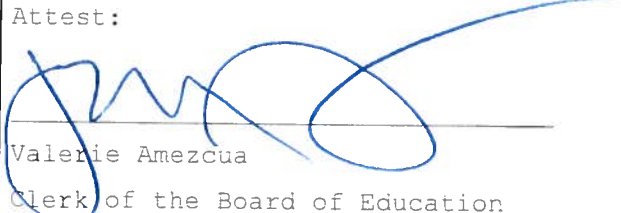
11  
12                   Other than stating that Ednovate, Inc. will be the nonprofit  
13                   corporation that operates and provides some services to USC HH,  
14                   Ednovate High School No. 2, and SACP (as well, undoubtedly, as  
15                   any additional charter 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: John Palacio, Valerie Amezcua, Jose A. Hernandez, Rob Richardson**  
28 **NOES: Cecilia Iglesias**  
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

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)]

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

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expect the petitioners to implement the cures at River Springs Charter School for a significant period of time to establish their full understanding of and compliance with applicable legal obligations and remedies for educational and operational violations, before it sought to add more schools to its network.

This issue is exacerbated by the proposed operational structure of CSCS. While the lead petitioner's April 29, 2015, letter attempts to distinguish River Springs Charter School's operations from that the CSCS proposal by stating that River Springs "is not governed in any way by Springs Charter Schools, Inc." (the proposed sole statutory member of the CSCS governing corporation) that claimed distinction is unconvincing. The April 29 letter states that River Springs Charter School provides "back office services" to the Springs Charter Schools network schools, including the proposed CSCS. However, while the overall description of CSCS's governance is unclear, and the services that could be provided by River Springs Charter School to CSCS are not absolutely defined thus could expand, the list of services proposed to be provided by Rivers Springs Charter School to CSCS goes far beyond "back office" services. The proposed list is attached hereto as Exhibit "A," but the proposal indicates that virtually all operations of CSCS would be conducted by River Springs Charter School, and CSCS is effectively a shell corporation and operator. Just a few of the listed services that the petition describes as "back office" services are assessment, curriculum development, school counseling services, 504 Plan administration, and board services. The Charter also proposes that CSCS will be its own LEA for purposes of special education, and given the overall structure of the Charter and its proposed relationship with River Springs Charter School, it is likely that special education services would also be contracted out to River Springs, the very entity that has failed to comply with the requirements of the IDEIA to date.



June 9, 2015

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.

3  
4  
5 By: John Palacio  
6 John Palacio  
7 President of the Board of Education  
8 Santa Ana Unified School District

9 Attest:  
10 [Signature]  
11  
12 Valerie Amezcua  
13 Clerk of the Board of Education  
14 Santa Ana Unified School District

15  
16  
17 STATE OF CALIFORNIA )  
18 ) ss  
19 ORANGE COUNTY )

20  
21  
22 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School  
23 District of Orange County, hereby certify that the foregoing is a true and correct  
24 copy of Resolution No. 14/15-3054, which was duly adopted by the Board of Education  
25 of the Santa Ana Unified School District at a meeting thereof held on the 9<sup>th</sup> day of  
26 June, 2015, and that it was so adopted by the following vote:

27  
28 **AYES: John Palacio, Valerie Amezcua, Jose A. Hernandez, Rob Richardson**

29 **NOES: Cecilia Iglesias**

30 **ABSENT:**

31 **ABSTENTIONS:**

32  
33 By: [Signature]  
34 Valerie Amezcua  
35 Clerk of the Board of Education  
36 Santa Ana Unified School District  
37  
38

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

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

**ITEM:**                    **Consent**

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

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

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT  
GIFTS RECOMMENDED FOR ACCEPTANCE - June 23, 2015

School:	Gift:	Amount:	Donor:	Used for:
Fremont Elementary		\$3000	Fremont PTA Mrs. Virginia Flores Santa Ana	Field trip expenses
Saddleback High School		\$1,351	Freedom Communications, Inc. Ms. Sherry Tate Santa Ana	Student council
Santa Ana High School		\$2,000	Navy League of the United States Orange County Council OC Post 291 Mr. John Gates Newport Beach	N.J.R.O.T.C Program
<b>June 23,2015 donations</b>		<b>\$6,351</b>		
<b>2015 Total donations</b>	<b>\$226,586</b>	<b>\$232,937</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 23, 2015****Board Meeting**

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

**ITEM:** **Consent**

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

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

---

**BACKGROUND INFORMATION:**

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

**RATIONALE:**

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

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

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



SANTA ANA UNIFIED SCHOOL DISTRICT - EXTENDED FIELD TRIPS  
RECOMMENDED FOR APPROVAL - June 23, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
June 20-27, 2015 (Saturday - Saturday)  Ratification	Century High School 78 <sup>th</sup> Annual Boys State Leadership Conference CSU Sacramento	\$420.00 per student (s) (cost paid by General funds)	1	1
June 20-27, 2015 (Saturday - Saturday)  Ratification	Segerstrom High School 78 <sup>th</sup> Annual Boys State Leadership Conference CSU Sacramento	\$420.00 per student (s) (cost paid by General funds)	1	1
June 28-July 3, 2015 (Sunday - Friday)	Century High School 72 <sup>nd</sup> Annual girls State Leadership Conference McKenna College Claremont	\$400.00 per student (s) (cost paid by General funds)	1	1
June 28-July 3, 2015 (Sunday - Friday)	Segerstrom High School 72 <sup>nd</sup> Annual girls State Leadership Conference McKenna College Claremont	\$400.00 per student (s) (cost paid by General funds)	1	1
June 29-July 5, 2015 (Monday - Sunday)	Mendez Fundamental School Student Spaceflight Experiment Program National Conference Smithsonian Air and Space Museum Washington D.C.	\$1,477.00 per student (s) (cost paid by Title I and fundraising)	4	4
July 17-19, 2015 (Friday - Sunday)	Century High School Palm Springs Basketball Tournament Palm Springs High School Palm Springs	\$98.50 per student (s) (cost paid by fundraising & donations)	10	3

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

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
August 11-14, 2015 (Tuesday - Friday)	Valley High School Cross Country Summer Camp Summit Condominiums Mammoth Lakes	\$400.00 per student (s) (cost paid by fundraising & sponsors)	20	7
August 11-14, 2015 (Tuesday - Friday)	Segerstrom High School 55 <sup>th</sup> Annual Orange County Leadership Conference UC Santa Barbara Santa Barbara	\$350.00 per student (s) (cost paid by fundraising and donations)	41	4
October 2-5, 2015 (Friday - Monday)	Santa Ana High School NJROTC - Miramar Air Show Marine Corps Air Station San Diego	\$20.00 per student (s) (cost paid by NJROTC)	50	5

***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 a Century High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University (CSU), Sacramento. The trip will be on June 20-27, 2015.

**OVERVIEW:** Century High School is requesting approval for 1 student to go to the 78<sup>th</sup> Annual Boys State Leadership Conference in Sacramento, California.

**RATIONALE:** One exceptional male delegate is selected to attend the conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and responsibilities.

**PARTICIPANTS:** 1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).

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

**\*FUNDING:** General funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Century High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University, Sacramento on June 20-27, 2015.

**AR 6153.1** The Superintendent shall be authorized to approve an extended field trip under the following conditions:

1. Determination of eligibility or invitation to participate in an event and the date of the event both occur between meetings of the Board of Education.
2. Ratification will be requested of the Board of Education at the next scheduled meeting.

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

## Agenda Item Backup Sheet

**ITEM:** Request of extended field trip for a Segerstrom High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University (CSU), Sacramento. The trip will be on June 20-27, 2015.

**OVERVIEW:** Segerstrom High School is requesting approval for 1 student to go to the 78<sup>th</sup> Annual Boys State Leadership Conference in Sacramento, California.

**RATIONALE:** One exceptional male delegate is selected to attend the conference at the end of his junior year. This is a nationally recognized program with a mission for participants to learn about city, county, and state government structure and responsibilities.

**PARTICIPANTS:** 1 student and 1 chaperone (Jess Lawson, conference trip supervisor at Leadership Conference).

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

**\*FUNDING:** General funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Segerstrom High School student to attend the 78<sup>th</sup> Annual Boys State Leadership Conference at California State University, Sacramento on June 20-27, 2015.

**AR 6153.1** The Superintendent shall be authorized to approve an extended field trip under the following conditions:

1. Determination of eligibility or invitation to participate in an event and the date of the event both occur between meetings of the Board of Education.
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## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for a Century High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California. The trip will be on June 28-July 3, 2015.
- OVERVIEW:** Century High School is requesting approval for 1 student to attend to 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California.
- RATIONALE:** For 72 years, girls have traveled to the Girls State Leadership Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen.
- PARTICIPANTS:** 1 student and 1 chaperone (Valarie Hardy-program director at State Leadership Conference).
- COSTS:** \$400.00 per student - To include lodging, meals, and auto
- \*FUNDING:** General funds
- RECOMMENDATION:** Approve the request of the extended field trip for a Century High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California on June 28-July 3, 2015.

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

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for a Segerstrom High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California. The trip will be on June 28-July 3, 2015.

**OVERVIEW:** Segerstrom High School is requesting approval for 1 student to attend to 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California.

**RATIONALE:** For 72 years, girls have traveled to the Girls State Leadership Conference, each summer in every state, to learn not only about the structure and responsibilities of state government, but also about themselves. Delegates learn about the importance of meaningful participation on all levels: city, county, and state by living for a week as a self-governing citizen.

**PARTICIPANTS:** 1 student and 1 chaperone (Valarie Hardy-program director at State Leadership Conference).

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

**\*FUNDING:** General funds

**RECOMMENDATION:** Approve the request of the extended field trip for a Segerstrom High School student to attend the 72<sup>nd</sup> Annual Girls State Leadership Conference at McKenna College in Claremont, California on June 28-July 3, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Mendez Fundamental Intermediate School students to participate in the Student Spaceflight Experiment Program National Conference at the Smithsonian Air and Space Museum in Washington D.C. The trip will be on June 29-July 5, 2015.
- OVERVIEW:** Mendez Fundamental Intermediate School is requesting their students to participate in the Student Spaceflight Experiment Program National Conference in Washington D.C.
- RATIONALE:** The field trip will provide students with the opportunity to present their Microgravity Experiment Proposal at the Student Spaceflight Experiment Program National Conference. They join 14 other schools from the United States and Canada who have also earned this honor.
- PARTICIPANTS:** 4 students and 4 chaperones (all certificated).
- COSTS:** \$1,477.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Title I core set aside and fundraising
- RECOMMENDATION:** Approve the request for Mendez Fundamental Intermediate School students to participate in the Student Spaceflight Experiment Program National Conference at the Smithsonian Air and Space Museum in Washington D.C. on June 29-July 5, 2015.

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Century High School boys' varsity basketball team to attend the Palm Springs Summer Basketball Tournament at Palm Springs High School in Palm Springs, California. The trip will be on July 17-19, 2015.

**OVERVIEW:** Century High School is requesting approval for their students to attend the Palm Springs Summer Basketball Tournament in Palm Springs, California.

**RATIONALE:** The Century High School boys' varsity basketball team will be participating in a summer basketball tournament. The goal of the trip is to play four or five games against quality opponents. This trip will allow the team to stay overnight and bond together in hopes of building a stronger bond among them as teammates.

**PARTICIPANTS:** 10 students and 3 chaperones (1 certificated and 2 classified).

**COSTS:** \$98.50 per student - To include lodging, meals, and auto

**\*FUNDING:** Fundraising and donations

**RECOMMENDATION:** Approve the request of the extended field trip for Century High School boys' varsity basketball team to attend the Palm Springs Summer Basketball Tournament at Palm Springs High School in Palm Springs, California on July 17-19, 2015.



## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Valley High School student athletes to attend the Cross Country Summer Camp and stay in the Summit Condominiums in Mammoth Lakes, California. The trip will be on August 11-14, 2015.

**OVERVIEW:** Valley High School is requesting approval for their cross country team to attend the Cross Country Summer Camp in Mammoth Lakes, California.

**RATIONALE:** This camp will be a positive experience for Valley High School's cross country team. Student athletes will be given an opportunity to train at high altitude and build team chemistry through group activities. They will also get educational seminars in training, racing, diet and hydration, and college topics such as financial aid and scholarships.

**PARTICIPANTS:** 20 students and 7 chaperones (3 certificated and 4 classified).

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

**\*FUNDING:** Fundraising and sponsoring from local business

**RECOMMENDATION:** Approve the request of the extended field trip for Valley High School's cross country team to attend the Cross Country Summer Camp and stay in the Summit Condominiums in Mammoth Lakes, California on August 11-14, 2015.

## **Agenda Item Backup Sheet**

- ITEM:** Request of extended field trip for Segerstrom 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:** Segerstrom 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:** 41 students and 4 chaperones (2 certificated and 2 classified).
- COSTS:** \$350.00 per student – To include lodging, meals, and travel.
- \*FUNDING:** Fundraising and donations
- RECOMMENDATION:** Approve the request for Segerstrom High School students to participate in the ASB Leadership Conference at the University of California, Santa Barbara on August 11-14, 2015.

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

## **Agenda Item Backup Sheet**

**ITEM:** Request of extended field trip for Santa Ana High School NJROTC cadets to visit and work in the Miramar Air Show at the Marine Corps Air Station (MCAS) in San Diego, California. The trip will be October 2-4, 2015.

**OVERVIEW:** Santa Ana High School is requesting their NJROTC cadets to visit and work in the Miramar Air Show in San Diego, CA.

**RATIONALE:** The cadets will have the opportunity to represent Santa Ana High School while learning about military aviation. The NJROTC cadets will also be exposed to various types of civilian and military aircraft from the United States and foreign services. They will also get numerous hours of community service by assisting MCAS Operations personnel hosting the Miramar Air Show in various ways: trash pickup, parking directors, and counters.

**PARTICIPANTS:** 50 students and 5 chaperones (3 certificated and 2 classified).

**COSTS:** \$20 per student – To include lodging, meals, and travel

**\*FUNDING:** NJROTC funds and student

**RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana High School NJROTC cadets to visit and work in the Miramar Air Show at the Marine Corps Air Station in San Diego, California on October 2-4, 2015.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Career Focus – Hospitality Services Course at Valley High School**

**ITEM:**                   **Consent**

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

**PREPARED BY:** **Don Isbell, Director, Career, Technology, & Education/ROP**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Career Focus – Hospitality Services course for students participating in the Culinary Arts pathway at Valley High School.

**RATIONALE:**

The Career Focus – Hospitality Services course is a new entry level class option that will be offered to freshmen participating in the four-year Culinary Arts pathway. Currently, incoming freshmen students interested in participating in the pathway have not had a culinary/hospitality course available to them. This course provides students with an overview of the diverse career opportunities in culinary, lodging, travel, tourism, and recreation. Students will examine the requirements and opportunities for post-secondary study and develop a personal educational preparation and career plan. Course topics include hospitality development; foodservice operations and management; the lodging industry; and the diverse segments of tourism.

This course supports LCAP goal 1.8 “Increase availability of Career, Technology, and Education (CTE) and Regional Occupational Program (ROP) courses and academies.”

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Career Focus – Hospitality Services course at Valley High School.

# **Santa Ana Unified School District**

## **COURSE OUTLINE**

**Course Title:** Career Focus – Hospitality Services      **District Course #:**  
**Department:** CTE/ROP      **Grade Level:** 10-12  
**Course Length:** 180 hours  
**Prerequisites:** None

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### **Course Description:**

This course provides students with an overview of the diverse career opportunities in culinary, lodging, travel, tourism, and recreation. Students will learn the requirements and opportunities for post-secondary study and develop a personal educational preparation and career plan. Topics include hospitality development and trends; foodservice operations and management; the hotel and lodging industry; the diverse segments of travel and tourism; and careers in leisure, recreation and entertainment. The course also covers aspects of hospitality management, such as business structures and operations; human resources; accounting practices; legal and safety issues; and marketing, sales, and service.

## Santa Ana Unified School District

### **Job Title(s): Current:**

Concierge  
Hotel and Resort Desk Clerk  
Food Preparation Workers  
Amusement and Recreation Attendant

### **DOT/O\*NET Codes**

39-6012.00  
43-4081.00  
35-2021.00  
35-2021.00

### **Job Title(s): Future:**

Lodging Manager  
Food Service Manager  
Meeting, Convention, & Event Planner

11-9081.00  
11-9051.00  
13-1121.00

# **Santa Ana Unified School District**

## **SECTION I – INTRODUCTION AND ORIENTATION**

- A. Observe District rules, regulations and policies.**
- B. Explain class requirements and student expectations.**
- C. Demonstrate emergency preparedness.**

## **SECTION II – FOUNDATIONS OF HOSPITALITY**

### **A. Introduction to Hospitality**

1. Explain the importance of the hospitality industry to the economy.
2. Describe the diversity of the hospitality industry.
3. Differentiate between the five industry segments.
4. Compare and contrast a chain and a franchise.
5. Explain the purpose of professional organizations and career and technical education student organization.

### **B. Customer Service**

1. Analyze the importance of customer service/relations and how it impacts the success of a hospitality sector business.
2. Identify strategies for dealing with customer conflicts.
3. Use appropriate communication techniques.
4. Identify elements that influence customer selection and satisfaction.
5. Evaluate techniques for enhancing customer satisfaction.
6. Illustrate the characteristics of customer-focused employees.
7. Distinguish the critical moments in customer service.
8. Evaluate methods of handling customer complaints.

### **C. Hospitality Industry History, Trends, and Forecasts**

1. Compare three countries' roles in shaping early hospitality industry history.
2. Analyze five contributions to the hospitality industry by the U.S.
3. Relate the changes in transportation and the growth in the hospitality industry.
4. Assess current challenges in the hospitality industry.
5. Consider factors affecting success beyond management control.
6. Evaluate current trends to predict likely industry developments.

## **SECTION III – THE FOODSERVICE INDUSTRY**

### **A. Food and Beverages**

1. Evaluate the types of commercial foodservice.
2. Evaluate the types of noncommercial foodservice.
3. Create a comprehensive list of functions that all foodservices perform.
4. Analyze how a concept distinguishes one restaurant from another.
5. Assess the importance of customer feedback.

### **B. Food Preparation and Service**

1. Analyze the functions of a restaurant menu.
2. Prioritize factors to consider in menu design and development.
3. Evaluate the role of standardized recipes in food production.

# **Santa Ana Unified School District**

## **COMPETENCIES**

4. Describe examples of food preparation, cooking methods, and presentation.
5. Compare and contrast styles of food service.
6. Evaluate various food serving techniques.

### **C. Front- and Back-of-the House Operations**

1. Describe the responsibilities of the general manager.
2. Contrast the functions and responsibilities of front-of-the-house and back-of-the-house operations and staff.
3. Describe the responsibilities of the restaurant manager.
4. Describe the responsibilities of the executive chef.
5. Assess the importance of the steward and dishwashing crew members.

### **D. Hotel Food and Beverage Services**

1. Identify the role of the food and beverage director.
2. Formulate how banquets are booked.
3. Distinguish the responsibilities of banquet staff.
4. Compare and contrast the styles of banquet service.
5. Illustrate the role and responsibilities of the banquet manager.
6. Describe the functions of the room service department.
7. Describe the responsibilities of beverage staff to monitor alcohol consumption.

### **E. Purchasing and Receiving**

1. Describe the role of the purchaser and tasks of purchasing.
2. Evaluate the purpose of a specification.
3. Outline the process of selecting suppliers.
4. Identify the tasks of purchasing and receiving
5. Determine ideal storage and inventory procedures

### **F. Food Safety and Sanitation**

1. Classify the types of food contaminants.
2. Summarize the concerns of restaurant managers with bacteria.
3. Evaluate practices to prevent food contamination and foodborne illness.
4. Compare and contrast cleaning and sanitation.
5. Describe governmental regulations regarding foodborne illness.

## **SECTION IV – THE LODGING INDUSTRY**

### **A. Lodging Properties**

1. Compare full-service hotels, limited-service properties, and specialty accommodations.
2. Describe the types of hotel ownership and the roles of a hotel management company.
3. Explain the role of an affiliation company.
4. Evaluate the benefits and drawbacks of the different size categories of lodging properties.
5. Assess the relationship between level of service provided and cost of hotel rooms.
6. Contrast the major market segments in the lodging industry.
7. Describe the role of foodservice in lodging properties.



# **Santa Ana Unified School District**

## **COMPETENCIES**

### **B. Front Office**

1. Describe the functions of the rooms division in a lodging property.
2. Describe the functions of a property management system.
3. Summarize the functions of the front office staff.
4. Identify the main duties of the reservations, uniformed services, telecommunications, front desk agent, and front office manager staff.
5. Explain the steps in the hotel guest cycle.

### **C. Housekeeping**

1. Describe the functions of the housekeeping department.
2. Compare the meanings of clean and sanitary.
3. Identify the types of tasks for hotel room and public area cleaning.
4. Explain the tasks of the laundry department.
5. Describe the role and responsibilities of the executive housekeeper.
6. Assess effective communication practices between housekeeping and the front office staff.

### **D. Security**

1. Describe the functions of the housekeeping department.
2. Compare the meanings of clean and sanitary.
3. Identify the types of tasks for hotel room and public area cleaning.
4. Explain the tasks of the laundry department.
5. Describe the role and responsibilities of the executive housekeeper.
6. Assess effective communication practices between housekeeping and the front office staff.

### **E. Engineering**

1. Describe the purpose and functions of engineering.
2. Describe the building systems for which engineering is responsible.
3. Identify the responsibilities of grounds keeping staff.
4. Compare and contrast the responsibilities of the chief engineer, skilled technicians, and maintenance staff.

## **SECTION V – TRAVEL, TOURISM, AND RECREATION**

### **A. Travel**

1. Evaluate major segments of the travel industry.
2. Identify agencies and professions associated with travel planning.
3. Determine necessary considerations when planning travel.
4. Compare various modes of transportation.
5. Assess the influence of technological developments on the travel industry.
6. Identify and explore various career opportunities in the travel industry.

### **B. Tourism**

1. Identify tourism's role in the economy.
2. Determine important documents needed for travel and tourism.
3. Assess health and safety considerations related to travel.
4. Compare and analyze various types of destinations, tourism segments, and types of land tours and cruises.

# **Santa Ana Unified School District**

5. Explore careers associated with tourism.

## **COMPETENCIES**

### **C. Recreation**

1. Illustrate the concept of leisure, including “work-life balance.”
2. Summarize the history of public parks and recreation in the U.S.
3. Identify the motivations for and benefits of parks, recreation, and leisure.
4. Compare and contrast public, community, private, and nonprofit agencies.
5. Explore special events and entertainment options throughout the U.S.
6. Identify career opportunities and preparation needed for various recreation professions.

## **SECTION VI – THE BUSINESS OF HOSPITALITY**

### **A. Business Basics**

1. Describe the forms of business ownership.
2. Identify the benefits and responsibilities of franchise ownership.
3. Describe the functions of management.
4. Create and present an ideal organizational chart.
5. Explain the levels of management.
6. Contrast revenue centers and support centers.

### **B. Hospitality Management**

1. Determine essential duties of a hospitality manager.
2. Identify the necessary skills and the roles and responsibilities of various managers.
3. Compare and contrast the various management styles.

### **C. Human Resources**

1. Explain the importance and functions of the human resource department.
2. Illustrate the process of recruiting and hiring candidates.
3. Provide examples of compensation and benefits.
4. Reason why companies have written policies and procedures.
5. Identify State and federal laws affecting HR.
6. Explain the importance of recordkeeping.
7. Summarize the requirements of HR employees.
8. Analyze issues affecting HR management

### **D. Marketing and Sales**

1. Assess the basic areas of marketing and each of their functions.
2. Evaluate the meaning of sales in the general business sense and another meaning of sales in the context of promotion.
3. Identify the purposes and key components of a marketing plan.
4. Explain the main methods of promotions.
5. Describe the types of selling done in hospitality.
6. Compare and contrast typical marketing done by small business with that done by a large chain.

# **Santa Ana Unified School District**

## **COMPETENCIES**

7. Create a print or web advertisement for a new restaurant or lodging facility.

### **E. Accounting**

1. Compare and contrast a credit and a debit.
2. Describe the functions of an accounting department.
3. Evaluate the purpose of the Uniform System of Accounts.
4. Identify the responsibilities of the controller.
5. Describe the roles and responsibilities of the departments in a large hotel accounting division.
6. Assess the importance of effective communication between front office and accounting staff.

### **F. Workplace Safety and Emergencies**

1. Evaluate the purpose of the Occupational Health and Safety Act.
2. Identify causes of accidents and describe preventative measures.
3. Explain the purpose of an emergency plan.
4. Compare minor and major emergencies and effective responses.
5. Explain the fire triangle, steps of emergency procedure, and recommended behaviors while awaiting medical help.

### **G. Legal and Ethical Concerns**

1. Evaluate categories of law affecting the hospitality industry.
2. Describe ways that government regulations are enforced.
3. Identify areas in which liability issues emerge.
4. Evaluate common law rights of guests.
5. Identify questions that can help staff make ethical decisions.
6. Determine the meaning of a good work ethic, and guidelines that help promote one.

## **SECTION VII – CAREERS IN HOSPITALITY**

### **A. Careers in Hospitality**

1. Identify personal advantages and challenges of a hospitality career.
2. Determine whether a hospitality career is aligned with personal goals and interests.
3. Research and reflect on specific hospitality careers of interest.
4. Identify the relationship between education level, job responsibilities, and salary ranges for an entry-level job, a supervisor position, and a management career.
5. Summarize ways to obtain necessary high school and post-secondary education and training for various hospitality careers.
6. Create a personal college and career plan.

### **B. Skills for Success in Hospitality**

1. Describe how career clusters connect school preparation and career success.
2. Assess the importance of verbal and nonverbal communication, and ways that communication skills impact career success.
3. Describe the skills, personal traits, and actions that promote job security.
4. Complete a comprehensive regional job search for a specific hospitality industry sector position of interest and present your findings to peers.

# Santa Ana Unified School District

## COMPETENCIES

### C. Starting a Hospitality Business

1. Assess the essential characteristics of successful entrepreneurs.
2. Evaluate the advantages and disadvantages of entrepreneurship.
3. Describe the pros and cons of purchasing a franchise.
4. Research types of ownership structures.
5. Identify resources available to assist entrepreneurs.
6. Create a model business plan for a hospitality business.

## SECTION VIII – CAREER PREPARATION/ANCHOR STANDARDS

### **Anchor Standard 1: Academics**

Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment. Refer to the industry sector alignment matrix for standard identification.

### **Anchor Standard 2: Communications**

Language Standard: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the (career and college) readiness level, demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

### **Anchor Standard 3: Career Planning and Management**

Speaking and Listening Standard: Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions, and solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

### **Anchor Standard 4: Technology**

Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

**Anchor Standard 5: Problem Solving and Critical Thinking** Writing Standard: Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem, narrow or broaden the inquiry when appropriate, synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

### **Anchor Standard 6: Health and Safety**

Reading Standards for Science and Technical Subjects: Determine the meaning of symbols, key words, and other domain-specific words and phrases as they are used in a specific scientific or technical context.

### **Anchor Standard 7: Responsibility and Flexibility**

Speaking and Listening Standard: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners, building on others ideas and expressing their own clearly and persuasively.

# **Santa Ana Unified School District**

## **COMPETENCIES**

### **Anchor Standard 8: Ethics and Legal Responsibilities**

Speaking and Listening Standard: Respond thoughtfully to diverse perspectives, synthesize comments, claims and evidence made on all sides of an issue, resolve contradictions when possible, and determine what additional information or research is required to deepen the investigation or complete the work.

### **Anchor Standard 9: Leadership and Teamwork**

Speaking and Listening Standard: Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

### **Anchor Standard 10: Technical Knowledge and Skills**

Writing Standard: Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback including new arguments and information.

### **Anchor Standard 11: Demonstration and Application**

Demonstrate and apply the knowledge and skills contained in the industry sector anchor standards, pathway standards, and performance indicators in classroom, laboratory, and workplace settings, and the career technical student organization.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Culinary Arts Course at Valley High School

**ITEM:** Consent

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

**PREPARED BY:** Don Isbell, Director, Career, Technology, & Education/ROP

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval for the Culinary Arts course for students participating in the Culinary Art academy at Santa Ana Valley High School. This new articulated course replaces an existing culinary arts course that is not articulated.

**RATIONALE:**

The Culinary Arts course will be taught to sophomores as the second course in a four-year pathway. This course adds rigor to the culinary pathway program by incorporating two industry certifications. Students will prepare for the ServSafe® Food Handler and ServSafe® Manager certification. Students will also develop basic food preparation, customer service, and restaurant skills. Nutrition, food safety, and sanitation will be mastered as part of the program.

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Culinary Arts course at Valley High School.

# Santa Ana Unified School District

## COURSE OUTLINE

**Course Title:** Culinary Arts

**District Course #:**

**Department:** CTE/ROP

**Grade Level:** 10-12

**Course Length:** 180 hours

**Prerequisites:** Food Services and Hospitality

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### Course Description:

This is the foundation course for the Culinary Arts pathway. Students will develop basic food preparation, customer service, and restaurant skills. Nutrition, food safety, and sanitation will be mastered. Students will prepare for the ServSafe® Food Handler and ServSafe® Manager certification. Students will learn about the Food Service and Hospitality Industry and explore a variety careers.

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## **Section 1 – Introduction and Orientation**

- A. Observe District rules, regulations and policies**
- B. Explain class requirements and student expectations.**
- C. Demonstrate emergency preparedness.**

## **SECTION II – CONTENT AREA SKILLS**

### **A. INDUSTRY FOCUS –FOOD SERVICE AND HOSPITALITY**

1. Research career opportunities and trends in the Food Service and Hospitality industry and identify options for entering and progressing in the field.
2. Identify the skills and educational requirements for different careers in the industry.
3. Explain the role of various local, district, state and federal government regulatory agencies in the food service industry.
4. Describe the roles and responsibilities of various food service positions:
  - a) Chef
  - b) Cook
  - c) Food Server
  - d) Guest Services
  - e) Restaurateur
5. Demonstrate knowledge and appropriate use of industry terminology.
6. Discuss the pros and cons of working in the food service industry.

### **B. SAFETY PROCESSES AND PROCEDURES**

1. Explain the importance of having procedures for emergency situations.
2. Describe basic rules for safety of guests and employees.
3. Identify issues of facility security and describe methods and practices for minimizing risk.
4. Discuss the types and typical causes of employee accidents.
5. Describe ways and methods of accident prevention.
6. Explain the role of Cal OSHA and the types of regulations they enforce.
7. Explain the importance of Material Safety Data Sheets (MSDS) and their use.
8. Demonstrate safe and appropriate ways to handle hot and cold foods.
9. Demonstrate when and how to clean and sanitize spills on floors.
10. Hold, use, and maintain knives correctly.

## **COMPETENCIES**

### **C. SANITATION AND SAFE FOOD HANDLING**

1. Explain sanitation regulations and demonstrate personal hygiene as it relates to safe food handling.
2. Identify the types of conditions that promote the growth of microorganisms.
3. List the most common types of food-borne illnesses and the microorganisms that cause them.
4. Explain what is meant by cross-contamination, and give examples.
5. Demonstrate proper rotation and storage procedures for foods.
6. Describe the conditions and identify the temperature requirements for the safe storing, preparing, holding and transporting of potentially hazardous foods.
7. Identify the food preparation guidelines, policies, and procedures recommended by programs such as ServSafe and Hazard Analysis Control Point (HACCP).



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8. Demonstrate the correct method for labeling food in accordance with ServSafe standards.
9. Describe the steps that can be taken to prevent cross-contamination during food preparation.

### **D. EQUIPMENT, UTENSILS, TOOLS AND SUPPLIES**

1. Understand correct procedures for the proper maintenance and care of facilities.
2. Demonstrate proper procedures for the use, care, and maintenance of utensils, tools, appliances, and equipment.
3. Explain the types and functions of a variety of restaurant equipment.
4. Identify, select, and use utensils for specific tasks.

### **E. PRINCIPLES OF NUTRITION**

1. Define the basic scientific principles of nutrition.
2. List the six food groups and recommended daily servings from each group established by the USDA Food Guide.
3. Evaluate recipes in terms of the recommended dietary allowances and understand daily reference intakes.
4. Discuss the importance of food preparation techniques and the use of alternative ingredients in maintaining nutrients and promoting health.
5. Create meal plans that meet specified nutritional and lifestyle needs.
6. Relate modern theories and practices regarding natural health nutrition and nutritional therapy.

### **F. CULINARY FOUNDATIONS**

1. Identify the qualities, properties and use of a variety of food items and ingredients.
2. Demonstrate the ability to correctly interpret and follow the directions in a recipe or formula.
3. Correctly use, define and spell culinary arts terminology.
4. Identify spices and herbs, and describe their importance and use in culinary preparation.
5. Understand the use of *mise en place* in the preparation of food.
6. Demonstrate the ability to accurately plan, measure and prepare ingredients for recipes and menus.
7. Successfully complete recipe conversions and portioning.
8. Explain different food preparation methods, and discuss their uses and applications.
9. Discuss the importance of presentation in food preparation.
10. Explain the importance of planning, organization and timing in food preparation.

### **G. FOOD PREPARATION- BASIC COOKING**

1. Prepare food using a variety of basic cooking methods.
2. Use correct procedures and techniques to create dishes according to recipe specifications.
3. Identify and produce foods using a variety of cutting techniques.
4. Correctly set up and organize food preparation stations.
5. Set up and break down a cooking station.
6. Apply correct plating techniques.
7. Identify appropriate accompaniments for various hot and cold foods.

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8. Demonstrate various cooking techniques including broiling, grilling, roasting, baking, and sautéing.
9. Critique and evaluate dishes prepared in class.

### **H. FOOD PREPARATION-BAKING, PASTRY AND DESSERT**

1. Describe the foods and ingredients used for baking.
2. Discuss and analyze a variety of baking methods, including oven, microwave and convection.
3. Describe industry expectations and standards with respect to specific baked products.
4. Demonstrate “precision ingredient mixing.”
5. Apply proper combinations of flours and grains in preparing baked goods.
6. Describe and demonstrate a variety of finishing techniques.
7. Produce a variety of baked goods using correct techniques and in accordance with recipe specifications.
8. Prepare appropriate dessert sauces for baked products.
9. Critique and evaluate baked goods prepared in class.

### **I. GARDE-MANGER/COLD KITCHENS/SALADS**

1. Define and describe various types of appetizers and hors d’ oeuvres and their presentation.
2. Identify and discuss safety and utilization of tools associated with Garde Manger.
3. Prepare a variety of terrines, pates, hot hors d’oeuvres and cold canapés.
4. Demonstrate precision cutting techniques to prepare plate garnishes.
5. Identify greens and vegetables.
6. Prepare appetizer salads, main course salads, international salads, and warm salads.

### **J. STOCK, SOUPS, AND SAUCES**

1. Prepare a variety of stocks using correct ingredients, ratios, and preparation techniques.
2. Identify liquid and thickening agents for all leading sauces.
3. Describe mother and modern sauces and their uses.
4. Classify soups by categories: national, clear, and cream.
5. Describe the appropriate uses of mother sauce making in today’s food service industry.

### **K. MEAT, POULTRY, AND FISH CUTTING AND IDENTIFICATION**

1. Explain various methods of fabricating meat and poultry.
2. Identify the tools specific to meat and poultry cutting and boning.
3. Describe the process for cleaning and de-boning various fish.
4. Demonstrate appropriate methods of storing various meats, fish, and poultry.
5. Select proper cooking methods for various cuts of meat.

## **COMPETENCIES**

### **L. RESTAURANT BEVERAGES**

1. Distinguish various types of beverages, both alcoholic and non-alcoholic, by type, form, or family.
2. Identify all local, state and federal laws relating to beverages.

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3. Explain the practice and elements of responsible alcohol service.

### **M. CULINARY MATH**

1. Apply basic mathematical applications/computations
2. Use and convert metric and standard weights and measurements.
3. Understand and use kitchen rations.
4. Describe the purpose of budgeting and cost control.
5. Calculate costs for products and services.
6. Know and apply institutional measurements.

### **N. MENUS AND COST ANALYSIS**

1. Create nutritious, creative and profitable menus.
2. Discuss how to prepare a cost analysis as a basis for price setting.
3. Devise a budget and menu for a 3-course meal
4. Purchase, prepare, serve, and clean up a nutritionally sound 3-course meal.

### **O. FOOD PRESENTATION**

1. Discuss modern and traditional trends in food presentation.
2. Identify and select appropriate serving pieces.
3. Use appropriate plating techniques and garnishes.

### **P. DINING ROOM SERVICE, GUEST RELATIONS**

1. Explain the elements and principles of customer service as they relate to the food service industry.
2. Demonstrate proper customer service techniques.
3. Discuss methods of resolving customer complaints.
4. Demonstrate the rules of dining room and service area set up.
5. Describe the communication methods employed in guest service.
6. Demonstrate the process of greeting and seating guests.
7. Describe the roles of all personnel in the dining room.
8. Demonstrate appropriate methods to close a dining room and service station.

## **SECTION III – CAREER PREPARATION/ANCHOR STANDARDS**

### **Anchor Standard 1: Academics**

Analyze and apply appropriate academic standards required for successful industry sector pathway completion leading to postsecondary education and employment. Refer to the industry sector alignment matrix for standard identification.

### **Anchor Standard 2: Communications**

Language Standard: Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the (career and college) readiness level, demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

### **Anchor Standard 3: Career Planning and Management**

Speaking and Listening Standard: Integrate multiple sources of information presented in diverse formats and media (e.g., visually, quantitatively, orally) in order to make informed decisions, and

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solve problems, evaluating the credibility and accuracy of each source and noting any discrepancies among the data.

### **Anchor Standard 4: Technology**

Writing Standard: Use technology, including the internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback – including new arguments and information.

### **Anchor Standard 5: Problem Solving and Critical Thinking**

Writing Standard: Conduct short, as well as, more sustained research projects to answer a question (including a self-generated question) or solve a problem, narrow or broaden the inquiry when appropriate, synthesize multiple sources on the subject demonstrating understanding of the subject under investigation.

### **Anchor Standard 6: Health and Safety**

Reading Standards for Science and Technical Subjects: Determine the meaning of symbols, key words, and other domain-specific words and phrases as they are used in a specific scientific or technical context.

### **Anchor Standard 7: Responsibility and Flexibility**

Speaking and Listening Standard: Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners, building on others ideas and expressing their own clearly and persuasively.

### **Anchor Standard 8: Ethics and Legal Responsibilities**

Speaking and Listening Standard: Respond thoughtfully to diverse perspectives, synthesize comments, claims and evidence made on all sides of an issue, resolve contradictions when possible, and determine what additional information or research is required to deepen the investigation or complete the work.

### **Anchor Standard 9: Leadership and Teamwork**

Speaking and Listening Standard: Work with peers to promote civil, democratic discussions and decision-making, set clear goals and deadlines, and establish individual roles as needed.

### **Anchor Standard 10: Technical Knowledge and Skills**

Writing Standard: Use technology, including the internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback – including new arguments and information.

### **Anchor Standard 11: Demonstration and Application**

Demonstrate and apply the knowledge and skills contained in the industry sector anchor standards, pathway standards, and performance indicators in classroom, laboratory, and workplace settings, and the career technical student organization.

**AGENDA ITEM BACKUP SHEET****June 23, 2015****Board Meeting****TITLE: Approval of Virtual Enterprise Course at Century High School****ITEM: Consent****SUBMITTED BY: Dawn Miller, Assistant Superintendent, Secondary Education****PREPARED BY: Don Isbell, Director, Career and Technical Education**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Virtual Enterprise course in the E-Business Academy at Century High School. This new UC approved course replaces the existing Economics of Business Ownership course.

**RATIONALE:**

This course addresses the needs of students who plan to major in Business Administration or Economics at the college level or who intend to pursue business interests following graduation. This comprehensive year-long course, taught in the classroom, allows students to create a “virtual” business and emphasizes the basic principles of economics and the fundamental operations of economic structures. This course will enable students to understand business ownership concepts and the concepts of both microeconomics and macroeconomics. Students will explore the processes involved in owning a business, implementation of marketing and business plans, economic systems, international relations, and global economy measurements. Students will discover the meaning of economic performance management, human resources, and the importance of international economy methods. This course meets the UC eligibility requirements for G elective credit.

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

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Virtual Enterprise course at Century High School.

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## COURSE OUTLINE

<b>Course Title:</b>	Virtual Enterprise	<b>District Course #:</b>	
<b>Department:</b>	CTE/ROP	<b>Grade Level:</b>	10-12
<b>Course Length:</b>	180 hours		
<b>Prerequisites:</b>	None		

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### Course Description:

This course addresses the needs of students who plan to major in Business Administration or Economics at the college level or who intend to pursue business interests following graduation. It is a comprehensive year-long course that emphasizes the basic principles of economics and the fundamental operations of economic structures including the American Free Enterprise System. It will enable students to understand: fundamental economic and business ownership concepts, terms microeconomics and macroeconomics and their relationship to small business, key elements involved in owning a business, the implementation of marketing and business plans, economic systems, international relations, the global economy measurement, the meaning of economic performance management of human resources, and the importance of the international economy methods of growth in the US economy. In addition, the course will enable students to develop critical thinking and economic decision-making skills.

Students will acquire effective business, personal, and technical skills to persuasively express and communicate ideas through presentations, written assignments, and group meetings. Students will demonstrate understanding and application of major economic and marketing principles through organized competitions and long-term projects. Students will demonstrate ability to solve problems and think critically by effectively completing challenging group and individual projects and assignments. Students will be inspired and motivated to continue higher education in economics and business. Students will make connections between multiple core subject areas (English, Social Science, and Mathematics) and use those connections to solve challenging problems using a variety of cross-curricular techniques and strategies.

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*The shaded background of the following field indicates this course was approved by UC for the 2014-15 school year or earlier. Please refer to the current "a-g" course criteria and guidelines when completing your course submission form.*

Development of financial accounting system including effective internal controls, financial procedures, and production of financial statements\* Trade Fair & Virtual Enterprise Competitions\* Tracking of key economic leading indicators and their impacts on the economy.

### **1.0 Economic and Business Ownership**

The Student will be able:

- 1.1 Recognize and define key economic terms.
- 1.2 Recognize and apply economic theories and principles.
- 1.3 Demonstrate the way choices are reflected in economic thinking and explain the relationship of economic theory to economic decision making.
- 1.4 Distinguish between and clearly define macroeconomics and microeconomics.
  - 1.4.1 Explain the four topics of macroeconomics: total level of employment; general level of prices; level of national income; total amount of consumption and production.
  - 1.4.2 Explain the individual view of the economy and examine the choices and interactions of individuals concerning the following: one person, one product, one firm, or one industry.
- 1.5 Describe scarcity, explain how economics is a science that deals with scarcity, list the ways scarcity is handled by our economic systems, and explain the way scarcity and allocation impact business.
- 1.6 List the categories of economics resources and explain how each satisfies wants and needs and be able to clearly demonstrate that the amount of economic resources available to determine the amount of goods and services that can be produced.
- 1.7 Explain the relationship of trade-offs to opportunity costs, define opportunity cost, and demonstrate the uses of opportunity cost in one personal circumstances, in a business setting and in the society (country) as a whole.

### **2.0 Introduction to Business Ownership**

The student will be able to:

- 2.1 Define and clarify the relationship between microeconomics and small business.
- 2.2 Define entrepreneurship, list the personality traits required to be a successful business owner, and conduct self- assessments to determine if he/she has the personality traits conducive to success in entrepreneurship.
- 2.3 List risks involve in being an entrepreneur and give risk-reducing techniques for the risks involve.
- 2.4 Clearly explain the five forms of business ownership.
  - 2.4.1 Distinguish between individual proprietorships, partnerships corporations, franchises, and cooperatives.
  - 2.4.2 Discuss the advantages and disadvantages of each form of business ownership.

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2.4.3 Explain the level of personal control that the individual possesses in each of the forms of ownership.

2.4.4 List the factors to consider when deciding whether or not to purchase a franchised business, describe the services provided by franchisors, and explain the ways in which the franchise is tied to the franchisor.

2.4.5 Describe how each form of ownership might impact a certain kind of business given the various types of stores found in most neighborhoods.

### **3.0 Business Strategies and the Business Plan**

The student will be able to:

3.1 Define a business plan and list reasons for having a business plan.

3.1.1 Describe the major sections of a business plan and explain the purpose for each of the sections: Description of the Business, Marketing Plan, Organizational/ Strategic Plan, Financial Plan.

3.1.2 Identify each of the major parts of a sample business plan.

3.1.3 Write a business plan using appropriate techniques and containing all of the relevant information to make a successful business plan.

3.2 Explain the importance of a business location.

3.2.1 List the factors to consider in locating a business.

3.2.2 Evaluate each factor with regard to its relative importance of each type of business.

3.2.3 List the steps involved in selecting a business site.

3.2.3 List the steps involved in selecting a business site.

3.2.4 Identify sources where help in selecting a site is available, and conduct a mini feasibility study for locating a business,

3.3 List the most common business risks and crimes and be able to identify policies and procedures to combat each.

3.4 List the four major functions of management and explain the importance of each function to the management of a profitable business.

3.5 Explain the steps in the decision-making model for a small business problem.

3.6 Demonstrate the use of the Internet for Business activities.

### **4.0 Essentials of Marketing**

The student will be able to:

4.1. Identify the four questions of marketing and relate the four questions to established businesses and to the new virtual business:

4.1.1 what product or service am I interested in providing?

4.1.2 To whom will the products be sold?

4.1.3 Where will the products be sold?

4.1.4 How will marketing activities be completed?

4.2 Define target marketing.



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4.3 Explain the market system in the United States and why it works so well, and discuss the connections between marketing and the market economy.

4.4 Clearly define the components of the marketing mix relate the marketing mix to established business or products and describe the marketing mix for a probable product.

4.5 Define promotion, explain why all business must promote their goods and services, list and define the four major methods of promotion utilized by the entrepreneur, and explain why promotional planning is needed.

4.6 Demonstrate the effective use of promotions and advertising.

4.7 Relate the basic marketing concepts discussed to their related economic principles

### **5.0 Basic Elements of Economic Systems**

The student will be able to:

5.1 Demonstrate an understanding of economic systems.

5.1.1 State the three questions that all economic systems must answer.

5.1.2 Describe the characteristics of the various economic systems (Capitalistic/Market Economy, Command or Planned Economy, Mixed Economy)

5.1.3 Describe the implications of each of the economic systems on business ownership.

5.1.4 Explain the reliance of the US economic systems on choices to answer the three economic questions, and relate the choices to business ownership.

5.2 Demonstrate an understanding of the role of government in the various economic systems.

5.2.1 Describe the extent of government intervention in each of the kinds of the kinds of economic systems.

5.2.2 Explain why ownership of resources is a way to understand the extent of government intervention in an economy.

### **6.0 Markets: Economic Theory of Supply and Demand**

The student will be able to:

6.1 demonstrate an understanding of the important economic concept of supply.

6.1.1 Define supply and describe how a firm determines how much of a product to produce.

6.1.2 Relate diminishing marginal productivity to a product produced by a newly established entrepreneurial business or to a business operation.

6.1.3 Explain a table, chart or graph that depicts a supply curve for products.

6.1.4 Distinguish between supply and demand curves when graphically depicted.

6.1.5 Explain supply and demand when related to a specific product produced by an aspiring entrepreneur.

6.2 Demonstrate and understanding of the important economic concept of demand.

6.2.1 Explain how one personal decision to purchase a product creates a demand, which sends a signal to producers.

6.2.2 State that demand is a factor that needs to be matched very carefully by entrepreneurs.

6.2.3 Define demand.

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6.2.4 Explain the law of demand, using a table, chart or graph that depicts a demand curve for products.

6.3 Demonstrate an understanding of the role that price plays in economic systems.

6.3.1 Describe the role of price.

6.3.2 Explain shortages and surplus. 6.3.3 List how shortages and surpluses affect the performance of an entrepreneur business.

6.3.4 Describe what happen to price in an entrepreneurial firm when demand is greater than supply, or supply is greater that demand.

6.4 Demonstrate an understanding of income distribution.

6.4.1 Describe how income is derived from production.

6.4.2 Explain the personal income distribution within the US society.

6.4.3 Explain the causes of poverty and the relationship of income distribution.

### **7.0 Tools for Measuring Economic Performance**

The student will be able to:

7.1 Recognize and apply the economics tools of analysis: charts, graphs, statistics, and marginal analysis.

7.1.1 Read data from a chart and draw conclusion from it.

7.1.2 Point out the X and Y-axis on graphs and draw conclusions.

7.1.3 Describe the difference between objective and subjective analysis.

7.1.4 Discuss how statistis can be evaluated to determine if they are being used properly.

7.1.5 Explain marginal analysis and give a concrete example of its use in economics.

7.2 Demonstrate an understanding of Gross National Product (GNP).

7.2.1 Define the GNP.

7.2.2 Give examples of goods and services and the way they are measured to form the GNP.

7.2.3 Distinguish between final goods and intermediate goods when measuring the GNP.

7.2.4 Explain why the GNP is an important measurement of a national well being.

7.3 Demonstrate an understanding of inflation and deflation.

7.3.1 Define inflation and explain how the Consumer Price Index (CPI) relates to inflation.

7.3.2 Explain why the Consumer Price Index is one way of measuring inflation and give examples hoe the CPI is complied to arrive at an inflation rate.

7.3.3 Distinguish between demand- pull inflation and cost-push inflation.

7.3.4 Define deflation.

7.3.5 Find relevant examples of economics that have exhibited both inflation and deflation and analyze the reasons behind those moves and the government or private industry response to those conditions.

7.4 Demonstrate an understanding of measures of unemployment and the relationship between economic stability and full employment.

7.4.1 Define unemployment and employment.

7.4.2 Measure the unemployment rate and describe the differences by age, race, and sex of the unemployed.

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7.4.3 Define the use of the term a full employment and explain the relationship of poverty to unemployment.

7.4.4 Describe the monetary and fiscal actions undertaken by the government to influence the level of national economic activity through investment in inventories, the housing market and investment in factories and equipment.

### **8.0 Money and Financing**

The student will be able to:

8.1 Demonstrate an understanding of the supply of money in the US.

8.1.1 Explain the importance of money to the economy.

8.1.2 Describe where money is created. 8.1.3 State why the money supply and the demand for money must be balanced.

8.2 Demonstrate an understanding of monetary policy.

8.2.1 Define the role of the Federal Reserve System in monetary policy.

8.2.2 Relate how monetary policy affects the potential small business owner.

8.3 Demonstrate an understanding of borrowing money and interest rates.

8.3.1 List the ways money is borrowed.

8.3.2 State reasons for an entrepreneur to borrow.

8.3.3 Explain how interest rates are determined.

8.4 Explain the importance of financing in order to ensure business success.

8.5 Demonstrate an understanding of the importance of savings and investing as an individual.

8.5.1 Explain the benefits of saving and investing.

8.5.2 Describe the various saving and investing plans available to the small and medium investor.

8.5.3 Describe how individual savings and investments influence the money supply.

8.6 Demonstrate personal finance management.

8.6.1 Explain the role of the consumer in the economy.

8.6.2 Maintain a budget and personal virtual bank account.

8.6.3 Explain the three of credit considerations.

8.6.4 Maintain virtual investments.

### **9.0 Legal Issues/ Government Controls in Business**

The student will be able to:

9.1 Demonstrate an understanding of consumer rights and responsibilities.

9.2 Demonstrate an understanding of various forms of business liabilities and various forms of insurance that protect businesses.

9.3 Explain the difference between implied and expressed warranties and list the steps for legal remedy.

9.4 Explain the necessary portions of a contract that make it legally binding.

9.5 Demonstrate an understanding of labor laws.

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9.5.1 Define minimum wage laws.

9.5.2 Explain a brief history of labor unions, collective bargaining, and laws affecting unions.

9.5.3 Define laws forbidding discrimination in hiring.

9.6 Explain the role government plays in regulating the economy and establishing law and order, while encouraging competition and the profit motive.

9.7 Demonstrate an understanding of tax policy in the market economy by listing the purposes of taxation and explaining the use of revenues collected through taxation.

### **10.0 Managing Human Resources**

The student will be able to:

10.1 Explain the importance of managing employees efficiently, describing the consequences of poor management, and describe the results of good management techniques.

10.2 Create a line and staff organizational chart with job titles for a company.

10.3 Write a job description for one job title within the company.

10.4 Demonstrate effective employee assessment and identify strategies to improve employee performance.

10.5 Demonstrate an understanding of employee training strategies.

10.6 Demonstrate positive and productive teamwork through completion of group projects.

10.7 Compute employee wages and deductions and explain the purposes of taxes/deductions involved in each transaction.

10.8 Define both unemployment and underemployment.

10.9 Discuss how government measures unemployment and underemployment.

### **11.0 Business Accounting Spreadsheets**

The student will be able to:

11.1 Demonstrate an understanding of record keeping and accounting.

11.1.1 List reasons for keeping accurate records in business.

11.1.2 Distinguish between single or double entry bookkeeping and determine which one is the best for varying kinds of businesses.

11.1.3 Identify the accounting records required in bookkeeping.

11.2 Explain the difference between accounts payable and receivable, and explain the need to separate the duties for control reasons.

11.3 Demonstrate an understanding of the relationship between start up and operating costs and budgets.

11.4 Create worksheets/spreadsheets for financial documents.

11.4.1 Create and explain income statements with formulas.

11.4.2 Create and explain sales summary spreadsheets with formulas, pie charts, and bar graph.

11.5 Demonstrate an understanding of databases and their importance in business.

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### **12.0 International Relations/ Global Economics**

The student will be able to:

12.1 Demonstrate an understanding of the geographical/political/ economic spheres.

12.1.1 Compare and contrast different economic systems.

12.1.2 Compare and contrast the political structures as they relate to economic systems.

12.1.3 Accurately define geographical areas and the corresponding product markets.

12.1.4 Compare the political climates as they relate to the economic climates in the various geographical areas.

12.2 Demonstrate an understanding of International Trade.

12.2.1 Define the balance of trade and explain its components.

12.2.2 Give examples of exchange rates and apply them to problem situations.

12.2.3 List top import and export items of the United States and its trading partners.

12.2.4 Clearly define and give examples of comparative advantage.

\*Business and Marketing Plans\*Personal Portfolios with personal finance projects\* International Business Travel assignment to research various countries' political, economic, and cultural climates\*Research paper on successful entrepreneurs and their companies\* The research, start-up, operation, and annual report for the students' Virtual Enterprise business venture

Instructional Methods and/or Tools:\* Project-based learning\* Group work\* Readings\* Library, Internet and other research\*Interviewing\*Written research reports and submissions\* Collaborative learning\* Socratic seminars\* Group seminar with lecture\*Students presentations\* Student-led learning\* Mentoring programs with business professionals A large part of the project-based learning and group work relates to projects and competitions of opening and operating a virtual enterprise.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 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 23, 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	337547	Spurgeon/8	A	4	Community Day Int.	06/18/15

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

- (A) Caused, attempted, or threatened to cause physical injury
- (B) Possessed, sold, furnished a weapon, dangerous object, explosives
- (C) Possessed, used, sold, furnished, or under the influence of any controlled substance (e.g. marijuana, cocaine, alcohol, intoxicants).
- (D) Offered, arranged, or negotiated to sell any controlled substance and then either sold, delivered or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance
- (E) Committed or attempted to commit robbery or extortion
- (F) Caused or attempted to cause damage to school or private property
- (G) Stole or attempted to steal school or private property
- (H) Possessed or used tobacco or tobacco products
- (I) Committed an obscene act or engaged in habitual profanity or vulgarity
- (J) Possessed, offered, or arranged to sell paraphernalia
- (K) Disrupted school activities or willfully defied valid authority
- (L) Knowingly received stolen school or private property
- (M) Possessed an imitation firearm
- (N) Committed or attempted to commit a sexual assault as defined by PC 261 or sexual battery PC 243.4
- (O) Harassed, threatened or intimidated a student who is a complaining witness in a school disciplinary proceeding for the purpose of either preventing that student by being a witness or retaliating against that student by being a witness
- (P) Offering to sell or selling SOMA
- (Q) Hazing
- (R) Engaged in the act of bullying, included but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of section 32261, directed specifically toward a pupil or school personnel
- (T) Aids or abets in physical injury
- (.2) Engaged in sexual harassment (Grades 4-12 only), vulgarity
- (.3) Engaged in hate crime (Grades 4-12 only)
- (.4) Harassment, threat, intimidation (Grades 4-12 only)
- (.7) Terrorist threats against school officials, school property or both

## EXPULSION RECOMMENDATIONS

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

**AGENDA ITEM BACKUP SHEET**  
**June 23, 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 \$2,982

**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 23, 2015**

Student ID#	Amount	Master Contract and Individual Service Agreement for Nonpublic School/Agency
303336	\$2,982	Approach Learning and Assessment Center, Inc. dba Olive Crest Academy

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2015-16 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 payment and reimbursement of costs incurred for related services for students with disabilities.

**RATIONALE:**

In accordance with the students' Individualized Education Program (IEP) the parties on the attached list require reimbursement for related services.

**FUNDING:**

Special Education: Not to Exceed \$11,954

**RECOMMENDATION:**

Approve the payment and reimbursement of costs incurred for related services for students with disabilities for the 2015-16 school year.

**Reimbursement of Costs Incurred for Related Services for Students with Disabilities for  
2015-16 School Year**

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**Board Meeting: June 23, 2015**

Student ID#:	Amount:	Expenditure:	Parent of:
366429	\$2,974	Mileage	366429
403070	\$ 760	Mileage	403070
355637	\$ 555	Mileage	355637
327074	\$ 360	Mileage	327074
301749	\$2,791	Mileage	301749
326331	\$4,514	Mileage	326331

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Acceptance of California Career Pathways Trust Grant for 2015-17 School Years**

**ITEM:**                   **Consent**

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

**PREPARED BY:**    **Don Isbell, Director, Career and Technical Education/ROP**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of acceptance of the California Career Pathways Trust (CCPT) grant for the 2015-17 school years.

At its January 27, 2015 meeting, the Board approved to submit the CCPT grant application. The goal of the CCPT grant is to provide skills and practical experience to help students prepare for success in college and careers.

**RATIONALE:**

The grant proposal focus was on creating sustainable Career Pathways programs that connect businesses, K-12 schools, and community colleges to better prepare students for the 21<sup>st</sup> century workplace. The Career Pathways programs help students chart the classes they need in high school and community college to prepare for work in a particular industry. These programs lead students to two-year degrees, certificates, or four-year degrees that prepare them for highly skilled jobs in growing industries.

This CCPT grant will provide \$6 million for the development and implementation of Career Pathways for our students in legal practice and informational communications technology. In addition, funds were requested to expand our Science, Technology, Engineering, and Mathematics/Science, Technology, Engineering, Art, and Mathematics (STEM/STEAM) focus on pathways in engineering design, biotechnical, and health. The District is the fiscal agent for the grant which will include the District's K-12 program, Santa Ana College, Coast Community College District, and the Arts, Community, & Media Education (ACME) Network, along with other local businesses, community organizations, and colleges.

This agreement supports LCAP goals 1.7: "Expand access to math and science programs" and 1.8: "Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies."

**FUNDING:**

California Career Pathways Trust grant: \$6,000,000

**RECOMMENDATION:**

Approve the acceptance of the California Career Pathways Trust grant for the 2015-17 school years.

DM:DI:sz

## GRANT SUMMARY

Title:	California Career Pathways Trust Grant
Funding Source:	California Department of Education, Career and College Transition Division Funded by Assembly Bill 86, California <i>Education Code</i> , sections 53010 through 53016, and the Budget Act of 2014, Statutes 2014
Funding Duration	Fall 2014-Spring 2017
Funding Amount:	\$6,000,000 for 2015-17 school years
Contact Person:	Don Isbell, Director, Career Technical Education/ROP
Target Population (e.g., Grade Level/s):	Grades K-12
Budget Impact:	California Career Pathways Trust Grant Award: \$6,000,000
Personnel Impact:	CTE administration, teachers, and classified staff are involved in the administration of the grant. District and school administrators, teachers, and classified staff, who are involved in chosen career pathways.
Industry Sector Pathways:	Santa Ana Technology, Engineering, Communication, and Health (SA TECH) pathways are: networking/cyber security; software systems and development; digital media, biotechnology, engineering design and legal services.
<b>Grant Program Description</b>	
<p>SA TECH will build upon long standing relationships and over 10 years of collaboration to form a California Career Pathway Trust local consortium between Santa Ana Unified School District, Santa Ana College, Coast Community College District, and the Arts, Community, &amp; Media Education (ACME) Network – the industry liaison. SA TECH will build on current K-14 and partnerships to expand and establish innovative pathways at 3 community colleges and 10 high schools, including 3 alternative education sites and Independent Studies. SA TECH will produce 1,110 high school students and 220 community college students to be enrolled in the six pathways. The six pathways will be featuring high school and community college cross-link activities, articulation, and early remediation which will be infused into all pathway programs to increase student academic success and pathway sequence completion.</p>	
Goals/Objectives:	<ol style="list-style-type: none"> <li>1. Academic support for Math, English, and Science via Career Technical Education (CTE)/Advancement via Individual Determination (AVID) integration into the core program.</li> <li>2. Early College Model will include: dual/concurrent credit options and Advanced Placement (AP) classes.</li> <li>3. Early student (elementary school) academic capacity building.</li> <li>4. Academic support during after school, re-teaching and tutoring, and extended learning.</li> <li>5. Tiered/stacking credentials, college degrees, work study, apprenticeships, and employment.</li> <li>6. High Quality courses that integrate a-g compliance and California Common-Core Standards.</li> </ol>
Activities:	<ol style="list-style-type: none"> <li>1. Students will participate in mentoring and internships.</li> <li>2. Academic support during after school, re-teaching and tutoring, and extended learning.</li> <li>3. Exploratory Science, Technology, Engineering, and Mathematics (STEM) and Leadership classes after school, at all middle schools.</li> <li>4. Rigorous CTE introductory, concentrator, and capstone courses.</li> <li>5. Summer bridge academic support and professional skills classes.</li> <li>6. New technology innovation center.</li> <li>7. Working with our partners, (CTV3 city of Santa Ana , ACME, LIFI and SAC digital media center) students will be able to show work in gallery and film festivals.</li> </ol>

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Amendment of Funding for California Partnership Lighthouse Academies Project Grant for January 1, 2015 through December 31, 2016**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Don Isbell, Director, Career Technical Education/ROP**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of amendment of funding for the California Partnership Lighthouse Academies Project grant for January 1, 2015 through December 31, 2016. The California Partnership Lighthouse Academies Project grant, which was awarded in 2013, will have additional funding of \$4,000.

**RATIONALE:**

This is additional funding for selected California Partnership Academy (CPA) programs demonstrating outstanding operation and adherence to the California Education Code. These CPAs understand academy requirements and have demonstrated that they meet or exceed the standards necessary for success.

Valley High School's Global Business Academy is recognized as one of 14 Lighthouse Academies in California that are successful, experienced Academies that help to guide the development of strong California Partnership Academy programs. Through workshops, site visits, and individual communication, the Lighthouse teams provide assistance and materials for both veteran and new Academies.

This grant supports LCAP goal 1.8: "Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies."

**FUNDING:**

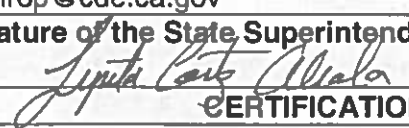

California Partnership Lighthouse Academies Project grant: \$16,000 (was \$12,000)

**RECOMMENDATION:**

Approve the amendment of funding for the California Partnership Lighthouse Academies Project grant for January 1, 2015 through December 31, 2016.

DM:DI:sz

### Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Richard Miller, Superintendent Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701-6322				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				14	23181		LH
<b>Attention</b> Richard Miller, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Accounting Office, State Funds				<b>Resource Code</b>	<b>Revenue Object Code</b>	30	
<b>Telephone</b> (714) 558-5501				7220	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> California Partnership Lighthouse Academies Project						0615	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$12,000	\$4,000	\$16,000	1	1/01/2015	12/31/2016	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
<p>This is to inform you that the award for the California Partnership Lighthouse Academies Project for Valley High School, Global Business Academy (0190) has been amended to provide additional funding.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Jennifer Boone, Staff Services Analyst          Career and College Transition Division          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Jerry Winthrop				<b>Job Title</b> Education Programs Consultant			
<b>E-mail Address</b> jwinthrop@cde.ca.gov				<b>Telephone</b> 916-319-0457			
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> May 22, 2015			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>				<b>Telephone</b>			
<b>Signature</b> 				<b>Date</b>			



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of May 27, 2015 through June 9, 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 27, 2015 through June 9, 2015.

**RATIONALE:**

The Purchase Order Summary consists of all orders created during the period of May 27, 2015 through June 9, 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 27, 2015 through June 9, 2015.



# Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: June 10, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent, Operations  
Subject: Purchase Order Summary: From 27-MAY-2015 through 09-JUN-2015

Fund 01 General Fund	\$2,467,191.17
Fund 12 Child Development	\$24,223.46
Fund 13 Cafeteria Fund	\$1,182,255.28
Fund 14 Deferred Maintenance Fund	\$346,708.63
Fund 25 Capital Facilities Fund	\$41,801.88
Fund 26 Measure G Bond	\$111.48
Fund 29 Measure G	\$44,504.18
Fund 35 County School Facilities Fund	\$315,382.50
Fund 40 Special Reserve Fund	\$644,595.75
Fund 56 Debt Service Fund	\$94,951.09
Fund 81 Property & Liability	\$13,700.00
Grand Total:	\$5,175,425.42

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

## BOARD OF EDUCATION

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

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

From 27-MAY-2015 Through 09-JUN-2015

Page: 01 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
310203	WARE DISPOSAL, INC.			
Unrestricted	Housekeeping	DISTRICTWIDE		\$750,676.02
Discretionary	Services Trash			
Accounts				
310478	CALIFORNIA INDUSTRIAL			
Child Nutrition:	Maintenance	NUTRITION SERVICES		\$50,000.00
School Programs	Contracts Repairs			
310700	SQUARE-1 DESIGN GROUP			
Unrestricted	Consultant	BUSINESS SERVICES		\$55,033.00
Discretionary	Noninstructional	DIVISION		
Accounts				
Child Nutrition:	Building Architect	NUTRITION SERVICES		\$50,000.00
School Programs				
311367	REFRIGERATION CONTROL CO., INC.			
Child Nutrition:	Maintenance	NUTRITION SERVICES		\$94,000.00
School Programs	Contracts Repairs			
311456	WEATHERITE CORPORATION			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$30,000.00
Maintenance Account	Contracts Repairs			
311651	DON BOOKSTORE			
Lottery:	Textbooks	MIDDLE COLLEGE HIGH		\$60,000.00
Instructional		SCHOOL		
Materials				
312518	THE FRUITGUYS			
Child Nutrition:	Food Inventory	PIO PICO ELEMENTARY		\$25,839.00
Fresh Fruit and	Site Distribution	SCHOOL		
Vegetable Program				
Child Nutrition:	Food Inventory	ESQUEDA ELEMENTARY		\$47,746.00
Fresh Fruit and	Site Distribution	SCHOOL		
Vegetable Program				
Child Nutrition:	Food Inventory	DAVIS ELEMENTARY		\$30,555.00
Fresh Fruit and	Site Distribution	SCHOOL		
Vegetable Program				
Child Nutrition:	Food Inventory	ADAMS ELEMENTARY		\$21,280.00
Fresh Fruit and	Site Distribution	SCHOOL		
Vegetable Program				
Child Nutrition:	Food Inventory	DIAMOND ELEMENTARY		\$23,762.00
Fresh Fruit and	Site Distribution	SCHOOL		
Vegetable Program				

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

From 27-MAY-2015 Through 09-JUN-2015

Page: 02 of 06

PO No. Vendor

BOA Date

Funding	Description	Location	Amount
312518	THE FRUITGUYS		
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	EDISON ELEMENTARY SCHOOL	\$23,824.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	FREMONT ELEMENTARY SCHOOL	\$31,455.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	HARVEY ELEMENTARY SCHOOL	\$18,732.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	HOOVER ELEMENTARY SCHOOL	\$18,302.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	JACKSON ELEMENTARY SCHOOL	\$45,765.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	LINCOLN ELEMENTARY SCHOOL	\$40,754.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	LOWELL ELEMENTARY SCHOOL	\$36,665.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	MADISON ELEMENTARY SCHOOL	\$46,196.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	FRANKLIN ELEMENTARY SCHOOL	\$19,947.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	MARTIN ELEMENTARY SCHOOL	\$30,536.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	MONROE ELEMENTARY SCHOOL	\$18,771.00
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	MONTE VISTA ELEMENTARY SCHOOL	\$26,582.00

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

From 27-MAY-2015 Through 09-JUN-2015

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PO No.	Vendor			BOA Date
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Funding	Description	Location	Amount	
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312518	THE FRUITGUYS			
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	ROOSEVELT ELEMENTARY SCHOOL	\$32,905.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	SEPULVEDA ELEMENTARY SCHOOL	\$19,633.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	WASHINGTON ELEMENTARY SCHOOL	\$38,974.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	WILSON ELEMENTARY SCHOOL	\$29,441.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	REMINGTON ELEMENTARY SCHOOL	\$14,212.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	KENNEDY ELEMENTARY SCHOOL	\$33,882.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	HENINGER ELEMENTARY SCHOOL	\$43,299.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	GARFIELD ELEMENTARY SCHOOL	\$30,436.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	CARVER ELEMENTARY SCHOOL	\$26,349.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	HEROES ELEMENTARY SCHOOL	\$29,207.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	WALKER ELEMENTARY SCHOOL	\$22,392.00	
Child Nutrition: Fresh Fruit and Vegetable Program	Food Inventory Site Distribution	KING ELEMENTARY SCHOOL	\$33,805.00	

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

From 27-MAY-2015 Through 09-JUN-2015

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PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
312518	THE FRUITGUYS			
Child Nutrition:	Food Inventory	ROMERO-CRUZ		\$10,587.00
Fresh Fruit and Vegetable Program	Site Distribution	ELEMENTARY SCHOOL		
312910	TOYAMA KARATE-DO ORGANIZATION			2014/09/09
Before and After School Learning	Sub Agreements for Services	EDUCATIONAL SERVICES DIVISION		\$274,800.00
Before and After School Learning	Consultants Instructional	EDUCATIONAL SERVICES DIVISION		\$25,000.00
313520	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE			
Unrestricted Discretionary Accounts	Fingerprinting	DOJ SCHOOL POLICE SERVICES		\$58,500.00
316750	WAXIE SANITARY SUPPLY			
Unrestricted Discretionary Accounts	Custodial Supplies	BUILDING SERVICES		\$75,401.60
318977	KYA SERVICES, LLC			
Deferred Maintenance Fund	General Maintenance Supplies	BUILDING SERVICES		\$250,451.83
319488	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.			
QZAB Solar Energy	Debt Service Interest	DISTRICTWIDE		\$94,951.09
319543	HOUGHTON MIFFLIN HARCOURT dba	RIVERSIDE PUBLISHING		
Special Education	Materials & Supplies/Software	SPECIAL EDUCATION		\$97,411.32
319566	CHEFS' TOYS			
Child Nutrition: School Programs	Other Equipment	NUTRITION SERVICES		\$92,608.00
Child Nutrition: School Programs	Other Equipment	SPURGEON INTERMEDIATE SCHOOL		\$8,576.00
319663	PCM3, INC.			
Emergency Repair Program Williams	Construction Managers Fees	SADDLEBACK HIGH SCHOOL		\$28,500.00

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

From 27-MAY-2015 Through 09-JUN-2015

Page: 05 of 06

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
319666	PCM3, INC.			
Emergency Repair	Construction	SANTA ANA HIGH		\$52,500.00
Program Williams	Managers Fees	SCHOOL		
319681	MCGRAW HILL SCHOOL EDUCATION, LLC			
Special Education	Materials & Supplies/Software	SUMMER SCHOOL		\$25,949.72
319710	BON AIR, INC.			
California Clean Energy Jobs Act	Building Contractor	FRANKLIN ELEMENTARY SCHOOL		\$264,000.00
319714	MIND RESEARCH INSTITUTE			
LCFF Supplemental/Concentration	Other Contracts	ELEMENTARY DIVISION		\$154,163.15
319760	GHATAODE BANNON ARCHITECTS, LLP			
Emergency Repair	Building Architect	LATHROP INTERMEDIATE SCHOOL		\$73,915.00
Program Williams				
Emergency Repair	Plans All Other	LATHROP		\$2,000.00
Program Williams	Printing, etc.	INTERMEDIATE SCHOOL		
319761	GHATAODE BANNON ARCHITECTS, LLP			
Emergency Repair	Building Architect	WILLARD INTERMEDIATE SCHOOL		\$85,318.40
Program Williams				
Emergency Repair	Plans All Other	WILLARD		\$2,000.00
Program Williams	Printing, etc.	INTERMEDIATE SCHOOL		
319762	GHATAODE BANNON ARCHITECTS, LLP			
Emergency Repair	Building Architect	REMINGTON ELEMENTARY SCHOOL		\$53,062.80
Program Williams				
Emergency Repair	Plans All Other	REMINGTON		\$2,000.00
Program Williams	Printing, etc.	ELEMENTARY SCHOOL		
319763	GHATAODE BANNON ARCHITECTS, LLP			
Emergency Repair	Building Architect	LINCOLN ELEMENTARY SCHOOL		\$53,577.60
Program Williams				
Emergency Repair	Plans All Other	LINCOLN ELEMENTARY SCHOOL		\$2,000.00
Program Williams	Printing, etc.			
319765	GHATAODE BANNON ARCHITECTS, LLP			
Emergency Repair	Building Architect	SPURGEON INTERMEDIATE SCHOOL		\$84,523.75
Program Williams				

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

From 27-MAY-2015 Through 09-JUN-2015

Page: 06 of 06

PO No.	Vendor			BOA Date
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Funding	Description	Location		Amount
-----				
319765	GHATAODE	BANNON ARCHITECTS, LLP		
	Emergency Repair	Plans All Other	SPURGEON	\$2,000.00
	Program Williams		INTERMEDIATE SCHOOL	
319766	GHATAODE	BANNON ARCHITECTS, LLP		
	Emergency Repair	Building Architect	ROOSEVELT	\$37,908.00
	Program Williams		ELEMENTARY SCHOOL	
	Emergency Repair	Plans All Other	ROOSEVELT	\$2,000.00
	Program Williams	Printing, etc.	ELEMENTARY SCHOOL	
319767	GHATAODE	BANNON ARCHITECTS, LLP		
	Emergency Repair	Building Architect	MARTIN ELEMENTARY	\$85,645.00
	Program Williams		SCHOOL	
	Emergency Repair	Plans All Other	MARTIN ELEMENTARY	\$2,000.00
	Program Williams	Printing, etc.	SCHOOL	
319792	NAC, INC.	dba NAC ARCHITECTURE		
	OPSC School	Building Architect	MITCHELL CHILD	\$302,853.07
	Facilities Bond		DEVELOPMENT CENTER	
	Projects			
319818	TOYAMA KARATE-DO ORGANIZATION			
	Before and After	Sub Agreements for	EDUCATIONAL	\$71,000.00
	School Learning	Services	SERVICES DIVISION	
319822	VIRCO, INC.			
	Measure G Series E	Other Equipment	FRANKLIN ELEMENTARY	\$28,203.14
			SCHOOL	



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Expenditure Summary and Warrant Listing for Period of May 27, 2015 through June 9, 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 27, 2015 through June 9, 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 27, 2015 through June 9, 2015.



# Santa Ana Unified School District

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

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

Date: June 9, 2015  
To: Richard L. Miller, Ph.D., Superintendent  
From: Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations  
Subject: Expenditures Summary: From 27-May-2015 through 09-June-2015

Fund 01 General Fund	\$3,127,188.70
Fund 12 Child Development	\$27,028.31
Fund 13 Cafeteria Fund	\$1,089,447.37
Fund 14 Deferred Maintenance Fund	\$135,356.31
Fund 25 Capital Facilities Fund	\$722,994.24
Fund 26 Measure G Bond	\$2,758.14
Fund 29 Measure G	\$114,779.49
Fund 35 County School Facilities Fund	\$1,767,745.39
Fund 40 Special Reserve Fund	\$1,830,871.11
Fund 49 Capital Project Fund for Blended Component	\$43,734.50
Fund 68 Workers' Compensation	\$177,076.75
Fund 69 Health & Welfare	\$5,823,654.85
Fund 81 Property & Liability	\$68,774.04
Total Expenditures:	\$14,931,409.20

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 27, 2015

Page 1 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
84206995	<b>CUTTING EDGE SYSTEMS, INC.</b> Unrestricted Discretionary Accounts	PUBLICATIONS	<b>\$33,878.20</b>
84206986	<b>BRETFORD MANUFACTURING</b> Fund 01 General Fund  IASA: Title I Basic Grants Low-Income and Neglected, Part A  S.D. Bechtel, Jr. Foundation  The California Wellness Foundation  Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT  EDISON ELEMENTARY SCHOOL  FREMONT ELEMENTARY SCHOOL  STAFF DEVELOPMENT  MUIR FUNDAMENTAL ELEMENTARY SCHOOL  GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL  MUIR FUNDAMENTAL ELEMENTARY SCHOOL	<b>\$35,721.03</b>
84206885	<b>ADVANCED COLOR SOLUTIONS, INC.</b> Unrestricted Discretionary Accounts	PUBLICATIONS	<b>\$47,661.42</b>
84206882	<b>UNIVERSITY OF SOUTHERN CALIFORNIA</b> ASCIP Risk Control STAT (Simulation for Threat Assessment Training)	RISK MANAGEMENT	<b>\$26,550.06</b>
84206863	<b>BOYS AND GIRLS CLUB OF SANTA ANA</b> 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	<b>\$58,544.46</b>
84206867	<b>DIGITAL NETWORKS GROUP, INC.</b> LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	<b>\$74,054.15</b>
84206988	<b>CDW GOVERNMENT, INC.</b> Fund 01 General Fund  High School Inc.  IASA: Title I Basic Grants Low-Income and Neglected, Part A	ACCOUNTING DEPARTMENT  VALLEY HIGH SCHOOL  CARR INTERMEDIATE SCHOOL  HARVEY ELEMENTARY SCHOOL  HENINGER ELEMENTARY SCHOOL  LATHROP INTERMEDIATE SCHOOL	<b>\$26,865.97</b>

# SAUSD Board of Education Warrant Listing

May 27, 2015

Page 2 of 5

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MCFADDEN INTERMEDIATE SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SUMMER SCHOOL	
	Special Education	SPEECH & LANGUAGE	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		PURCHASING DEPARTMENT	
		SPURGEON INTERMEDIATE SCHOOL	
		TECHNOLOGY INNOVATION SERVICES	
<b>Fund 13 Cafeteria Fund</b>			
<b>84207076</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$65,506.18</b>
	Child Nutrition: School Programs	CENTURY HIGH SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
<b>84207074</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$40,556.69</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
<b>84207085</b>	<b>DRIFTWOOD DAIRY</b>		<b>\$52,105.48</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	

# SAUSD Board of Education Warrant Listing

May 27, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84207101	THE FRUITGUYS Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROMERO-CRUZ ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SEPULVEDA ELEMENTARY SCHOOL	\$47,576.00

# SAUSD Board of Education Warrant Listing

May 27, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
<b>84207072</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$50,736.90</b>
 <b>Fund 35 County School Facilities Fund</b>			
<b>84207129</b>	<b>ASSOCIATED SOILS ENGINEERING, INC.</b> Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	<b>\$30,695.00</b>
		COMMUNITY DAY HIGH SCHOOL	
<b>84207130</b>	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects	COMMUNITY DAY HIGH SCHOOL	<b>\$924,293.29</b>
<b>84207131</b>	<b>BEST CONTRACTING SERVICES, INC.</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$201,264.05</b>
<b>84207133</b>	<b>HORIZONS CONSTRUCTION CO. INT'L, INC.</b> Fund 35 OPSC School Facilities Bond Projects	WILSON ELEMENTARY SCHOOL	<b>\$431,288.82</b>
 <b>Fund 40 Special Reserve Fund</b>			
<b>84207140</b>	<b>PH HAGOPIAN CONTRACTOR, INC.</b> Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	<b>\$1,711,800.26</b>
 <b>Fund 68 Workers' Compensation</b>			
<b>84207144</b>	<b>SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.</b> Fund 68 Workers' Compensation	RISK MANAGEMENT	<b>\$116,342.04</b>

# SAUSD Board of Education Warrant Listing

May 27, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 69 Health &amp; Welfare</b>			
84207151	<b>VISION SERVICE PLAN</b>		<b>\$36,891.06</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84207145	<b>ALLIANT INSURANCE SERVICES, INC.</b>		<b>\$95,000.00</b>
	Fund 69 Health & Welfare	DISTRICTWIDE	
84207146	<b>BLUE SHIELD OF CALIFORNIA</b>		<b>\$3,303,154.57</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84207147	<b>DELTA DENTAL INSURANCE COMPANY</b>		<b>\$48,942.38</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84207148	<b>KAISER FOUNDATION HEALTH PLAN</b>		<b>\$1,332,507.54</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Fund 81 Property &amp; Liability</b>			
84207152	<b>SANTA ANA UNIFIED SCHOOL DISTRICT</b>		<b>\$52,684.44</b>
	Fund 81 Property & Liability	RISK MANAGEMENT	
<b>Grand Total:</b>			<b>\$8,844,619.99</b>

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 01 General Fund</b>			
<b>84207194</b>	<b>REVOLVING CASH FUND</b>		<b>\$138,690.52</b>
	Donations (Miscellaneous)	MIDDLE COLLEGE HIGH SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
		CASH ACCOUNT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
	Medi-Cal Billing Option	SPEECH & LANGUAGE	
	Risk Management - Undesignated	RISK MANAGEMENT	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SPECIAL EDUCATION	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		DISTRICTWIDE	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SCHOOL POLICE SERVICES	
		SEGERSTROM HIGH SCHOOL	
		SUPERINTENDENT'S OFFICE	
<b>84207154</b>	<b>CITY OF SANTA ANA</b>		<b>\$34,617.84</b>
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
<b>84207323</b>	<b>OCTA</b>		<b>\$33,392.50</b>
	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	



# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84207268	OFFICE DEPOT		<b>\$26,646.18</b>
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	DIAMOND ELEMENTARY SCHOOL	
		EDISON ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
	AVID-OCDE Destination Graduation-High Schools	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SUMMER SCHOOL	
	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	
	LCFF-Supplemental/Concentration	ALTERNATIVE EDUCATION	
	Special Education	PSYCHOLOGICAL SERVICES/APE	
		SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		HUMAN RESOURCES DIVISION	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84207218	AT&T DATACOMM, INC. dba AT&T DATACOMM		\$343,076.51
	E-Rate	DISTRICTWIDE	
84207215	APPLE, INC.		\$157,967.13
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Global Business Academy [0190] VHS	VALLEY HIGH SCHOOL	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CHAVEZ CONTINUATION HIGH SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		INSTRUCTIONAL MEDIA CENTER	
		JACKSON ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
84207156	EL SOL SCIENCE AND ARTS ACADEMY		\$124,649.00
	Fund 01 General Fund	CASH ACCOUNT	

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84207203	<b>TROXELL COMMUNICATIONS</b> IASA: Title I Basic Grants Low-Income and Neglected, Part A	VALLEY HIGH SCHOOL WALKER ELEMENTARY SCHOOL	\$57,422.55
84207155	<b>EDWARD B. COLE, SR. ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	\$53,133.00
84207190	<b>ORANGE COUNTY DEPARTMENT OF EDUCATION</b> Special Ed: Mental Health Services	PUPIL SUPPORT SERVICES	\$82,755.43
84207177	<b>EXITCERTIFIED CORP</b> Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$50,001.00
84207161	<b>SOUTHERN CALIFORNIA EDISON</b> Head Start Unrestricted Discretionary Accounts	CHILD DEVELOPMENT DISTRICTWIDE	\$383,852.44
84207160	<b>ORANGE COUNTY HIGH SCHOOL OF THE ARTS</b> Fund 01 General Fund	CASH ACCOUNT	\$234,588.00
84207159	<b>ORANGE COUNTY EDUCATIONAL ARTS ACADEMY</b> Fund 01 General Fund	CASH ACCOUNT	\$70,766.00
84207158	<b>NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL</b> Fund 01 General Fund	CASH ACCOUNT	\$41,833.00
84207204	<b>USA SHADE &amp; FABRIC STRUCTURES, INC.</b> Unrestricted - CalSafe (6091/6092)	EARLY CHILDHOOD EDUCATION	\$26,033.32

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>84207387</b>	<b>DRIFTWOOD DAIRY</b> Child Nutrition: School Programs	NUTRITION SERVICES	<b>\$58,857.23</b>
<b>84207407</b>	<b>THE FRUITGUYS</b> Child Nutrition: Fresh Fruit and Vegetable Program	ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL EDISON ELEMENTARY SCHOOL ESQUEDA ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL LOWELL ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL MONROE ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL PIO PICO ELEMENTARY SCHOOL	<b>\$78,803.00</b>

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		REMINGTON ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
<b>84207390</b>	<b>GOLD STAR FOODS</b>		<b>\$50,516.55</b>
	Child Nutrition: School Programs	MCFADDEN INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
<b>84207370</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$63,989.30</b>
	Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
<b>84207384</b>	<b>DRIFTWOOD DAIRY</b>		<b>\$52,847.65</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
<b>84207381</b>	<b>CHEFS' TOYS</b>		<b>\$26,033.63</b>
	Child Nutrition: School Programs	LATHROP INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SIERRA PREPARATORY ACADEMY	
<b>84207378</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$39,055.48</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
<b>84207376</b>	<b>A &amp; R WHOLESALE DISTRIBUTORS</b>		<b>\$85,777.75</b>
	Child Nutrition: School Programs	NUTRITION SERVICES	
		VALLEY HIGH SCHOOL	

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84207374	<b>A &amp; R WHOLESALE DISTRIBUTORS</b> Child Nutrition: School Programs	CENTURY HIGH SCHOOL  CHAVEZ CONTINUATION HIGH SCHOOL  MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES  SADDLEBACK HIGH SCHOOL	<b>\$101,009.53</b>
84207392	<b>GOLD STAR FOODS</b> Child Nutrition: School Programs	GODINEZ FUNDAMENTAL HIGH SCHOOL  MCFADDEN INTERMEDIATE SCHOOL  NUTRITION SERVICES  SADDLEBACK HIGH SCHOOL  SANTA ANA HIGH SCHOOL  VALLEY HIGH SCHOOL	<b>\$64,207.43</b>
<b>Fund 25 Capital Facilities Fund</b>			
84207422	<b>MCGRATH RENTCORP dba MOBILE MODULAR</b> Fund 25 Capital Facilities Fund	FACILITIES/GOVERNMENTAL RELATIONS	<b>\$722,501.00</b>
<b>Fund 35 County School Facilities Fund</b>			
84207434	<b>BALFOUR BEATTY CONSTRUCTION</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$87,059.81</b>
84207441	<b>TRIUMPH PAINTING</b> Fund 35 OPSC School Facilities Bond Projects	MITCHELL CHILD DEVELOPMENT CENTER	<b>\$47,682.40</b>

# SAUSD Board of Education Warrant Listing

June 03, 2015

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<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
<b>Fund 40 Special Reserve Fund</b>			
84207445	<b>ECONO FENCE, INC.</b>		<b>\$41,510.00</b>
	Emergency Repair Program-Williams Case	MARTIN ELEMENTARY SCHOOL	
	Fund 40 Special Reserve Fund	WILLARD INTERMEDIATE SCHOOL	
84207447	<b>PCM3, INC.</b>		<b>\$32,411.05</b>
	Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	
<b>Fund 49 Capital Project Fund for Blended Component Units (CFD)</b>			
84207450	<b>CASE &amp; SONS CONSTRUCTION, INC.</b>		<b>\$43,734.50</b>
	QZAB 2005	BUILDING SERVICES	
<b>Fund 68 Workers' Compensation</b>			
84207452	<b>SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP.</b>		<b>\$60,274.41</b>
	Fund 68 Workers' Compensation	RISK MANAGEMENT	
<b>Fund 69 Health &amp; Welfare</b>			
84207455	<b>SANTA ANA UNIFIED SCHOOL DISTRICT</b>		<b>\$750,000.00</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
84207453	<b>ALAMEDA COUNTY SCHOOLS INSURANCE GROUP (ACSIG)</b>		<b>\$240,909.19</b>
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
<b>Grand Total:</b>			<b>\$4,506,604.33</b>

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Listing of Agreements/Contracts with Various Consultants

**ITEM:** Consent

**SUBMITTED BY:** Dawn Miller, Assistant Superintendent, Secondary Education  
Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Dawn Miller, Assistant Superintendent, Secondary Education  
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 listing of agreements/contracts with various consultants.

**RATIONALE:**

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

The attached list identifies various consultants that will provide services throughout the District whose compensation is under \$5,000.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the listing of agreements/contracts with various consultants.



**2014-15 LISTING OF CONSULTANTS/CONTRACTED SERVICES**  
**Submitting Division: Educational Services**  
**June 23, 2015**

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
1.	Achieve 3000	<b>Diamond Elementary:</b> As part of our commitment to provide high quality instruction during the Summer Extended Learning Programs, the District will partner with Achieve3000. Achieve3000 propels students towards college and career readiness with more than a decade of proven success in increasing students' reading success by providing them with the skills they need to become independent readers of complex texts. Achieve3000 will deliver professional learning sessions and services customized to support effective use of solutions to students at Diamond Elementary school. Achieve3000 will also collaborate with the District administration to develop a personalized implementation plan as well as professional development for Extended Learning Programs' staff	June 24, 2015 through August 30 2015		Title I CORE Set Aside	\$1,500
2.	California Weekly Explorer, Inc.	<b>Diamond Elementary:</b> Will provide a Walk Through presentation that is an engaging and interactive educational presentation of history curriculum through use of literacy and the arts. The presentation will be facilitated by an animated and trained presenter who guides students through historical events using dynamics, kid-friendly stories and activities.	June 26, 2015		Summer Enrichment Program	\$680
3.	Padres Unidos	<b>Franklin Elementary:</b> Padres Unidos will provide bi-weekly three-hour classes for five weeks during the summer of parent trainings, that incorporate in-classroom school readiness strategies for 3½ to 5 year olds, and parenting skills training for parents and caregivers. These two components are delivered simultaneously in separate classrooms, one for the parents and one for the children.	September 15, 2015 through May 31, 2016		Franklin Instructional Consultant	\$3,989
4.	Triple Threat Mentoring	<b>Garfield Elementary:</b> Will provide summer enrichment and mentoring for students to develop confidence, character and life skills through innovative programs and events in the areas of athletics, academics, and arts.	June 24, 2015 through July 29, 2015		No Cost to the District	N/A

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
5.	Long Beach Shakespeare Company	<b>Kennedy Elementary:</b> Two actors will visit the school site and perform scenes from the original Romeo and Juliet. They will then participate in a questions and answers session. Actors will provide students with insight into character motivation and provide tips on acting technique including projection and emotion expression.	June 24, 2015 through June 22, 2015		Summer Enrichment Program	\$300
6.	Jurassic Parties	<b>Roosevelt Elementary and Carver Elementary:</b> Jurassic Parties will provide an educational presentation for students participating at the Summer Enrichment Programs. Jurassic Parties will highlight 10-15 reptiles from around the globe including snakes, frogs, lizards, and tortoises. Information on habitat, lifespan, diet, and defining characteristics will be provided by the trained educator.	June 25, 2015 through July 2, 2015		Summer Enrichment Program	\$800
7.	Orange County Fire Authority	<b>Roosevelt Elementary:</b> Will bring a Fire Truck to Roosevelt school to discuss careers in the Fire Station and to provide and discuss fire safety with students.	July 9, 2015		No Cost to the District	N/A
8.	Santa Ana Zoo Prentice Park	<b>Roosevelt Elementary:</b> Will provide a zoomobile that will support students learning via science camps and experiential field trips to the summer enrichment program.	June 24, 2015		Summer Enrichment Program	\$165
9.	Second Chance Critters	<b>Roosevelt Elementary:</b> Consultant will bring baby skunks and opossums to teach students about their place in the ecosystem and why these animals are an important part of our environments. Students will write reports on what they learned and what was interesting to them	July 6, 2015		No cost to the District	N/A
10.	Denice Paxton	<b>Santa Ana High:</b> Denice Paxton will provide make-up for student cast members and provide a 3-hour clinic to students on how to apply and remove make-up for the summer music program being held at Santa Ana High School.	June 22, 2015 through July 24, 2015		Summer Enrichment Program	\$600

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
11.	Orange County Partnership to Improve Community Health (CA-PICH)	<b>Special Projects:</b> CA-PICH will provide expanded farm-to-institution programs and support community and home gardens, increase opportunities for physical activity in elementary physical education programs, discourage consumption of sugar-sweetened beverages and promote the use of tap water. The program will also support Complete Streets and Active Transportation.	June 28, 2015 through May 31, 2016		N/A	\$0
12.	El Centro Cultural de Mexico	<b>Valley High:</b> El Centro Cultural de Mexico will provide poetry, writing, drawing, and painting workshops to the students of the Summer Enrichment Program. The students will do research on murals that they draw, poetry presentations, and the importance of oral history with training on interview skills.	June 24, 2015 through July 29, 2015		Summer Enrichment Program	\$1,400

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Agreement with Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities**

**ITEM:**                   **Consent**

**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 a continuing agreement with the Orange County Department of Education for administration services for the Medi-Cal Administrative Activities (MAA) program as described in the California Welfare and Institution Code, Section 14132.47 (c) (1). The term of this contract is one year commencing July 1, 2015 and ending on June 30, 2016, subject to termination as set forth in this agreement.

Although MAA reimbursement has been withheld due to program restructure by the Federal government, this agreement would need to be in place to receive future reimbursements. The outstanding invoices total \$3,566,622.

**RATIONALE:**

To continue participation in claiming funds through MAA, the District must work with the Region 9 Local Education Consortium (LEC) to facilitate communication and payment of funds through the State. Since 2007-08, the District has received \$5.28 million dollars in MAA reimbursement and from 2007-08 to 2012-13 has allocated a total of \$903,000 for a 0.65 FTE nurse, 1 FTE Medi-Cal Project Technician, 0.75 FTE Department Specialist, and costs of the vendor contract with Paradigm. The balance of \$4 million has been incorporated into the general fund.

**FUNDING:**

Fees to OCDE are 4.5% of the MAA reimbursement. The total annual fee to OCDE for the most recent MAA reimbursement to the District, in 2011-12, was \$78,167. This fee may be amended as necessary to support compliance with new federal and state program requirements.

**RECOMMENDATION:**

Approve the agreement with the Orange County Superintendent of Schools, Region 9 Local Educational Consortium for Administration of Medi-Cal Administrative Activities.

2 SANTA ANA UNIFIED SCHOOL DISTRICT  
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,  
6 2015, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the Santa Ana Unified School District, 1629 S.  
10 Center Street, Santa Ana, California 92704, hereinafter referred to  
11 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
12 referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
15 California State Department of Health Care Services, hereinafter  
16 referred to as STATE, which is incorporated herein by this  
17 reference, to serve as the Local Educational Consortium (LEC) for  
18 the Region 9 in accordance with the California Welfare and  
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to  
21 represent school districts and county offices located in Region 9,  
22 hereinafter referred to as LEA (Local Education Agency) to  
23 administer School-based Medi-Cal Administrative Activities (SMAA)  
24 described as Administrative Claiming process in the California  
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal  
6 Administrative Activities and wishes to participate in the School-  
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2015, and ending on June 30, 2016,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
14 amended as necessary to comply with all Federal, state  
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general  
17 funds or any other funds allowed under Federal law and  
18 regulation expended on the allowable "Program  
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of  
21 one hundred percent (100%) of the non-Federal cost of  
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures  
24 represent costs that are eligible for Federal financial  
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Study (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training  
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide Program technical  
17 assistance.
- 18 l. Review DISTRICT'S quarterly invoice documents for  
19 accuracy and completeness and request corrections if  
20 necessary.
- 21 m. Review corrected documents for compliance with rules and  
22 regulations; work with DISTRICT to resolve any  
23 outstanding matters that prevent SUPERINTENDENT'S  
24 certification of claim.
- 25 n. Code all SMAA RMTS moments and make available to the  
DISTRICT its RMTS results.



- 1 o. Provide DISTRICT access to STATE SMAA Appeal Process  
2 upon request.
- 3 p. Appeal DISTRICT decision or action through the STATE  
4 SMAA Appeal Process if necessary.
- 5 q. Review and submit the Random Moment Time Study (RMTS)  
6 quarterly invoice to the STATE on behalf of the DISTRICT  
7 and convey to the DISTRICT by warrant all funds received  
8 on behalf of DISTRICT from the STATE less any amount due  
9 the SUPERINTENDENT as defined in Section 5.0 of this  
10 AGREEMENT. No funds will be conveyed to DISTRICT for  
11 invoices that have been disallowed by the STATE.
- 12 r. Monitor compliance of DISTRICT with all Federal, STATE,  
13 and SUPERINTENDENT'S Program requirements.
- 14 s. Designate an employee to act as liaison to DISTRICT  
15 regarding issues relating to this AGREEMENT.

16 3.0 RESPONSIBILITIES OF DISTRICT.

- 17 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
18 amended as necessary to comply with all Federal, STATE  
19 and SUPERINTENDENT'S program requirements.
- 20 b. RMTS software platform may be accessed only by employees  
21 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
22 comply with the confidentiality and other requirements  
23 associated with use of the RMTS software platform.  
24 DISTRICT shall be responsible for any unauthorized use  
25 and understands that the DISTRICT may be held liable.

- 1 c. Quarterly assess SMAA claiming potential within the  
2 DISTRICT and determine which staff perform SMAA  
3 activities and will participate in the Random Moment  
4 Time Study (RMTS) and what direct charges, if  
5 applicable, will be claimed.
- 6 d. Certify to the SUPERINTENDENT and STATE the amount of  
7 DISTRICT'S general funds or any other funds allowed  
8 under Federal law and regulations expended on the  
9 allowable "Program activities".
- 10 e. Comply fully with all Title XIX Federal, STATE, and  
11 SUPERINTENDENT'S Program requirements.
- 12 f. Certify to SUPERINTENDENT and STATE the availability and  
13 expenditure, from allowable non-Federal funding sources,  
14 of one hundred percent (100%) of the cost of performing  
15 Program activities.
- 16 g. Certify to SUPERINTENDENT and STATE expenditures  
17 represent costs that are eligible for Federal financial  
18 participation for that fiscal year.
- 19 h. If subcontracting for certain administrative activities,  
20 provide SUPERINTENDENT with a copy of the DISTRICT'S  
21 contract with vendor. DISTRICT may include vendor's  
22 allowable costs on its invoice, to the extent that same  
23 tasks are not performed by the SUPERINTENDENT and with  
24 the understanding that the total vendor fees cannot  
25 exceed fifteen percent (15%).

- 1 i. Ensure that DISTRICT'S designated SMAA Coordinator  
2 attends quarterly Region 9 LEC SMAA Coordinators  
3 trainings and meetings.
- 4 j. Adhere to timelines established by the STATE and  
5 SUPERINTENDENT for completion of Program documentation  
6 (e.g., Program invoices, Random Moment Time Study (RMTS)  
7 Rosters, reports, etc.). Respond in a timely manner to  
8 all STATE and SUPERINTENDENT requests for information  
9 and documentation.
- 10 k. Respond to SUPERINTENDENT reviews with information and  
11 corrected documents upon request.
- 12 l. Work with SUPERINTENDENT to resolve any outstanding  
13 matters.
- 14 m. Appeal SUPERINTENDENT'S decision through the STATE  
15 SMAA LEA Appeal Process if necessary.
- 16 n. Complete quarterly Random Moment Time Study (RMTS), as  
17 required by the Centers for Medicare and Medicaid  
18 Services (CMS), to determine the amount of paid time  
19 spent on Program claimable activities.
- 20 o. DISTRICT will maintain a minimum response rate of  
21 eighty-five percent (85%) of the moments assigned per  
22 time study quarter. If DISTRICT is unable to maintain  
23 the required response rate, DISTRICT will have sanctions  
24 applied according to the School-based Medi-Cal  
25 Administrative Activities (SMAA) Manual.

1 p. Develop and maintain at the DISTRICT an Operational  
2 Plan/Audit File to include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Study (RMTS) Time Survey  
5 Participant (TSP) Roster Reports and other  
6 documentation, including validation of time  
7 survey participant attendance.
- 8 • Time certification and supporting documentation  
9 for direct charge staff.
- 10 • Position Descriptions/Duty Statements.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 q. Prepare and certify School-based MAA invoices in  
19 conformance with STATE requirements and timelines.

20 r. Provide SUPERINTENDENT with copies of SMAA invoice  
21 supporting documentation upon request.

22 s. DISTRICT agrees to maintain and preserve, documentation  
23 for a period of not less than five years after  
24 termination of Agreement Number 41737 and final payment  
25 from Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative,  
to have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT  
and to allow interviews of any employee who might  
reasonably have information related to such records.

1 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
2 dollars (\$10,000.00), DISTRICT shall agree and comply  
3 with the following terms and conditions:

4 1. Maintain books, records, documents, and other  
5 evidence, accounting procedures and practices,  
6 sufficient to properly reflect all direct and  
7 indirect costs of whatever nature claimed to  
8 have been incurred in the performance of this  
9 AGREEMENT, including any matching costs and  
10 expenses. The foregoing constitutes "records"  
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part  
13 thereof as may be engaged in the performance  
14 of this AGREEMENT and its records shall be  
15 subject at all reasonable times to inspection,  
16 audit, and reproduction.

17 3. The Department of Health Care Services (DHCS),  
18 the Department of General Services, the Bureau  
19 of State Audits, or their designated  
20 representatives including the Comptroller  
21 General of the United States shall have the  
22 right to review and to copy any records and  
23 supporting documentation pertaining to the  
24 performance of this AGREEMENT. DISTRICT agrees  
25 to allow the auditor(s) access to such records  
during normal business hours and to allow

1 interviews of any employees who might  
2 reasonably have information related to such  
3 records. Further, DISTRICT agrees to include a  
4 similar right of the STATE to audit records  
5 and interview staff related to performance of  
6 this AGREEMENT.

7 4. Preserve and make available its records (1)  
8 for a period of five (5) years from the date  
9 of final payment under this AGREEMENT, and (2)  
10 for such longer period, if any, as required by  
11 applicable statute, by any other provision of  
12 this AGREEMENT, or by subparagraphs (a) or (b)  
13 below:

14 (a) If this AGREEMENT is completely or  
15 partially terminated, the records  
16 relating to the work terminated shall be  
17 preserved and made available for a period  
18 of three (3) years from the date of  
19 resulting final settlement.

20 (b) If any litigation, claim, negotiation,  
21 audit, or other action involving the  
22 records has been started before the  
23 expiration of the three-year period, the  
24 records shall be retained until  
25 completion of the action and resolution  
of all issues which arise from it, or

1                   until the end of the regular three-year  
2                   period, whichever is later.

3           5.   DISTRICT shall comply with the above  
4           requirements and be aware of the penalties for  
5           violations of fraud and for obstruction of  
6           investigation as set forth in Public Contract  
7           Code §10115.10, if applicable.

8           6.   DISTRICT, may at its discretion, following  
9           receipt of final payment under this AGREEMENT,  
10          reduce its accounts, books and records related  
11          to this AGREEMENT to microfilm, computer disk,  
12          CD ROM, DVD, or their data storage medium.  
13          Upon request by an authorized representative  
14          to inspect, audit or obtain copies of said  
15          records, DISTRICT must supply or make  
16          available applicable devices, hardware, and/or  
17          software necessary to view, copy and/or print  
18          said records. Applicable devices may include,  
19          but are not limited to microfilm readers and  
20          microfilm printers, etc.

21          u.   The STATE, through any authorized representatives, has  
22          the right at all reasonable times to inspect or  
23          otherwise evaluate the work performed or being performed  
24          hereunder and the premises in which it is being  
25          performed. If any inspection or evaluation is made of  
            the premises of DISTRICT, DISTRICT shall provide all

1 reasonable facilities and assistance for the safety and  
2 convenience of the authorized representative in the  
3 performance of their duties. All inspections and  
4 evaluations shall be performed in such a manner as will  
5 not unduly delay the work.

6 v. In the event an invoice is revised or is disallowed by  
7 the STATE, agree to reimburse SUPERINTENDENT within  
8 thirty (30) days of receipt of an invoice from  
9 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to  
10 the STATE for DISTRICT'S revised or disallowed invoice.

11 w. Ensure no duplicative billings.

12 x. Hold SUPERINTENDENT harmless from any Federal  
13 disallowance of SMAA claim payments made to DISTRICT by  
14 the STATE.

15 y. Designate an employee to act as a liaison with  
16 SUPERINTENDENT to provide DISTRICT specific information  
17 relative to SMAA Program administration and fiscal  
18 issues.

19 z. Complete and return with the fully executed AGREEMENT,  
20 SUPERINTENDENT'S School-based Medi-Cal Administrative  
21 Activities (SMAA) District Information 2015/2016 form,  
22 Appendix "A", attached hereto and incorporated by  
23 reference herein.

24 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
25 DISTRICT'S responsibilities outlined in Section 3.0 of this  
AGREEMENT and after SUPERINTENDENT has received reimbursement from



1 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT  
2 shall convey to DISTRICT by warrant, all funds received on behalf of  
3 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
4 STATE as determined in Section 5.0 below. No funds will be conveyed  
5 to DISTRICT for invoices that have been revised or disallowed by the  
6 STATE or Federal. Payment to DISTRICT shall be made within forty-  
7 five (45) days of receipt and reconciliation of STATE funds by  
8 SUPERINTENDENT.

9 5.0 FEE SCHEDULE.

10 A. Annual STATE Participation Fee. DISTRICT will be responsible  
11 for DISTRICT'S share of the STATE Participation Fee, which is based  
12 on the STATE'S cost for administering the SMAA claiming process.  
13 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim  
14 reimbursement for DISTRICT'S share of the STATE Participation Fee  
15 increase.

16 B. DISTRICT will be responsible for DISTRICT'S share of the  
17 State RMTS Software Platform Fee, which is based on the DISTRICT'S  
18 actual cost of utilizing the State RMTS Software Platform through a  
19 third party administrator selected by the Region 9 LEC for the  
20 Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for  
21 DISTRICT'S share of the software platform fees.

22 C. SUPERINTENDENT'S Administrative Support Fees. After  
23 SUPERINTENDENT has received reimbursement from the STATE for  
24 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to  
25 DISTRICT an amount equal to the Federal share of cost received as  
reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less

1 four and one-half percent (4.5%) fee per quarterly claim which will  
2 be used to support SUPERINTENDENT'S SMAA administration. The  
3 four and one-half percent (4.5%) fee may be amended as necessary to  
4 support compliance with all Federal, STATE and SUPERINTENDENT'S  
5 program requirements.

6 D. The obligations of SUPERINTENDENT and DISTRICT under this  
7 AGREEMENT are contingent upon the availability of funds furnished by  
8 the United States Government and the State of California. In the  
9 event that such funding is terminated or reduced, this AGREEMENT may  
10 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal  
11 obligations hereunder shall be limited to a pro-rated amount of  
12 funding actually received by the SUPERINTENDENT and DISTRICT from  
13 the United States Government and the State of California under this  
14 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written  
15 notification of such termination. Notice shall be deemed given when  
16 received by the DISTRICT or no later than three (3) days after the  
17 day of mailing, whichever is sooner.

18 6.0 FEDERAL CLAIMING.

19 A. TITLE 31 - Money and Finance, Subtitle V - General  
20 Assistance Administration, Chapter 75 - Requirements for Single  
21 Audits, Section 7502 requires each pass through entity provide the  
22 sub-recipient program names and any identifying numbers from which  
23 such assistance is derived. The Catalog of Federal Domestic  
24 Assistance (CFDA) number for this Federal program is 93.778, Medical  
25 Assistance Program (Medi-Cal).

1 B. A "Vendor" means a dealer, distributor, merchant, or other  
2 seller providing goods or services that are required for the conduct  
3 of a Federal program. These goods or services may be for an  
4 organization's own use or for the use of beneficiaries of the  
5 Federal program. Additional guidance on distinguishing between a  
6 sub-recipient and a vendor is provided in OMB Circular A-133.

7 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
8 this AGREEMENT, shall be and act as an independent contractor.  
9 SUPERINTENDENT understands and agrees that he/she and all of his/her  
10 employees shall not be considered officers, employees or agents of  
11 the DISTRICT, and are not entitled to benefits of any kind or nature  
12 normally provided employees of the DISTRICT and/or to which  
13 DISTRICT'S employees are normally entitled, including, but not  
14 limited to, State Unemployment Compensation or Workers'  
15 Compensation. SUPERINTENDENT assumes full responsibility for the  
16 acts and/or omissions of his/her employees or agents as they relate  
17 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
18 shall assume full responsibility for payment of all Federal, STATE  
19 and local taxes or contributions, including unemployment insurance,  
20 social security and income taxes with respect to SUPERINTENDENT'S  
21 employees.

22 8.0 COPYRIGHT.

23 A. DISTRICT understands and agrees that all forms, plans, and  
24 related instructional materials developed by SUPERINTENDENT or  
25 DISTRICT under this AGREEMENT shall become the exclusive property of  
the Department of Health Care Services. The Department of Health

1 Care Services shall have all right, title and interest in said  
2 matters, including the right to secure and maintain the copyright,  
3 trademark and/or patent all forms and related instructional  
4 materials developed under this AGREEMENT.

5 9.0 HOLD HARMLESS.

6 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
7 harmless DISTRICT, its Governing Board, and its officers, agents,  
8 and employees from liability and claims of liability for bodily  
9 injury, personal injury, sickness, disease, or death of any person  
10 or persons, or damage to any property, real, personal, tangible or  
11 intangible, arising out of the negligent acts or omissions of  
12 employees, agents or officers of SUPERINTENDENT or the Orange County  
13 Board of Education during the term of this AGREEMENT.

14 B. DISTRICT hereby agrees to indemnify, defend, and hold  
15 harmless SUPERINTENDENT, the Orange County Board of Education, and  
16 its officers, agents, and employees from liability and claims of  
17 liability for bodily injury, personal injury, sickness, disease, or  
18 death of any person or persons, or damage to any property, real,  
19 personal, tangible or intangible, arising out of the negligent acts  
20 or omissions of employees, agents or officers of DISTRICT during the  
21 term of this AGREEMENT.

22 10.0 CONFIDENTIALITY.

23 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
24 of their respective records and information, governing the  
25 confidentiality of client or student information for Medi-Cal  
clients served under this AGREEMENT. Applicable laws include, but

1 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
2 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
3 California Code of Regulations Section 51009 and all applicable  
4 Federal and/or STATE laws or regulations as each may now exist or be  
5 hereafter amended. The confidentiality obligations contained in  
6 this section shall survive termination of this AGREEMENT.

7 B. DISTRICT understands and agrees to take all reasonable  
8 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
9 agents' proprietary data provided for purposes of this AGREEMENT  
10 hereinafter defined as data file specifications, related  
11 instructions, management reports, training materials, plans or other  
12 information relating to the performance of SUPERINTENDENT'S agents  
13 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
14 to this AGREEMENT. DISTRICT shall not during or after the term of  
15 this AGREEMENT, permit the copying, duplication, or use of any of  
16 SUPERINTENDENT'S agents' proprietary data by or to any person other  
17 than authorized employees, agents or representatives of DISTRICT.

18 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
19 to assure that the information supplied to SUPERINTENDENT hereunder  
20 shall be true, complete, and accurate in all respects. DISTRICT  
21 shall assume sole responsibility for the truth, completeness and  
22 accuracy of all information supplied to SUPERINTENDENT and agrees  
23 that SUPERINTENDENT shall have no responsibility or liability for  
24 the truth, completeness or accuracy of any information submitted by  
25 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify

1 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
4 for damages or losses to DISTRICT employees, agents, independent  
5 contractors or students relating to lost medical services or lost  
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
7 any sums DISTRICT does not obtain in reimbursement from the STATE,  
8 or for any incidental, indirect, special or consequential damages to  
9 DISTRICT arising from the denial of any request for reimbursement  
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
12 AGREEMENT shall not be assigned by the DISTRICT without prior  
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
15 must meet the approval of the DISTRICT and shall be subject to the  
16 DISTRICT'S general right of inspection to secure the satisfactory  
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
18 with all Federal, STATE and local laws, rules, regulations and  
19 ordinances that are now or may in the future become applicable to  
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
21 operations covered by this AGREEMENT or accruing out of the  
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
24 shall complete and return with the fully executed AGREEMENT the  
25 Certification Regarding Lobbying form, Appendix "B", attached hereto  
and incorporated by reference herein, that the DISTRICT has not

1 made, and will not make, any payment prohibited by Item 1 of the  
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and  
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for  
7 debarment, declared ineligible, or voluntarily excluded by any  
8 federal department or agency;

9 b. Has not within a three-year period preceding this  
10 AGREEMENT been convicted of or had a civil judgement rendered  
11 against them for commission of fraud or a criminal offense in  
12 connection with obtaining, attempting to obtain, or performing a  
13 public (Federal, STATE or local) transaction or contract under a  
14 public transaction; violation of Federal or STATE antitrust statutes  
15 or commission of embezzlement, theft, forgery, bribery,  
16 falsification or destruction of records, making false statements, or  
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or  
19 civilly charged by a government entity (Federal, STATE or local)  
20 with commission of any of the offenses enumerated in Section 16.0(b)  
21 herein; and

22 d. Has not within a three-year period preceding this  
23 AGREEMENT had one or more public transactions (Federal, STATE or  
24 local) terminated for cause or default.  
25

1 e. The terms and definitions herein have the meanings set  
2 out in the Definitions and Coverage sections of the rules  
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements  
5 in this certification, DISTRICT shall submit an explanation to  
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in  
8 addition to other remedies available to the Federal Government, the  
9 Department of Health Care Services (DHCS) may terminate this  
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
13 employ any unlawful discriminatory practices in employment of  
14 personnel or in any other respect on the basis of sex, race, color,  
15 ethnicity, national origin, ancestry, religion, age, marital status,  
16 medical condition, sexual orientation, physical or mental disability  
17 or any other protected group in accordance with the requirements of  
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,  
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
21 use of any tobacco products are prohibited in buildings and  
22 vehicles, and on any property owned, leased or contracted for by the  
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
24 to abide with conditions of this policy could result in the  
25 termination of this AGREEMENT.



1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
2 or without cause, terminate this AGREEMENT with the giving of thirty  
3 (30) days prior written notice to the other party. However, once  
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
5 of Health Care Services (DHCS), according to the School-based Medi-  
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this  
9 AGREEMENT by either party to the other shall be in writing and given  
10 either by: (a) personal service or (b) by U.S. Mail, mailed either  
11 by registered or certified mail, return receipt requested, with  
12 postage prepaid. Service shall be considered given when received if  
13 personally served or if mailed on the third day after deposit in any  
14 U.S. Post Office. The address to which notices or demands may be  
15 given by either party may be changed by written notice given in  
16 accordance with the notice provisions of this section. As of the  
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: Santa Ana Unified School District  
19 1629 S. Center Street  
20 Santa Ana, CA California 92704  
21 Attn: Diane Rey

22 SUPERINTENDENT: Orange County Superintendent of Schools  
23 200 Kalmus Drive  
24 Costa Mesa, California 92626  
25 Attn: Patricia McCaughey

26 21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
27 redress for violation of, or to insist upon, the strict performance  
28 of any term or condition of this AGREEMENT shall not be deemed a  
29 waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such  
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this  
4 AGREEMENT is held by a court of competent jurisdiction to be  
5 invalid, void, or unenforceable, the remaining provisions will  
6 nevertheless continue in full force and effect, and shall not be  
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
9 shall be governed by the laws of the State of California with venue  
10 in Orange County, California.

11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
12 attached hereto constitute the entire agreement among the Parties to  
13 it and supercedes any prior or contemporaneous understanding or  
14 agreement with respect to the services contemplated, and may be  
15 amended only by a written amendment executed by both Parties to the  
16 AGREEMENT.

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21 [THIS SECTION INTENTIONALLY LEFT BLANK]  
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SANTA ANA UNIFIED  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:   
Authorized Signature

PRINTED NAME: Stefanie P. Phillips, Ed.D PRINTED NAME: Patricia McCaughey

TITLE: Deputy Superintendent,  
Operations, CBO

TITLE: Coordinator

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

DATE: May 6, 2015

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

SAUSD(41737)-MAA(2015-2016)  
ZIP4/GF

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: Santa Ana Unified School District

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: Stefanie P. Phillips, Ed.D

TITLE: Deputy Superintendent, Operations, CBO

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

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Consultant Agreement with Buck Institute of Education for 2015-16 School Year

**ITEM:** Consent

**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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement with Buck Institute of Education (BIE) for 2015-16 school year to provide a systemic implementation of projects based learning.

**RATIONALE:**

Systemic implementation begins by creating a flexible three-year plan, designed collaboratively by senior BIE staff prior to the scheduling of services. This involves a full-day onsite planning session with all senior members of the district leadership team. There is the use of proprietary 4-D model to design a plan that has as its goal the sustainable implementation of Project Based Learning, taking into account the needs of all stakeholders. The plan is revised on semi-annuals basis to ensure goals remain achievable.

Teachers will be provided PBL 101 which is BIE's foundational PBL workshop. It provides attendees with the skills and knowledge needed to design, assess and manage a rigorous, relevant, and standards-based project. The workshop, facilitated by one of BIE's expert National Faculty, is a balanced blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback. Participants in our 101 workshops are actively engaged in project design, with the expectation that every teacher or teaching team will generate a completed project planning form that receives formative feedback from both participants and BIE National Faculty. All participants (limited to 35 per workshop) receive a free copy of BIE's highly regarded PBL 101 Workbook.

**FUNDING:**

S.D. Bechtel Grant: \$134,648

**RECOMMENDATION:**

Approve the consultant agreement with Buck Institute of Education for 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 **Buck Institute for 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: Per the Attached Scope of Work Proposal, Consultant will provide systemic implementation by creating a flexible three-year plan, designed collaboratively by senior BIE staff prior to the scheduling of services. This involves a full-day onsite planning session with all senior members of the district leadership team. There is the use of proprietary 4-D model to design a plan that has as its goal the sustainable implementation of Project Based Learning, taking into account the needs of all stakeholders. The plan is revised on semi-annuals basis to ensure goals remain achievable. Teachers will be provided PBL 101 which is BIE’s foundational PBL workshop. It provides attendees with the skills and knowledge needed to design, assess and manage a rigorous, relevant, and standards-based project. The workshop, facilitated by one of BIE’s expert National Faculty, is a balanced blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback. Participants in our 101 workshops are actively engaged in project design, with the expectation that every teacher or teaching team will generate a completed project planning form that receives formative feedback from both participants and BIE National Faculty. All participants (limited to 35 per workshop) receive a free copy of BIE’s highly regarded PBL 101 Workbook.**

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 **\$134,648** and per attached Scope of Work 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:

**Buck Institute for Education**  
**18 Commercial Blvd**  
**Novato, CA 94949**

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

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

This AGREEMENT is entered into this **1st Day of July 2015**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Stefanie P. Phillips, Ed. D.

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

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

Deputy Superintendent, Operations, CBO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6/23/2015

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

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

**Buck Institute for Education  
SAMPLE SCOPE OF WORK PROPOSAL**

School Year 2015-2016

<b>BIE Provided Services</b>	<b>Timeline</b>	<b>District Participants</b>	<b>BIE Participants</b>	<b>Duration</b>	<b>Amount</b>	<b>Item Cost</b>	<b>Total Cost</b>
<b>Teacher Development</b>							
PBL 101 professional development workshops (Duration: 3 days)	2015 - 2016	Maximum 35 per workshop	1 BIE National Faculty per workshop	3 days	3 Workshops	\$10,500/ workshop	\$31,500
PBL onsite sustained support for workshop participants	Fall, 2015	To be determined	1 National Faculty Member	2, 2-day visits	2 Support Visits: Fall Semester	\$8,200 per 2 day visit	\$16,400
PBL onsite sustained support for workshop participants	Spring, 2016	To be determined	1 National Faculty Member	2, 2-day visits	2 Support Visits: Spring Semester	\$8,200 per 2 day visit	\$16,400
<b>Leadership Development</b>							
PBL Leadership Development Program	2015 - 2016	Maximum 50 per workshop	1 BIE Staff	1 day	2 Workshops	\$5,050/ per workshop	\$10,100
<b>Organizational Development</b>							
Systemic Implementation Planning	Fall, 2015	Senior District Staff	2 BIE Staff	1 day	1	\$7,000	\$7,000
PBL Sustainability Program: Workshop Facilitator	Fall, 2015	2 District staff	1 BIE National Faculty	Fall, 2015	N/A	\$3,750/ participant	\$7,500
PBL Sustainability Program: PBL Coach	Spring, 2016	5 Santa Ana staff	1 BIE National Faculty	Online	8 weeks	\$3,750/ participant	\$18,750
PBL District Leadership Support and Services Coordination	2015 - 2016	District PBL Implementation Team	1 BIE Systemic Partnership Coach	Not Applicable	1.0 days/month	\$1,575/day +%15 of services	\$33,998
<b>School Year 2015-2016 Total</b>							<b>\$134,648</b>

\*District may choose to add additional services for the following additional fees during the 2015 – 2016 fiscal year:

- PBL 101 workshop: \$10,500
- SSV: 1 day: \$5,700, each additional consecutive day: \$2,500
- PBL Sustainability Program: PBL Workshop Facilitation \$3,750 / participant
- PBL Sustainability Program: PBL Coach: \$3,750 / participant

**Buck Institute for Education**  
**SAMPLE SCOPE OF WORK PROPOSAL**

**PBL 101**

This is BIE’s foundational PBL workshop. It provides attendees with the skills and knowledge needed to design, assess and manage a rigorous, relevant, and standards-based project. The workshop, facilitated by one of BIE’s expert National Faculty, is a balanced blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback. Participants in our 101 workshop are actively engaged in project design, with the expectation that every teacher or teaching team will generate a completed project planning form that receives formative feedback from both participants and BIE National Faculty. All participants (limited to 35 per workshop) receive a free copy of BIE’s highly regarded PBL 101 Workbook.

**Onsite PBL sustained support for teachers**

Sustained Support Visits are spaced throughout the school year following PBL 101 workshop participation, and are based on school need. BIE conducts a survey of participating teachers and administrators and uses that data to suggest topics from our menu of support modules. These modules, 1-3 hours in length, are delivered by our most experienced National Faculty members. Topics include formative assessment, standards-based rubrics, instructional rounds, analysis of student work, individualized coaching etc. Research has shown that the impact of Professional Development Workshops is strongly increased when followed by job-embedded support and coaching. Because of this, BIE no longer offers PBL 101 PD Workshops without accompanying sustained support.

**PBL Leadership Development Program**

Upon completion of the Leadership Development Program, leaders will be equipped with the skills, strategies, and resources to lead their schools through the process of embracing project-based learning. Organized into **modules**, this professional learning series is intended to provide leaders with protocols, action plans, video samples, case studies, school schedules, and a forum to ask questions and share best practices. The modules are placed in a suggested sequence with the intention of building increasingly deeper understandings of PBL Leadership.

**Systemic Implementation Planning**

Systemic implementation begins by creating a flexible three-year plan, designed collaboratively by senior BIE staff prior to the scheduling of services. This involves a full-day onsite planning session with all senior members of the district leadership team. We use our proprietary 4-D model to design a plan that has as its goal the sustainable implementation of Project Based Learning, taking into account the needs of all stakeholders. BIE generates the plan and related budget and submits it for partner approval. The plan is revised on semi-annual basis to ensure goals remain achievable.

**PBL Sustainability Program: Workshop Facilitation**

The PBL sustainability program is intended to build clients’ organizational capacity to take the place of BIE National Faculty, and prepare their own teachers to be effective using PBL. The PBL Sustainability Program: Workshop Facilitator is a structured apprenticeship built around delivering the PBL 101 workshop in an effective and engaging manner. Every Workshop Facilitator candidate, chosen by the partner, is assigned one or more National Faculty members to guide him or her through the program. Graduates of the program continue to receive access to and training on BIE’s latest tools and techniques for the duration of the partnership.

**Buck Institute for Education**  
**SAMPLE SCOPE OF WORK PROPOSAL**

**PBL Sustainability Program: PBL Coach**

The PBL Coaching course is a eight-week online course designed to support educators who provide PBL instructional coaching or leadership in their schools or districts. It is expected that participants have already successfully completed a PBL 101 workshop and are innovative educators willing to collaborate with a teacher implementing PBL. Through a series of video samples, case studies, readings, and journaling, participants will gain skills, strategies, and resources to help with project design, management, assessment, and implementation, as well as the skills and resources needed to help support teachers and leaders implement PBL. Participation is asynchronous and includes discussion boards, a reflective journal, and a forum to ask questions and share best practices.

**PBL District Leadership Support and Services Coordination**

BIE assigns a senior staff member to function as the contact person and manager of BIE services provided to a district and outlined in the district implementation plan. The BIE Systemic Partnership Coach provides onsite and virtual leadership support, schedules BIE staff and National Faculty, arranges logistics for BIE professional development events, reviews/creates budgets, generates reports, meets weekly (by phone) with the district PBL liaison, supports the PBL Steering Committee, customizes service components, etc. The BIE Systemic Partnership Coaches are drawn from the most experienced PBL leaders in our organization and put a friendly face on BIE's interactions with our district partners.



## PBL Coaching Course Overview

### ***Course Description:***

This eight week online course is designed to support educators who provide PBL instructional coaching or leadership in their schools or districts. It is expected that participants have already successfully completed a PBL 101 workshop and are familiar with PBL. Through a series of video samples, case studies, readings, and journaling, participants will gain skills, strategies, and resources to help with project design, management, assessment, and implementation, as well as the skills and resources needed to help support teachers and leaders implement PBL. Participation is asynchronous and includes discussion boards, a reflective journal, and a forum to ask questions and share best practices.

### ***Program Outcomes:***

PBL Coaches will...

- Develop a professional, supportive, and reflective relationship with each participating teacher
- Develop a partnership with system leaders
- Facilitate a set of protocols that embody the Professional Learning Loop (PLL)
- Support continuous improvement through the use of reflective practice
- Use evidence to continually support improved project implementation
- Differentiate services provided based on evidence, experience, and context
- Access, recommend, and adapt problem-solving strategies and examples that help with project design, management, and assessment.

### ***Participation:***

- Participants will read short articles and excerpts, watch brief videos, respond to discussion prompts in a forum (all participants and facilitator), respond to prompts in a reflective journal (participant and facilitator only), and create a coaching action plan.
- Participants can expect to spend approximately 2-3 hours each week on the coursework.
- Participants will receive ongoing feedback from a BIE National Faculty facilitator.
- Four optional on-site meeting agendas will be provided to participants. Participants completing the course with colleagues from their school or district are encouraged to participate in these on-site meetings to plan for how they will utilize their coaching skills and support PBL efforts beyond the duration of the course.

### ***Deliverable:***

- Written Responses to Case Studies
- Reflective Journal on Coaching and Partnership Principles
- Coaching Action Plan





### PBL Leadership Series

Upon completion of the Leadership Series, leaders will be equipped with the skills, strategies, and resources to lead their schools through the process of embracing project-based learning. Organized into **modules**, the Leadership Series is intended to provide leaders with protocols, action plans, video samples, case studies, school schedules, and a forum to ask questions and share best practices. The modules are placed in a suggested sequence with the intention of building increasingly deeper understandings of PBL Leadership.

<b>Module</b>	<b>Time Frame</b>	<b>Outcomes: By the end of the Module, leaders will be able to:</b>
<b>Module 1:</b> Why PBL for Leaders	Full day	<ul style="list-style-type: none"> <li>• Define and give a rationale for the 8 Essential Elements of PBL</li> <li>• Summarize and describe their role and responsibilities in the District's PBL Implementation Plan</li> <li>• Articulate the best case scenario for PBL at their site in 5 years</li> <li>• Explain "Why PBL?" to their stakeholders</li> </ul>
<b>Module 2:</b> PBL Vision	Full Day	<ul style="list-style-type: none"> <li>• Identify 21 Leadership Responsibilities</li> <li>• Describe the 8EE in the context of leadership</li> <li>• Describe the 21LR that they have successfully leveraged</li> <li>• Develop a Driving Question for PBL Staff Development</li> <li>• Prioritize the 21 LR needed for personal growth</li> </ul>
<b>Module 3:</b> Leveraging a Shared Leadership Approach	Half Day	<ul style="list-style-type: none"> <li>• Analyze current conditions to determine the core aims for PBL at your site</li> <li>• Understand the 21 Leadership Responsibilities that support second order changes</li> <li>• Strategically plan to leverage a shared leadership approach to address 2nd order change</li> </ul>

<b>Module 4:</b> PLL	Half Day	<ul style="list-style-type: none"> <li>• <i>Facilitate a Critical Friends protocol in order to co-construct ideals of high quality project design with staff</i></li> <li>• <i>Facilitate a “Looking at Student Work” protocol in order to use student work as data sets for continuous improvement,</i></li> <li>• <i>Facilitate a Post Project Reflection protocol in order to encourage the continuous improvement of PBL</i></li> <li>• <i>Prepare your site to effectively engage in the protocols</i></li> </ul>
<b>Module 5:</b> PBL Culture	Half Day	<ul style="list-style-type: none"> <li>• <i>Identify the human/social resources and structural conditions that will support the development of a strong PBL culture</i></li> <li>• <i>Determine steps to improve the current state of the culture for PBL</i></li> <li>• <i>Describe an agreed upon “BEST EXAMPLE” of the deprivatization of practice for PBL</i></li> <li>• <i>Launch successful PBL Peer Learning Walks</i></li> </ul>
<b>Module 6:</b> PBL Instructional Coaching	Half Day	<ul style="list-style-type: none"> <li>• <i>Identify the key actions needed to effectively observe PBL teachers</i></li> <li>• <i>Identify the key actions needed to effectively give growth producing feedback</i></li> <li>• <i>Assess and offer feedback to teachers about their project design and implementation</i></li> </ul>
<b>Module 7:</b> PBL Site Based Implementation Planning	Half Day	<ul style="list-style-type: none"> <li>• <i>Plan how to develop PBL culture at their site; outline in your site implementation plan</i></li> <li>• <i>Outline key PBL coaching actions needed to establish a PBL Coaching culture</i></li> </ul>
<b>Module 8:</b> Instructional Rounds	Half Day	<ul style="list-style-type: none"> <li>• <i>Describe the structures of Instructional Rounds</i></li> <li>• <i>Set the stage for Instructional Rounds with a Theory of Action</i></li> <li>• <i>Plan Instructional Rounds for their site</i></li> <li>• <i>Conduct Instructional Rounds at their site</i></li> </ul>

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Software and Support Agreement between Santa Ana Unified School District and Illuminate Education, Inc., for the Period of July 1, 2015 Through June 30, 2016**

**ITEM:**                   **Consent**

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

**PREPARED BY:**   **Tran Keys, Ph.D., Executive Director of Research and Evaluation**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the Software and Support agreement between Santa Ana Unified School District and Illuminate Education, Inc., for the period of July 1, 2015 through June 30, 2016. Illuminate took the place of Data Director after being awarded a contract on October 25, 2011.

**RATIONALE:**

The Illuminate Data and Assessment Management System (DnA) provides reporting tools and graphs that simplify the data analysis process. At the same time, DnA is flexible and powerful enough for users to build custom reports that were not possible (or too cumbersome) using previous systems.

This agreement will further support the District's LCAP goal: 2.8: "Provide professional development for teachers in implementation of the new State standards and technology integration strategies."

**FUNDING:**

General Fund: \$210,552.00 yearly

**RECOMMENDATION:**

Approve the Software and Support agreement between Santa Ana Unified School District and Illuminate Education, Inc., for the period of July 1, 2015 through June 30, 2016.

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (“*Agreement*”) is entered into effective as of July 1, 2015 (“*Effective Date*”) by and between Illuminate Education, Inc., a California corporation (“*Illuminate*”), and Santa Ana Unified School District (“*District*”).

### RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System (the “*Software*”);

WHEREAS, Illuminate also has licensed from a third party the right to make available in conjunction with the Software for automated grading of multiple choice exams (“*Grading Software*”); and

WHEREAS, District desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

### AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **June 30, 2016** (“*Initial Term*”). This Agreement shall thereafter automatically renew for additional successive one year periods unless written notice of non-renewal is given by either party to the other at least 60 days prior to the end of the then-current term (each a “*Renewal Term*” and together with the Initial Term, the “*Term*”), unless sooner terminated as provided herein.

2. License of Software to District; Third Party Services.

(a) License. Subject to the terms of this Agreement, Illuminate hereby grants to District a limited, non-exclusive, non-sublicensable and non-transferrable license for District employees, students and their parents or guardians (collectively, “*District Users*”) to use the Software during the Term with respect to each of the District locations listed on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District locations. The District Users may not use the Software other than with respect to the locations set forth on Exhibit A or for other than District operations. District is responsible for the actions of all District Users, for ensuring that only authorized District Users are provided access to the Software, and that access of District Users authorized by the District is limited to that portion of the Software and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement.

(b) Third Party Services. Illuminate has entered into an agreement with a third party that permits it to authorize the District Users to download from such third party's servers, or otherwise access, and use, through the Software, the Grading Software, subject to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the third party to authorize District to use the Grading Software in connection with the Software, it will enable the Software to allow District Users to do so. In the event that Illuminate ceases to have such right, or the third party dissolves or otherwise ceases to make such product available to Illuminate, Illuminate will work with District to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to District. If Illuminate is unable to find or obtain the right to provide an alternative product on such terms, District's sole remedy will be a reduction in the Annual License Fee under Section 3(a) and 3(b) by \$1.00 per student. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of the Grading Software (or any alternative product) and will have no liability with respect thereto.

3. Annual Software License Fee. District agrees to pay to Illuminate an annual license fee (the "**Annual License Fee**") for use of the Software and applicable third party services as set forth below.

(a) Initial School Year. A fee for the initial school year beginning **July 1, 2015** and continuing through **June 30, 2016** consisting of \$4.00 per student for use of the Software and the Grading Software.

(b) Student Count. The parties agree that the number of students to be used in calculating the Annual License Fee for each school year (the "**Student Count**") shall be determined as follows:

(i) for the initial school year, the Student Count shall be the number of students during the preceding school year based upon **CBED's** at schools in the District that will be using or are authorized to use the Software; and

By way of example, the estimated Annual License Fees for the Initial Term assuming no change in cost of living and a Student Count of **52,638** would be as follows:

<b>Product/School Year</b>	<b>Fee Structure</b>	<b>Estimate of Annual License Fee</b>
Software and Grading Software, July 1, 2015 – June 30, 2016	\$4.00 per student 52,638 students	\$210,552

(c) Renewal School Years. A fee per student (calculated based on Student Count) for each school year after the Initial Term equal to that generally charged by Illuminate to school districts at the time of renewal.

(d) Payment. The Annual License Fee for each school year shall be paid by District within 30 days of receipt of an invoice from Illuminate.

(e) Failure to Make Payment. In the event District fails to pay the Annual License Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon notice from Illuminate, District agrees to immediately cease, and to cause District Users to cease, using the Software and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

(f) Taxes. The fees in this Section 3 and in Section 5 below do not include sales, use or similar taxes which may be applicable. District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of Software; Third Party Materials. Illuminate and its licensors are and will remain the exclusive owners of all right, title and interest in and to the Software and all derivative works, and in the materials licensed by Illuminate from third parties ("**Third Party Materials**"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Illuminate pursuant to this Agreement ("**Specific Developments**"). District will have no rights in the Software, any derivative works, the Specific Developments or Third Party Materials, except the license and related rights expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the Software or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or Third Party Materials or (iii) create derivative works based upon the Software or Third Party Materials.

5. Software Implementation, Data Conversion, Hosting and Training Services. Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of District employees on the use of the Software as follows:

(a) Hosting. The Software and District's data will be hosted on Illuminate's servers (included in the Annual License Fee).

(b) Importing of Data. Illuminate will assist District with importing District's data into the Software within 45 business days after Illuminate is provided reasonable access to usable District Data.

(c) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development shall be at a rate of **\$120** per hour. Training after initial training is

exhausted will be at a rate of **\$1,500** per day for on-site training and **\$500** per day for on-line training. Fees for such services shall be due and payable within 30 days of receipt of an invoice from Illuminate.

6. Ownership and Control of District Data. District will retain ownership of, and the ability to control, all District data imported into the Software (“***District Data***”). District Data includes pupil records, as defined in California Education Code §49073.1(d)(5) (“***Pupil Records***”). Illuminate may, however, use and disclose to third parties District Data that has been anonymized or de-identified. Upon the termination of this Agreement, to the extent District Data resides on Illuminate servers, Illuminate agrees to assist in the transfer all District Data back to District in an industry standard open format such as SQL at no charge.

7. Responsibilities of District. District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support. Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the Software; telephone and e-mail support for questions regarding operations of the Software; change the Software as necessary to incorporate upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to District. Illuminate is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the Software or databases by District or District Users, unless such modification or alteration is approved in writing by Illuminate, or (b) any failure of District or District Users equipment or software.

9. Confidentiality.

(a) Confidential Information Defined. Each party (the “***Disclosing Party***”) may from time to time during the Term disclose to the other party (the “***Receiving Party***”) certain information regarding the Disclosing Party’s business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information (“***Confidential Information***”). The Software, Third Party Materials and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will be considered Confidential Information of Illuminate. District Data will be considered Confidential Information of District.

(b) Protection of Confidential Information. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. District acknowledges that the Software is maintained as a trade secret by Illuminate, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those District Users required to have access in order to fulfill the purposes of this Agreement. Illuminate acknowledges that Pupil Records must be protected and will take all legally required actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of Pupil Records.

(c) Exceptions. The Receiving Party's obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. In addition to Illuminate's obligations under Section 6, promptly upon the written request of the Disclosing Party following termination of this Agreement, the Receiving Party will either, at Disclosing Party's option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and certify in writing that it has fully complied with its obligations under this Section.

(e) Use of Confidential Information. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose prohibited by law or other than as required or reasonably contemplated by this Agreement. Illuminate further agrees it will not use any personally identifiable information in District Data to engage in or facilitate targeted advertising.

(f) Injunctive Relief. Because monetary damages may not be sufficient to remedy a violation of the provisions of this section, a Disclosing Party shall be entitled, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, to seek whatever injunctive or other equitable relief it may deem appropriate.

#### 10. Privacy and Collection of District Data.

(a) Compliance with Law. Each of Illuminate and District represents and warrants that it, and its officials, agents, employees and subcontractors is familiar with the provisions of the Family Educational Rights and Privacy Act ("**FERPA**") and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized acquisition or release of student education records occurs, each party agrees to advise the other promptly upon discovery of such unauthorized acquisition or release and, if required by law, District will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release.



(b) Sharing of District Data. Illuminate will not share District Data, except to the extent it has been anonymized or de-identified, with or disclose it to any third party, except (i) as directed by District or District Users, (ii) to District Users as contemplated by this Agreement, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it shall promptly notify the District prior to the disclosure and give the District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Right to Correct. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's education records and correct erroneous information by serving a written request for access or description of the erroneous information and written request for correction upon District and furnishing District, upon request, such information as is reasonably requested to respond to the request. District is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with District to make such corrections.

(e) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

11. Illuminate Warranty.

(a) Software Warranty. Illuminate warrants to District that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty are limited to providing District with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. To the extent permitted under applicable law, District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of District or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance. Illuminate agrees to carry a comprehensive general and automobile liability insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Termination.

(a) Termination by District. District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 2(b), 4, 6, 9, 10, 11, 12, 14 and 15 and any obligations to pay for license fees, services, training or taxes pursuant to Sections 3 or 5 that were earned or payable relating to the period prior to termination.

15. Miscellaneous.

(a) Entire Agreement; Counterparts. This Agreement and the Exhibits hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education, Inc.  
47 Discovery, Suite 100  
Irvine, California 92618  
Attention: Lane Rankin, President  
E-mail: [LRankin@IlluminateED.com](mailto:LRankin@IlluminateED.com)

If to District:

Santa Ana Unified School District  
1601 East Chestnut Ave.  
Santa Ana, CA 92701  
Attention: Emily Wolk  
E-mail: [emily.wolk@sausd.us](mailto:emily.wolk@sausd.us)

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) Limitation of Liability. In no event will either party be liable to the other party or to any third party for any incidental, special, indirect, exemplary, punitive or consequential damages arising out of or relating to this Agreement, including any damages for business interruption, loss of use, or lost or damaged data, whether arising out of breach of contract, tort (including negligence) or otherwise, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party’s aggregate liability arising out of or relating to this Agreement for any damages, costs, judgments, expenses or loss resulting from any claims, demands, or actions arising out of or relating to this Agreement (including indemnification) will not exceed the fees paid or due payable by District to Illuminate during the preceding twelve months pursuant to this Agreement.

(k) Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(l) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**ILLUMINATE EDUCATION, INC.**

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

By: \_\_\_\_\_  
Lane Rankin, President

**SANTA ANA UNIFIED SCHOOL DISTRICT**

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

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

Its: \_\_\_\_\_

## EXHIBIT A

### DISTRICT LOCATIONS

#### District Schools

1. Abraham Lincoln Elementary
2. Adams Elementary
3. Andrew Jackson Elementary
4. Carl Harvey Elementary
5. Century High
6. Cesar E. Chavez High
7. Community Day Intermediate And High
8. Diamond Elementary
9. Douglas Macarthur Fundamental Intermediate
10. Franklin Elementary
11. Frederick Remington Elementary
12. Fremont Elementary
13. Garfield Elementary
14. George Washington Carver Elementary
15. Gerald P. Carr Intermediate
16. Gonzalo Felicitas Mendez Fundamental Intermediate
17. Greenville Fundamental Elementary
18. Hector G. Godinez
19. Heroes Elementary
20. Hoover Elementary
21. Jefferson Elementary
22. Jim Thorpe Fundamental
23. John F. Kennedy Elementary
24. John Muir Fundamental Elementary
25. Jose Sepulveda Elementary
26. Julia C. Lathrop Intermediate
27. Lorin Griset Academy
28. Lowell Elementary
29. Lydia Romero-Cruz Elementary
30. Madison Elementary
31. Manuel Esqueda Elementary
32. Martin Elementary
33. Martin Luther King Jr. Elementary
34. Martin R. Heninger Elementary
35. Mcfadden Intermediate
36. Middle College High
37. Monroe Elementary
38. Monte Vista Elementary
39. District Non-Public Non-Sectarian Schools

40. Pio Pico Elementary
41. Raymond A. Villa Fundamental Intermediate
42. Saddleback High
43. Santa Ana High
44. Santiago Elementary
45. Segerstrom High
46. Sierra Preparatory Academy
47. Spurgeon Intermediate
48. Taft Elementary
49. Theodore Roosevelt Elementary
50. Thomas A. Edison Elementary
51. Valley High
52. Walker Elementary
53. Wallace R. Davis Elementary
54. Washington Elementary
55. Willard Intermediate
56. Wilson Elementary





**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Authorization to Approve Contract with Schoolwires, Inc. for Web Hosting Services Districtwide for Period of July 1, 2015 through June 30, 2018

**ITEM:** Consent

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

**PREPARED BY:** Ricardo Enz, Director of Technology Innovation Services

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**BACKGROUND INFORMATION:**

Schoolwires Centricity2 web hosting services will provide the Santa Ana Unified School District (SAUSD) with built-in tools and features to help our staff, students, parents and key stakeholders engage the District and school site web pages. Schoolwires Centricity2 comes equipped with Web 2.0 tools, a parent portal and personal dashboard, blog and survey tools, and mobile capabilities to help staff, students, parents and key stakeholders connect with the people, information and services provided to achieve the district goals. Schoolwires combine their professional experiences and skills with the K-12 community knowledge to lend support to SAUSD.

Schoolwires Centricity2 makes it possible to engage all the members of th community with group management capabilities, mobile device support, a suite of Web 2.0 tools, and a personal portal where teachers, students and parents can choose and instantly access the information they want most. The continued use of Schoolwires Centricity2 extends the contract agreement and qualifies SAUSD for the Schoolwires Client Loyalty Program. Client Loyalty Program participants enjoy no price increase on the annual software or services. Schoolwires and SAUSD has partnered for the past three years by providing a communications hub that helps connect people, information and services with our staff, students, and parents.

**RATIONALE:**

The purpose of this agenda item is to seek Board authorization to approve a contract agreement with Schoolwires, Inc. for web hosting service Districtwide for the period of July 1, 2015 through June 30, 2018. Schoolwires will provide web hosting service for SAUSD and school websites.

LCAP goal 2.7: "Increase access to technology that is available to students at school and at home." LCAP goal 3.4: "Support school and district operations to create welcoming and productive school environments."

**FUNDING:**

General Fund: \$57,950 per year

**RECOMMENDATION:**

Authorize staff to approve the contract with Schoolwires, Inc. for web hosting services Districtwide for the period of July 1, 2015 through June 30, 2018.

DH:RE:lr



# Master Agreement

## Schoolwires, Inc.

330 Innovation Blvd., Suite 301, State College, PA 16803  
 Phone: 814-689-1046 Fax 866-891-8612  
 www.schoolwires.com

<b>District/Entity ("CLIENT") Name:</b> Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701-6322 Customer ID [CA01000471]	<b>Account Tier:</b> Tier 6 (51 - 75 schools) <b>Initial Term of Agreement:</b> 36 Months <b>Subsidized by Champions of Education Program? Yes</b> <b>Start Date:</b> 07/01/2015 <b>Expiration Date*:</b> 06/30/2018
---	--

\* Master Agreement is subject to renewal in accordance with the relevant provisions of the Schoolwires Standard Terms and Conditions.

### Fees and Payment Terms

Schoolwires, Inc. ("Schoolwires") will provide Client with the Licensed Software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement (the "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B. An invoice for the Initial Term will be issued upon receipt of the signed Master Agreement. Invoices are payable net 30 days from date of invoice unless otherwise specified. Invoicing procedures, payment terms, fees, limitations to increases in annual fees for renewal periods and other such specifics are governed by the relevant provisions of the Schoolwires Master Agreement Standard Terms and Conditions ("Standard Terms and Conditions").

### Client Accounts Payable Information

Is a PO Number Required? (Y/N) _____ PO Number: _____	Contact Name: _____ Contact Telephone Number: _____
--	--

### Terms and Conditions

This Agreement includes the Exhibits which are attached hereto (as listed below) and is subject to the Incorporated Contract Documents (as listed below), each of which sets forth additional terms of this Agreement. If terms of this Agreement conflict with any Incorporated Contract Document, then this Agreement shall control.

### Incorporated Contract Documents

Standard Terms and Conditions, Terms of Use and Privacy Policy which can be found at <http://help.schoolwires.com/welcome>.  
 Champions of Education Underwriting Program which can be found at <http://help.schoolwires.com/championsofeducation>.  
 Centricity Supplement, End-User Technical Requirements, Support Packages and Essential Package which can be found at <http://help.schoolwires.com/centricityinfo>.  
 Professional Services Definitions which can be found at <http://help.schoolwires.com/professionalservices>.

Client acknowledges that it has reviewed and accepts each of the above contract documents.

### The following Exhibits are attached to this Agreement:

- Exhibit A – Fees
- Exhibit B – Additional Notes Regarding Licensed Software and Services

### Additional Notes

This Agreement qualifies for the Schoolwires Client Loyalty Program. Client Loyalty Program participants enjoy no price increase on the annual software or services, listed in Exhibit A, for the 36 month Term of this Agreement

**EXHIBIT A**

**Fees**

	Unit Price	Units	Year 1	Year 2 *	Year 3 *
<b>Schoolwires Web Hosting Service</b>					
Centricity2 Essential	\$ 950.00	61.00 Site	\$ 57,950.00	\$ 57,950.00	\$ 57,950.00
<b>Professional Services (one-time)</b>					
Training: Section Editor Video Training	\$ 0.00	61.00 Site	\$ 0.00	-	-
Centricity: Site Administrator Video Training	\$ 0.00	61.00 Site	\$ 0.00	-	-
<b>Total</b>			\$ 57,950.00	\$ 57,950.00	\$ 57,950.00

\* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Schoolwires would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Standard Terms and Conditions.

- Site has the meaning defined in the Standard Terms and Conditions. Where Hosting Services are limited by a specified number of Sites, this Site limitation shall apply and shall serve as a limit on Client's right of use in the Schoolwires Web Hosting Service.

- The Schoolwires Web Hosting Service is comprised of: (i) a license to use the software product or package which is specified under the "Schoolwires Web Hosting Service" heading in the table (each specified product or package is "Licensed Software" for purposes of this Agreement); and (ii) the Hosting Services (as defined in the Standard Terms and Conditions).

- Details regarding the Schoolwires Web Hosting Service are provided in Exhibit B and, where applicable, in the relevant Incorporated Contract Document.

**EXHIBIT B**

**Additional Notes Regarding Licensed Software and Services**

***Schoolwires Centricity2 Essential***

Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

***Template Library***

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Schoolwires and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has received and accepted the Standard Terms and Conditions and all other contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

**Schoolwires, Inc.**

**Santa Ana Unified School District**

\_\_\_\_\_  
Name of Authorized Schoolwires Officer

\_\_\_\_\_  
Name of Authorized Santa Ana Unified School District Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Schoolwires Internal Use Only:

Service Agency:	
Account Manager:	Chris Prince

**AGENDA ITEM BACK-UP SHEET****June 23, 2015****Board Meeting**

**TITLE:** **Authorization to Utilize Simi Valley Unified School District Piggyback Contract with SHI International Corp. for the Purchase of Microsoft Volume Licensing**

**ITEM:** **Consent**

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

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

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**BACKGROUND INFORMATION:**

On December 9, 2014, the Governing Board of the Simi Valley Unified School District in association with the California Educational Technology Professionals Association (CETPA) awarded RFP No. 023-14M.1 for the purchase of Microsoft Volume Licensing products to SHI International Corp. and granted California school districts the ability to purchase Microsoft Volume Licensing through SHI International Corp. The Microsoft Volume Licensing Product, Education for Enrollment Solutions (EES) provides Santa Ana Unified School District (SAUSD) a simplified way to acquire Microsoft software and services under a single subscription agreement. EES provides assured coverage for desktop platform and enterprise products through one annual count of employees, the ability to add additional products as needed, and the benefits of Microsoft Software Assurance. It offers benefits such as the boost the productivity of our faculty staff and students and optimizes the return on your technology investments. The estimated savings in software cost by participating in the EES program is \$42,876.65 per year.

**RATIONALE:**

The purpose of this agenda item is to seek Board approval to utilize the Simi Valley Unified School District piggyback contract for the purchase of Microsoft Volume Licensing EES awarded to SHI International Corp. The contract with SHI International Corp. currently runs through December 31, 2017. The District without going to bid, may utilize such contracts pursuant to California Public Contract Code sections 20118, 10298, 10299 and 12100 et seq. District staff has reviewed the contract prices offered by SHI International Corp.; assessed it to be fair, reasonable and competitive and determined that it is in the best interest of the District to utilize the contract awarded to SHI International Corp.

This licensing contract will further the District's LCAP goals: 2.7 "Increase access to technology that is available to students at school and at home." and 3.4 "Support school and district operations to create welcoming and productive school environments."



**FUNDING:**

General Fund: \$138,672

**RECOMMENDATION:**

Approval of the utilization of the Simi Valley Unified School District contract awarded to SHI International Corp. for the purchase of Microsoft Volume Licensing EES pursuant to the Request for Proposals, No. 023-14M.1.

DH:RE:lr



Pricing Proposal  
Quotation #: 9573534  
Created On: 4/24/2015  
Valid Until: 5/26/2015

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**SANTA ANA UNIFIED SCHOOL DIST.**

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**Inside Account Manager**

---

**Ricardo Enz**  
California  
United States  
Phone:  
Fax:  
Email: Ricardo.Enz@SAUSD.US; jonathan.geiszler@sausd.us

**Zach Westpy**  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 732-564-8141  
Fax: 1-800-814-7567  
Email: Zach\_Westpy@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Learning Solutions: IT Academy - Services Subscription License ( 12 months ) - 1 user - EDU - Campus, School, Select, Select Plus - Win - All Languages Microsoft - Part#: 54R-00098	4	\$1,332.50	\$5,330.00
2 Microsoft Desktop Education w/Enterprise CAL - License & software assurance - 1 license - EDU - Campus - Win - All Languages Microsoft - Part#: 2UJ-00003	2639	\$48.80	\$128,783.20
3 Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Enterprise, Select, SPLA, Select Plus - Win - All Languages Microsoft - Part#: 7JQ-00341	4	\$1,139.80	\$4,559.20
4 Exchange Online Protection Microsoft - Part#: G2V-00001	3100	\$0.00	\$0.00
		<b>Total</b>	<b>\$138,672.40</b>

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Fagen Friedman & Fulfrost LLP

70 Washington Street, Suite 205  
Oakland, California 94607  
Main: 510-550-8200  
Fax: 510-550-8211  
www.f3law.com

Mark S. Williams  
Direct Dial: 510-550-8228  
mwilliams@f3law.com

March 9, 2015

Via U.S. Mail and E-Mail  
andrea.bennett@cetpa.net

Andrea Bennett  
Executive Director  
CETPA  
915 L Street, #C424  
Sacramento, CA 95814

Re: Opinion of Counsel - Review of Simi Valley Unified School District's Computer Software Licensing Purchase Contract for Potential Use by Other Public Agencies for "Piggybacking"

Dear Ms. Bennett:

You have asked our opinion as to whether the recent Simi Valley Unified School District's ("Simi Valley") request for proposal ("RFP") for computer software and its resulting contract with SHI International ("SHI") is in compliance with California law, including the Public Contract Code generally and Public Contract Code section 20118.2, specifically.

Based on our review of the RFP, the selection process, and the contracts our conclusions are as follows:

1. The contents of the RFP and its advertisement are in compliance with Public Contract Code section 20118.2 and California law.
2. The successful vendor, SHI, was selected in conformance with the criteria started in the RFP and the Board of Education duly approved a valid contract between the District and SHI.
3. Other school districts may use the Simi Valley contract for purchases, pursuant to Public Contracts Code section 20118, through a process known as "piggybacking."

In reaching these conclusions, we obtained Simi Valley's transactional documents, copies of which are attached hereto as follows:

1. The Public Notice to Vendors Calling for Proposals, a copy of which is attached hereto as Exhibit "A."

FRESNO • INLAND EMPIRE • LOS ANGELES • OAKLAND • SACRAMENTO • SAN DIEGO

Andrea Bennett

March 9, 2015

Page 2

2. A copy of the newspaper in which the advertisement was placed, attached hereto as Exhibit "B."
3. The Request for Proposals, Microsoft Products, Project No. 023-14M.1 - Microsoft Products - District Wide, a copy of which is attached hereto as Exhibit "C."
4. The signed District resolution in which the Simi Valley School Board accepted the contract with SHI, a copy of which is attached hereto as Exhibit "D."
5. The Agenda description and record of vote, and a piggyback authorization are attached hereto as Exhibit "E."
6. The Reseller Agreement between the District and SHI, a copy of which is attached hereto as Exhibit "F."
7. The underlying Microsoft Licensing Agreement, attached hereto as Exhibit "G."
8. The signature page and amendment to the Reseller Agreement, attached hereto as Exhibit "H."
9. A price list summary of the most requested items available under the Reseller Agreement, is attached hereto as Exhibit "I." The full suite of Microsoft products is not listed therein and may be obtained by contacting the SHI representative, Rebecca Smith, at (425) 974-6997.

We have verified the existence of each document listed above. Further, each of the above documents were reviewed by counsel and determined to be legally sufficient and validly authorized.

Please do not hesitate to contact us if you have any questions.

Sincerely,

FAGEN FRIEDMAN & FULFROST, LLP

  
Mark S. Williams

MSW:MAL

cc: Steve K. Carr

00618-00001/721310.1

# EXHIBIT A



**The Acorn**  
Newspapers

**AD PROOF**

Issue Dated 10/10/14

TEL (818) 706-0266 • FAX (818) 706-8468

To: \_\_\_\_\_  
From: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
# Pgs: \_\_\_\_\_

## PUBLIC NOTICE TO VENDORS CALLING FOR PROPOSALS

Project Description: The Simi Valley School District ("District") is seeking proposals from a Microsoft-authorized Large Area Reseller to provide specified Microsoft Enrollment for Education products and licensing support services.

Proposal Deadline: November 10, 2014 @ 2:00 p.m.

Place of Proposal Receipt:

Infinity Communications & Consulting, Inc.  
~~1800 30th Street, Suite 175~~ 4909 Calloway Dr, #102  
~~Bakersfield, California 93301~~ BAKERSFIELD, CA 93314

Project Name: Microsoft Products - District-Wide

Project Number: 034-14M.1

Place Plans are on File: <http://www.Infinitycomm.com/projects>  
Infinity Communications & Consulting, Inc.  
4909 Calloway Dr.  
Bakersfield, CA 93312

All questions concerning this project should be directed to:  
Fred Brakeman  
Infinity Communications & Consulting, Inc.  
(661) 716-1840 office  
(661) 716-1841 fax  
FBrakeman@infinitycomm.com

Each proposal must conform and be responsive to the contract documents and include all other documentations called for in the RFP. The applicable California Education Code section for this project is 20118.2, which allows the District the ability to negotiate with all bidders. Price will be the highest weighted factor, but not the only factor in choosing the most responsive bidder.

The Simi Valley Unified School District Board of Education shall allow a "Piggybacking" option to this contract so other public agencies may use this same contract to procure Microsoft products for their agencies.

The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals.

No responding party may withdraw its proposal for a period of THIRTY (30) DAYS after the date set for the opening of the proposals.

Run weeks of October 20th & 27th, 2014

42301W

**Please Proof Your Ad Carefully! Final Deadline for corrections is Tuesday 5pm**

I have proofread for spelling and grammar errors, correct color specifications, correct dimensions, etc. I do hereby release The Acorn Newspapers from any further responsibility or liability for the correctness or completeness of this artwork and agree to accept the charges for the print of same.

OK AS IS

OK To Run w/corrections

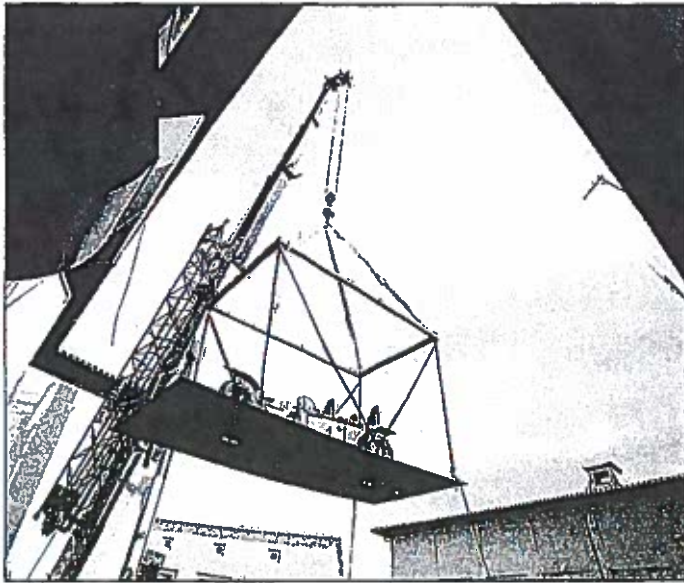
Signature: Fred Brakeman

Date: 10/30/14

File: Simi Valley USD 42301W  
Ad Rep: Diane

# EXHIBIT B





BOCHARD GILLARD/Acorn Newspapers

**NEW HEIGHTS**—A custom movie car is lifted into the Reagan Library on Oct. 22 to be put on display with other cars in "Amazing Automobiles: The Ultimate Car Exhibit." The exhibit is in partnership with the Petersen Automotive Museum and runs until May 1, 2015.

## Cars

From Page 21 — will see a range of cars built for those in charge.

"Some of the heads-of-state cars we'll have (are the 1998 Cadillac) Papal Parade Phaeton," Kendall said, and "a 1942 Lincoln that was originally used by FDR and after the war by Truman.

"It was actually the very first car that was delivered to the White House as an armored car new, not one that was transformed or retrofitted later on."

In total, there will be six cars on display under Air Force One's wings, including Saddam Hussein's presidential limo and the 1938 Packard Super 8 Parade Phaeton used by Argentinian President Juan Peron and First Lady Eva Peron.

Rare and iconic The Historic Cars Gallery will open on Jan. 31 and offer visitors a glimpse of rare cars the public generally doesn't get to see.

The cars will include the 24 karat gold plated 1981 DeLorean DMC-12, a 1952 Ferrari 212/215 Inter Spyder and a 1939 Bugatti 57C Atalante.

"It's kind of an unorthodox exhibit, but there's kind of a

cool madness about (it) that we hope people will engage in," Wulf said.

**Undergoing renovations** While the cars are on display at the Reagan Library, the Petersen Museum will be renovated inside and out, according to Kendall.

The exhibit keeps the cars in the public's eye, he said, and

**'I'm excited about the sheer breadth of cars, even in this one gallery ...'**

— Andrew Wulf  
Curator, Reagan Library

lets visitors know the Petersen's collection is continuing to grow.

"Just because the building is closed doesn't mean that we stop what we're doing," Kendall said. "It's all about outreach, all about education and we're going to keep up with both of those."

While the museum is being renovated, Adam Langsbard, the Petersen's chief marketing officer, said officials wanted to show off some of its prized

possessions.

"Within the Petersen was born the idea that we didn't just want the brand to kind of just fade off," he said. "At the end of the day, we figured there's got to be a great home for some of our crown jewels, some of our most popular cars."

Melissa Giller, chief marketing officer for the Reagan Foundation, said the search was on for something new before the baseball exhibit closed in September.

"We have Air Force One, we have Marine Force One, the motorcade and (thought), 'Why not bring in these crown jewel cars to complete the story, starting with the Hollywood Gallery?'" Giller said. "One of the things we liked about it was the unique and rare opportunity to give someone a chance to see something they may not be able to see elsewhere."

This is not the first time the two museums have partnered for an exhibit, according to Wulf. The Reagan Library borrowed motorcycles from the Petersen Museum about four years ago.

General admission tickets provide access to all exhibits and are \$16. For more information, call (805) 577-4008 or visit [www.reaganfoundation.org](http://www.reaganfoundation.org).

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 Open Mon - Fri 8am-5pm, Sat 9am-4pm, Sun Closed  
 Military, Law Enforcement & Firefighter Discounts  
 3208 E. Thousand Oaks Blvd, Suite O, Thousand Oaks

**BOYS & GIRLS CLUB OF SIMI VALLEY**  
**Donation Center Drop Off**  
  
 Support the Boys & Girls Club of Simi Valley with your donation of gently used items to our Donation Center.  
**All Donations Are Tax Deductible!**  
 264 East Los Angeles Ave • Simi Valley, CA, 91361 • One Block West of First Street  
 Monday - Saturday 9am to 5pm • Please no after hours drop off.  
 Phone: (805) 827-4437 • After 801/623 • Non Profit Tax ID 995-2611018

**PUBLIC NOTICE TO VENDORS CALLING FOR PROPOSALS**  
**Project Description:** The Simi Valley School District ("District") is seeking proposals from a Microsoft-authorized Large Area Reseller to provide specified Microsoft Enrollment for Education products and licensing support services.  
**Proposal Deadline:** November 10, 2014 @ 2:00 p.m.  
**Place of Proposal Receipt:** Infinity Communications & Consulting, Inc. 4909 Calloway Dr., #102 Bakersfield, CA 93314  
**Project Name:** Microsoft Products - District Wide  
**Project Number:** 034-14M.1  
**Place Plans are on File:** <http://www.infinitycomm.com/projects> Infinity Communications & Consulting, Inc. 4909 Calloway Dr. Bakersfield, CA 93312

All questions concerning this project should be directed to: **Fred Brakeman** Infinity Communications & Consulting, Inc. (661) 716-1840 office (661) 716-1841 fax [FBrakeman@infinitycomm.com](mailto:FBrakeman@infinitycomm.com)

Each proposal must conform and be responsive to the contract documents and include all other documentations called for in the RFP. The applicable California Education Code section for this project is 20118.2, which allows the District the ability to negotiate with all bidders. Price will be the highest weighted factor, but not the only factor in choosing the most responsive bidder.

The Simi Valley Unified School District Board of Education shall allow a "Piggybacking" option to this contract so other public agencies may use this same contract to procure Microsoft products for their agencies.

The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals.

No responding party may withdraw its proposal for a period of THIRTY (30) DAYS after the date set for the opening of the proposals.

Run weeks of October 20th & 27th, 2014

**Etcetera**  
 MEDICAL GROUP  
[www.etceteramedical.net](http://www.etceteramedical.net)  
**HCG SHOT PROGRAM - CALL FOR DETAILS**  
**MEDI-SPA**  
 • BOTOX® - \$8.50 unit (includes the fluid)  
 • JUVEDERM® LATISSE  
 • IPL Photo Facial  
 • Laser Hair Removal  
 • Sclerotherapy  
 • Fractional Skin Resurfacing and More  
 Gift Certificates Available  
**WEIGHT MANAGEMENT**  
 Personalized Programs - designed specifically for You  
 MEDICATION - curbs your Appetite - helps hunger  
 OPTIFAST - complete nutrition fast weight loss  
 DIET SHOT - extra energy and inch loss  
 FRESH MEALS - high protein - affordable & convenient  
 HIGH PROTEIN SNACKS - aids in weight loss  
**WEIGHT LOSS SPECIAL 60% OFF Initial Visit** (reg. price \$200)  
**AGOURA HILLS** 30423 Canwood St #101 818-889-5980  
**SIMI VALLEY** 1560-10 Progress Ave 805-582-0555  
**CANA CAJON** 7777 805-259-8884  
**ENCINO** 17652 Vanowen Blvd #1102 818-385-0163  
**NOW Offering CARE CREDIT!**

**Acorn** To Advertise Call (805) 367-8232



# EXHIBIT C

## REQUEST FOR PROPOSAL

### PROJECT NO. 034-14M.1– MICROSOFT PRODUCTS – DISTRICT-WIDE

The Simi Valley School District ("District") and its RFP Manager, Infinity Communications and Consulting, Inc., is seeking proposals from a Microsoft-authorized Large Account Reseller ("LAR" or "Contractor") to provide specified Microsoft Products and licensing support services.

**PROPOSAL DUE DATE: NOVEMBER 10, 2014 AT 2:00 PM**

All inquiries concerning the project should be directed to:

Fred Brakeman  
Infinity Communications and Consulting, Inc.  
4909 Calloway Drive, Suite 102  
Bakersfield, CA 93314  
(661) 716-1840  
(661) 716-1841 Fax  
[fbrakeman@infinitycomm.com](mailto:fbrakeman@infinitycomm.com)

It is mandatory that all contractors wishing to provide a proposal on this project shall deliver their proposals to Infinity Communications, 4909 Calloway Drive, Suite 102, Bakersfield, CA 93314, no later than November 10, 2014 at 2:00 pm. Proposals received after the due date or other locations will not be accepted. The District reserves the right to reject any or all proposals and to waive any informalities or irregularities. The Contractor's submission of a proposal is recognition of this right.

All written requests for clarification regarding the scope of work or contract terms and conditions as stated in the RFP must be received in writing at least ten (10) days before the bid submission date and hour. Submit all requests for clarification to Fred Brakeman, Infinity Communications and Consulting, Inc., 4909 Calloway Drive, Suite 102, Bakersfield, CA 93314, or via email to [fbrakeman@infinitycomm.com](mailto:fbrakeman@infinitycomm.com). Requests received less than ten (10) days prior to bid opening will not be considered. If the substituted term or condition is acceptable, the District will approve it in an Addendum issued to all bidders of record.

#### 1. Introduction

##### 1.1 Objective:

The District seeks to obtain products found on the Volume Licensing Product List, published for August, 2014 ("Product List") A copy of the Product List can be found at <http://www.microsoft.com/licensing/about-licensing/proeduct-licensing.aspx#tab=2>. Alternatively, the Product list can be procured, in hard copy of in PDF format, through a request to Infinity Communications at the address listed above. Microsoft requires an Authorized North American Large Account Reseller ("LAR") to be awarded and administer

the Microsoft Software License Agreement/Purchase Order. Therefore, the purpose of this Request for Proposal ("RFP") is to establish a contractual relationship with a LAR to serve the purpose of consulting, procuring, supporting, and distributing Microsoft academic volume licensing, products, and services to the District pursuant to Public Contract Code section 20118.2. A copy of the draft Reseller Agreement is attached. While we are looking for individual pricing below to be able to determine the purchase amount for these products, what we are really looking for is the LAR's pricing strategy how they intend to sell these products to both the District and to potential Piggybacking educational institutions. Please include your pricing strategy in your proposal response.

The District is seeking a single LAR to support and deliver all licensing programs. LAR must be able to meet or exceed the requirements for the products and services described herein. LAR must have successful experience and references in working with a consortium customer model. LAR shall appoint a primary representative to work with the District's representative and the designated representative of those agencies that purchase pursuant to the piggybacking provision of the agreement ("Participants"). While we are looking for individual pricing below so that we can compare pricing on a set list of Part Numbers, our intent is to award this contract to the LAR that provides the best pricing and we assume this pricing structure will most likely be some sort of percentage off of list pricing or percentage over cost. The LAR shall explain their pricing strategy in their bid response.

### 1.2 Products and Services Sought:

The District currently utilizes Microsoft products. It is requesting pricing on the items and quantities for the Microsoft products listed below listed below:

Part Number	Item Name	Quantity	Unit Price
M6K-00001	Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr – Student	50000	
5XS-00002	Off365ProPlusA ShrdSvr ALNG SubsVL MVL PerUsr – Student	50000	
2UJ-00003	Acad Mvl All Lang 1 Yr Lic/Sa Pk Dt Education D Ent Cal Faculty-A	1	
54R-00098	CS-MSITAcademy ALNG SubsVL MVL Srvc	1	

In addition, to compare pricing, the District would like to get pricing for the additional products listed below. The District's exact numerical requirements for these additional items has not yet been established so please provide unit pricing:

Part Number	Item Name	Quantity	Unit Price
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL		
2UJ-00003	DsktpEdu ALNG LicSAPk MVL EntCAL		
M6K-00001	Off365PA2 ShrdSvr ALNG SubsVL MVL PerUsr		
5XS-00001	Off365ProPlusA ShrdSvr ALNG SubsVL MCL PerUsr		
M7K-00018	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromCoreCAL/ECAL/OffPropls		
M7K-00019	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus		
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc		

P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc		
T6L-00237	SysCtrDatactr ALNG LicSAPk MVL 2Proc		
T9L-00222	SysCtrStd ALNG LicSAPk MVL 2Proc		
FUD-00936	CISDataCtr ALNG LicSPak MVL 2Proc		
YJD-01075	CISStd ALNG LicSAPk MVL 2Proc		
UTD-00017	SQLParallelDtaWrhs ALNG LicSAPk MVL 2Lic CoreLic		
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic		
D2M-00366	SQLSvrBsnssIntelligence ALNG LicSAPk MVL		
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic		
228-04437	SQLSvrStd ALNG LicSAPk MVL		
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit		

### 1.3 Scope of Work:

The following describes the expected scope of the Microsoft Agreement/Purchase Order and requirements to be carried out by the LAR that is awarded the Microsoft Agreement/Purchase Order. LARs are required to indicate their ability to satisfy the requirements as detailed below:

- a) Only proposals from Microsoft Authorized North American Large Account Resellers (LAR) will be considered. The LAR must have a very good relationship with Microsoft.
- b) The LAR will provide Microsoft software products and related LAR services for the Microsoft Software License Agreement to the District and Authorized Users.
- c) The LAR will be required to work closely with the District and ensure the required documentation is in place as needed. Participants will subscribe to a product baseline (i.e. desktop SKU with Core CAL for faculty/staff) with the option to add a variety of other products.
- d) The LAR will be required to execute the numerous enrollment options available from Microsoft. The LAR is required to thoroughly review the provisions of the Microsoft Agreement, submit an executed Enrollment Agreement and obtain an Enrollment Number, prior to placing orders under this contract.
- e) The LAR will provide all sales, support, management and reporting services required to process and account for Authorized User requests for Microsoft software products and LAR services under the applicable Microsoft Software License Agreement.
- f) The LAR will act as the primary liaison for the District and participating members and therefore will assign a dedicated sales team specific to the District, including representatives residing in CA, tele-presence team members available during CA business hours, and Microsoft Licensing and Technical specialists. It is required that members of this team be thoroughly trained and experienced in the requirements and processes related to Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.

g) The LAR will be responsible for servicing and administering each enrollment underneath the agreement, ensuring prompt processing of all enrollment forms, and ensuring each enrollment is properly placed against the Microsoft Software License Agreement.

h) The LAR will provide requested written and/or oral contract quotations to Authorized Users, which shall include at a minimum:

- i. Microsoft Product Number
- ii. Microsoft Product Name
- iii. Quantity
- iv. Price

i) The LAR will promptly report all orders to Microsoft in accordance with the provisions in the applicable agreement.

j) The LAR will generate and issue electronic and paper copy "Order Confirmation Reports" for each software product (i.e. license and/or maintenance) ordered by the District and Authorized Users. This report will be issued for purchases, including those orders that may be aggregated on a single purchase order document, and provided to Authorized Users within 15 days after request and should include, at a minimum:

- i. The name of Authorized User (ordering entity)
- ii. Authorized User's purchase order number to LAR
- iii. Microsoft Master Agreement Number
- iv. Microsoft Enrollment Number
- v. Microsoft product number and quantity ordered
- vi. Microsoft product description (Software language and/or version number)

k) The LAR must provide and support the electronic software distribution program for students, faculty and staff in support of Student Option, Work at Home Rights, and Home Use Program.

l) As will be stated below, this RFP contemplates a "piggyback contract". As a result, other school districts and public agencies may make orders based on the Simi Valley Contract. The selected LAR will assist in providing information about the Microsoft products, and assist Simi Valley and interested purchasers in the acquisition and administration of the purchased Microsoft products.

j) The District is aware that some LAR's provide other free add on services as a part of their Microsoft software product offerings. If the LAR has any such free services, please list and detail these additional free services.

General considerations and recommendations to keep in mind:

- The District seeks a LAR that will create a positive and productive experience for District and the public agencies that shall purchase these services. Therefore, criteria other than price will be considered when selecting a LAR.
- Red carpet support, training, & communication by the LAR with California public and private schools will be held in high regard as it will result in better customer experience and satisfaction, as well as increased efficiency and return on investment for participants technology needs.
- The LAR should have a proven track record and references demonstrating management and support of projects of similar size and scope.
- The LAR must have a current E-rate Service Provider Identification Number and an understanding of the California Microsoft Settlement program in order to assist the District and other public agencies in accessing all available discount programs to help pay for this service.

The contract award will be made on a "Best Value" basis as will best serve the needs of the District and other Participants.

#### **1.4 Period of Performance:**

The District is seeking proposals that are based upon a three (3) year contract term, with the option to extend for two additional one (1) year terms. The initial contract term shall start on or about December 1, 2014. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form, and shall include any requests and justifications for adjustment in compensation. If Contractors can provide "better" rates by extending the length of the contract, please provide this option as part of your RFP response.

#### **1.5 Piggybacking:**

The District intends to make this contract available to members of the California education community (public and private) pursuant to Public Contract Code sections 20118 and 20652. By doing so, piggyback members can purchase ANY and ALL Microsoft software products normally supplied to the education community. By responding to this RFP, Contractor agrees to allow the District and other public agencies and school districts in the State of California to purchase anything in the Microsoft software family, at the same terms and conditions during the term of the contract, and any extension thereof. Districts and agencies may order additional items in quantities of one or more. Any liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

## **2. Proposal Instructions**

### **2.1 Proposal Form and Deadline:**

Proposals are to be marked as follows:

**PROJECT NO. 034-14M.1- MICROSOFT PRODUCTS – DISTRICT-WIDE**

Proposals, together with any additional materials as required shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the Contractor's name, the proposal designation and the date and time for opening of proposals. Contractor is solely responsible for ensuring that proposals are received by the deadline. In accordance with Government Code section 53068, any bid received after the deadline shall be returned to the bidder unopened.

Proposals shall be submitted to:

Fred Brakeman  
 Infinity Communications and Consulting, Inc.  
 4909 Calloway Drive. Suite 102  
 Bakersfield, CA 93314

Proposals must be received by no later than November 10, 2014 at 2:00 pm and include the following:

- Master Bound Hardcopy Proposal
- Two (2) Additional Bound Hardcopy Proposal
- Electronic Proposal on CD

**PROPOSALS SENT VIA EMAIL WILL NOT BE ACCEPTED**

**2.2 Calendar of Events:**

Event	Details	Date
RFP Posted		October 10, 2014
RFP Advertised	Simi Valley Acorn	Weeks of October 13 <sup>th</sup> & 20 <sup>th</sup> , 2014
Last Day to Submit RFIs/Questions	Infinity Communications and Consulting, Inc. 4909 Calloway Drive. Suite 102 Bakersfield, CA 93314 fbrakeman@infinitycomm.com	October 31, 2014
Responses to Questions/RFIs posted		November 3, 2014
Proposals Due		November 10, 2014
Intent to Award Posted		November 13, 2014
Protest Deadline		November 18, 2014
Board of Education Action		November 18, 2014

### **2.3 Proposal Submission Checklist:**

- Contractor Proposal
- Pricing Sheet
- References
- Acknowledgement of Amendments to RFP
- Contractor Certification
- Piggyback Clause
- Non-Collusion Declaration
- Debarment Certification
- Drug Free Workplace Certification (optional with submission, required upon notification of award)
- W-9 (optional with submission, required upon notification of award)

### **2.4 Interpretation of Documents:**

Contractor is responsible for submitting a written request for interpretation ("RFI") or correction by the RFI/Question deadline specified above. Any interpretation or correction will be posted on the District's website, and the interpretation of the District shall prevail. Contractor's submittal of a proposal without a written request for interpretation or correction shall be irrefutable evidence that Contractor has determined all documents are sufficient and that the Contractor is capable of delivering the items and services in accordance with the documents and within District timelines.

### **2.5 Signature:**

All required documents must bear the signature of the person or persons duly authorized to bind Contractor.

### **2.6 Protests:**

In order to be considered, written protests containing the proposal number must be submitted within five (5) days of posting the Intent to Award. Protests must be on the following grounds to be considered:

- District failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto; or
- A conflict of interest as provided in Cal. Government Code section 87100, et seq. exists; or
- State or federal law has been violated.

District will provide a written response to the protesting Contractor within six (6) calendar days.

### **2.7 Proposal Preparation Costs:**



All costs incurred to prepare Contractor's proposal shall be the sole responsibility of Contractor and will not be reimbursed by the District.

### **3. Proposal Requirements and Contents**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of PROJECT NO. 034-14M.1– MICROSOFT PRODUCTS – DISTRICT-WIDE. By submitting a proposal, Contractor agrees that it is capable and will comply with the requirements specified in section 1.2, Scope of Work.

Only proposals meeting District requirements for current service availability, performance and quality as contained in this RFP will be considered. Consideration will be given to financial standing and general competency of Contractor for the performance of the services, including Contractor's experience and facilities, conduct and performance under other contractor's, financial condition, reputation in the industry and other factors which could affect performance of the services. Following the award of contract, the successful Contractor may not alter the pricing or scheduling options without the written approval of the District.

Contractor's proposal shall include at least the following information:

#### **3.1 General:**

- a) State whether you are Microsoft North American Large Account Reseller (LAR).
- b) Number of years as a Microsoft Large Account Reseller (LAR).
- c) Describe your relationship with Microsoft.
- d) Describe your familiarity and experience executing numerous enrollment options available from Microsoft.
- e) Describe any experiences you have had with other companies as their LAR. Your answer should include the identification of the name of the company for which you served as the LAR and your duration as an LAR.
- f) Describe your experience with public school projects.
- g) Describe your familiarity and experience with any rules or regulations regarding the E-rate. Provide your valid E-rate SPIN number.
- h) Describe your familiarity and experience with any rules or regulations regarding Microsoft Settlement programs.
- i) State whether you are a California Microsoft Voucher Program Approved Provider.

#### **3.2 Experience:**

- a) State the number of similar projects maintained by your firm in the past 3 years.
- b) Describe your familiarity and experience with comparable projects in the K-12 customer market.
- c) Describe your familiarity and experience with sales, support, management and reporting services required to process and account for requests Microsoft software products and LAR services under a Microsoft Software License Agreement.

- d) Describe your familiarity and experience with providing and support the electronic software distribution program for students, faculty and staff in support of Student Option, Work at Home Rights, and Home Use Program
- e) Describe the total Number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
- f) Describe the experience and qualifications of your staff that shall be assigned to this project.
- g) Describe the training and experience of your sales team, including representatives residing in CA, tele-presence team members available during CA business hours, and Microsoft Licensing and Technical specialists. Describe your sales team's experience Microsoft consortia agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions.
- h) Describe your history with providing similar sized Piggybacking contracts of this same size and scope.

**3.3 Service:**

- a) Describe your Help Desk operations, including hours of operation, expected response time, and staffing levels.
- b) Describe your Ordering Process.
- c) Describe the level of service and support available to District and other public agencies participating in this contract.
- d) Describe all other value added services to be provided to the District and other public agencies that may choose to purchase off of this piggyback contract.
- e) Specify your warranty for the software. Note: Contractor must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the District for a period of one year.

**3.4 Pricing:**

- a) Provide price for the Volume Licensing Product List Education for Enrollment Solutions software and services identified in paragraph 1.1 above, including all taxes and fees in the format specified below. Note: Costs not identified by the Contractor in the bid submission shall be borne by the Contractor and will not alter the requirements identified in this solicitation. Because other public agencies in the State of California may purchase items pursuant to the resulting contract, Contractor should provide any pricing based upon the volume of licenses sought (tiered pricing). The "price" category will be decided primarily by the prices submitted in response to the products listed below. However, the District will base a portion of its pricing score on prices submitted for the remaining products in the Volume Licensing product line.

Part Number	Item Name	Quantity	Unit Price	Discount %	Piggybacking Option
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CW@-00279	WinEntforSA ALNG UpgrdSAPk MVL				
2FJ-00001	OfficeProPlusEdu ALNG LicSAPk MVL				
54R-00098	CS-MSITAcademy ALNG SubsVL MVL Srvcs				
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL				
2UJ-00003	DsktpEdu ALNG LicSAPk MVL EntCAL				
M6K-00001	Off365PA@ ShrdSvr ALNG SubsVL MVL PerUsr				
5XS-00001	Off365ProPlusA ShrdSvr ALNG SubsVL MVL PerUsr				
M7K-00018	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromCoreCAL/ECAL/OffProPls				
M7K-00019	Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus				
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc				
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc				
6QK-00001	AzureMonetaryCommit SHrdSvr ALNG SubsVL MVL Commit				

### 3.5 References:

Contractor Name:	
Contractor shall provide information on at least one (1) and preferably a minimum of three (3) ACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP.	
The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.	

<b>ACTIVE CONTRACT REFERENCE 1</b>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

<b>ACTIVE CONTRACT REFERENCE 2</b>
------------------------------------

Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

<b>ACTIVE CONTRACT REFERENCE 3</b>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	

Inactive References

Contractor Name:	
<p>Contractor shall provide information on at least one (1) and preferably a minimum of two (2) INACTIVE contracts within the last three years similar in size, scope, and technical complexity to the Scope of Work of this RFP. The contact should be someone who can confirm the actual quality and technical capability of the Contractor's completed work- not the procurement officer.</p>	

<b>INACTIVE CONTRACT REFERENCE 1</b>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	

Justification of Similar Size and Scope:	
Justification for Inactivity:	

<u>INACTIVE CONTRACT REFERENCE 2</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service:	
Justification of Similar Size and Scope:	
Justification for Inactivity:	

#### 4. Evaluation Criteria

The District shall be the sole judge as to the requirements needed for the requested software and services. The District will evaluate and select the winning bid based on the following criteria:

- a) **Price** – Price will be the highest weighted factor, but it is not the only factor.
- b) **Accuracy of Bid or Bid Response** – The District will evaluate the bid response for completeness, amendments, exceptions and conformity to bid as specified or alternate to specified.
- c) **Other Value Added Services** – The District will be evaluating the Contractor's other value added services to be provided as a part of this service.
- d) **Experience** – The District will evaluate Experience based on the following criteria:
  - i. Total Number of like statewide or large programs (not using subcontractors) that match the scope of work specified for this project in the last three years.
  - ii. Experience and qualifications of the Contractor's staff that shall be assigned to this project.
- e) **Qualifications** – The District will evaluate Qualifications based on the following criteria.
  - i. Number of years as a Microsoft Large Account Reseller (LAR).
  - ii. Experience with public school projects.
  - iii. Number of similar projects maintained.
  - iv. Number and quality of references provided.
  - v. Help Desk Operations.
  - vi. Ordering Process.
  - vii. Service and Support.
- f) **Service** – The District will evaluate Service based on the following criteria. It should be noted that under unusual circumstances, an answer to a particular

question or series of questions may render a Proposer unqualified to perform the work. For example, a proposer may indicate that it has no relevant experience in the LAR field. Under such circumstance the response and the Proposer may be found to be unqualified. In such a circumstance the District will make such a written finding.

<b>Selection Criteria</b>	<b>Weight*</b>
Price	30.0%
Accuracy of Bid Response	20.0%
Other Value Added Services	20.0%
Experience	10.0%
Qualifications	10.0%
Service	10.0%
	<b>100%</b>

**ACKNOWLEDGEMENT OF AMENDMENTS TO RFP**

Contractor hereby acknowledges receipt of any and all amendments to the RFP.

Amendment No.	Date Published	Date Received
---------------	----------------	---------------

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

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

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

Name of Contractor: \_\_\_\_\_

## CONFLICT OF INTEREST REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete BID and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or District employee, and has not colluded with any other Contractor or District employee.
- If the Contractor's Proposal is accepted by the District, the Contractor will enter into a contract with the District to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the District and the Contractor.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

I hereby certify that I am submitting the attached Proposal on behalf of *[Specific Entity Submitting Proposal]*. I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Contractor understands and does not dispute any of the contents of the BID (except as may be noted in the Proposal).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.



**PIGGYBACK CLAUSE**

Pursuant to Public Contract Code section 20118, other school districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for the term specified by the Irvine Unified School District.

OPTION GRANTED: \_\_\_\_\_

OPTION NOT GRANTED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], [state].

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The \_\_\_\_\_ [Firm  
Name/Principal]

Certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not, within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
- 5) If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

THE PRIMARY PARTICIPANT

\_\_\_\_\_ Firm Name/Principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

## DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
  - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of

the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**W-9**

Current version available at: <http://www.irs.gov/uac/Form-W-9,-Request-for-Taxpayer-Identification-Number-and-Certification>

00618-00001/646894.1

# EXHIBIT D

RESOLUTION NO. 35-14/15  
RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

AWARD OF SOFTWARE RESELLER CONTRACT AND PIGGYBACKING DESIGNATION

WHEREAS, the District wishes to purchase Microsoft software licenses for use by the District and Staff and to receive support in the use and service of these software licenses; and

WHEREAS, the District wishes to receive pricing for all software licenses available under Microsoft's Enrollment for Education Solutions; and

WHEREAS, due to the highly specialized and unique nature of software and software services, it is in the District's best interest to evaluate the software using evaluation criteria other than price, and to include a vendor's; experience, qualifications, and service, among other factors; and

WHEREAS, the District is entitled to consider these factors for software licenses and services, pursuant to Public Contract Code section 20118.2; and

WHEREAS, the District elected to use the vendor selection process allowed under Public Contract Code section 20118.2 and prepared a Request for Proposal, notice of which was published pursuant to the Public Contract Code; and

WHEREAS, the District had Thirteen vendors download the RFP and received One responsive proposals to its RFP and evaluated said proposal pursuant to the evaluation criteria found in the Request for Proposal; and

WHEREAS, although the District found One vendor submitting said proposals to be well qualified, the District recommend the award of the RFP to SHI, both because of lower prices and because it better satisfied the evaluation criteria found in the RFP; and

WHEREAS, the District wished to provide other school districts the advantage of purchasing software licenses without undergoing the burdens of a software Request for Proposal process; and

WHEREAS, software licenses are goods that can be purchased through a piggyback process, pursuant to Public Contract Code section 20118, and the District designated this RFP as one that can be piggybacked.

NOW THEREFORE, BE IT RESOLVED that the Board selects SHI as its vendor for the acquisition of Microsoft Enrollment for Education Solutions, a listing of said licenses which is attached hereto as Exhibit "A", and authorizes a contract between it and the District.

BE IT FURTHER RESOLVED, that other school districts in the State of California may use this contract as the basis of their own acquisition of software licenses, pursuant to Public

Contract Code section 20118, popularly known as the piggybacking statute, and that District staff may assist other school districts in this process by providing them with copies of this resolution and such other documents as they may require.

GOVERNING BOARD OF THE SIMI VALLEY UNIFIED SCHOOL DISTRICT

Date: December 9, 2014

By: *[Signature]*  
President of the Governing Board

Ayes: *[Signature]* Noes: *[Signature]* Absent: *[Signature]* Abstain: *[Signature]*

# 468 *[Signature]* / *[Signature]* 70  
*[Signature]*, *[Signature]*, *[Signature]*, *[Signature]*



# EXHIBIT E

**TITLE: APPROVAL OF AGREEMENT NO. A15.151 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND SHI INTERNATIONAL CORPORATION TO ENTER A VOLUME LICENSING AGREEMENT WITH MICROSOFT FOR ENROLLMENT FOR EDUCATION SOLUTIONS LICENSES**

Business & Facilities  
Action #5

December 9, 2014  
Page 1 of 1

Prepared by: Ron Todo, Assistant Superintendent  
Business & Facilities

**Background Information**

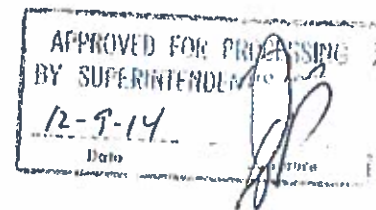
Simi Valley Unified School District wishes to enter into a Volume Licensing Agreement with Microsoft for Enrollment for Education Solutions software licenses. We are in need of the assistance of a reseller in the implementation and administration of license procurement and licensing support. The District published a Request for Proposal for a Reseller and proposes to select SHI International Corporation to fulfill this need. Under the terms of this Agreement, other public agencies in the State of California may "piggyback" this agreement.

**Fiscal Analysis**

The term of the Agreement shall be for three (3) years.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. A15.151 between SVUSD and SHI International Corporation to enter into a volume licensing agreement with Microsoft for Enrollment for Education Solutions Licenses.



On motion # 467 by Trustee Brouge, seconded by Trustee Daniel and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A15.151 between SVUSD and SHI International Corporation.

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

*Daniel*  
*Callery*  
*Sandoz*  
*Brouge*  
*White*

**TITLE: ADOPTION OF RESOLUTION NO. 35-14/15 – AWARD OF SOFTWARE RESELLER CONTRACT AND PIGGYBACKING DESIGNATION**

Business & Facilities  
Action #6

December 9, 2014  
Page 1 of 1

Prepared by: Ron Todo, Assistant Superintendent  
Business & Facilities

**Background Information**

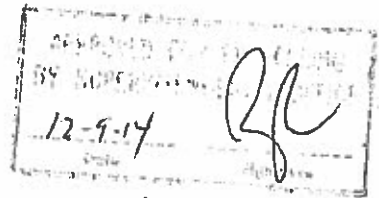
Districts throughout the State of California have the opportunity to purchase Microsoft products through a program called the Campus and School Agreement (CAMSA) Program. This arrangement affords schools volume pricing for all purchases and represents a significant savings for them. The CAMSA agreement is arranged by a vendor who has competitively been awarded a contract with Microsoft to offer its products. The vendor must team with a school district to offer its services. That school district then hosts a bid document that is piggybackable for all districts in the State. Simi Valley Unified School was selected to be that district. The contract will not cause additional work for district employees but will put the district at the forefront for any new products or services offered by Microsoft. The agency that will administer the program is SHI International Corp. and will administer the implementation of the software purchase and license program for the State's districts.

**Fiscal Analysis**

There will be no fiscal impact to the district and any costs associated with the management of the program will be borne by SHI International Corp. or Infinity Communications.

**Recommendation**

It is recommended that the Board of Education adopt Resolution No. 35-14/15 – Award of Software Reseller Contract and Piggybacking Designation.



On a motion # 468 of Trustee Sandland, seconded by Trustee Brough and carried by a roll-call vote of 5/0, the Board of Education adopted, Resolution No. 35-14/15, Award of Software Reseller Contract and Piggybacking Designation.

Ayes: Davis Cochran Sandland White Brough Noes: 0 Absent: 0 Abstained: 0

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# **EXHIBIT F**

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**RESELLER AGREEMENT**  
**Between Simi Valley School District and SHI**  
**International Corp**

This Large Area Reseller Agreement ("Agreement") is made and entered into as of December 9, 2014, between the Simi Valley School District, ("District") a public school district, organized under the laws of California, and SHI International Corp., a corporation organized under the laws of the State of New Jersey ("Contractor") for the purpose of implementing a software purchase and license program for the District. Contractor and District may singularly be identified as "Party" and collectively referred to as "Parties".

**RECITALS**

**WHEREAS**, District wishes to obtain software licenses from Microsoft for the use and benefit of its faculty, staff, and students; and

**WHEREAS**, District wishes to enter into a Volume Licensing Agreement with Microsoft for Enrollment for Education Solutions software licenses; and

**WHEREAS**, Pursuant to the Volume Licensing Agreement with Microsoft, District is required by Microsoft to retain an Authorized Large Area Reseller ("Reseller") for the procurement of the software licenses and licensing support; and

**WHEREAS**, District further desires the assistance of a Reseller in the implementation and administration of license procurement and licensing support; and

**WHEREAS**, District published a Request for Proposal for a Reseller and selected Contractor as the successful candidate; and

**WHEREAS**, Contractor has agreed to serve as the Reseller for District in accordance with the terms and conditions identified in District's Volume Licensing Agreement with Microsoft; and

**WHEREAS**, Pursuant to Public Contract Code section 20118 and the terms of this Agreement, other public agencies in the State of California may "piggyback" this agreement under the same terms and conditions found herein; and

**NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION,**  
**THE PARTIES AGREE AS FOLLOWS:**

1. **Purpose of the Agreement:** Contractor shall procure licenses for Microsoft Enrollment for Education Solutions products and provide assistance to District in support of these purchases.
2. **Definitions:** The following terms, as used herein, shall have the following meanings:
  - a. "Effective Date of the Agreement" shall mean the date when the Agreement has been fully executed by the Parties.

- 
- b. "Microsoft Agreements" shall mean the Microsoft Volume Licensing Agreement - Campus and School Agreement and amendments thereto.
    - c. "Manufacturer" will mean Microsoft Corporation.
    - d. "Piggybacking of Contract" shall mean the ability of a school district or eligible public agency to participate in the contract pursuant to the provisions of Public Contract Code section 20118.
  3. **Documents Incorporated Into this Agreement:** The following documents shall be deemed incorporated and shall be referenced as being part of this Agreement:
    - a. District's Request for Proposals
    - b. District's Microsoft Volume Licensing - Campus and School Agreement and any amendments thereto
    - c. Pricing Schedule
  4. **Term of Agreement:** The term of this Agreement shall be for three (3) years, commencing from the Effective Date of the Agreement. The parties may extend this Agreement by an additional two (2) terms of one (1) year each term.
  5. **Pricing Information:** Contractor agrees that pricing provided in the Pricing Schedule shall not change for the term of this Agreement. Changes in Manufacturer's product selection are to take effect immediately upon the effective date of the Manufacturer's changes. Other changes to price lists and postings will take effect on the dates set by District and the Contractor.
  6. **Account Manager/Staffing:** Contractor will provide a regularly assigned Account Manager and adequate staffing to service and manage all aspects of the account in a timely and efficient manner.
  7. **Account Staff Quality:** Members of the Contractor support team shall be thoroughly trained and experienced in the requirements and processes related to Microsoft agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions. At District's request, Contractor shall provide additional training as needed to ensure adequate support is provided to District.
  8. **Full Scope Software Support:** Contractor shall provide and support the electronic software distribution program for students, faculty, and staff, in Support of Student Option, Work at Home Rights and Home Use programs.
  9. **Microsoft Authorized LAR:** It shall be a condition of this Agreement that the Contractor is and shall remain a Microsoft-authorized Large Account Reseller ("LAR"). The failure of the Contractor to remain a Microsoft-authorized LAR shall be a material breach of the Agreement and the District may terminate the Agreement in such circumstance.
  10. **Initial Microsoft Implementation:** Contractor shall execute the numerous enrollment options available from Microsoft. Contractor shall thoroughly review the provisions of the Microsoft Agreement, submit an executed Enrollment Agreement and obtain an Enrollment Number, prior to placing an order under this Agreement.

- 
11. **Initial Customer Enrollment:** Contractor shall work closely with District and ensure the required documentation for initial customer enrollment is in place as needed. Contractor shall be responsible for servicing and administering enrollment under the agreement, ensuring prompt processing of enrollment forms, and insuring enrollment is properly placed against the Microsoft Software License Agreement.
12. **Piggybacking, E-Rate and K12 Voucher:** Contractor shall be conversant in assisting District to make contracts or payments under the alternative processes listed below:
- a. *Piggybacking:* Public agencies who elect to participate contractually in the Program through a contract process called "Piggybacking".
  - b. *E-Rate:* Customers may also attempt to receive further discounting through the E-Rate process. Contractor will assist District in modifying the Program to reflect the Piggybacking and E-Rate processes. Contractor shall have, at the time this contract is signed, a current USAC Service Provide Identification Number ("SPIN") and agree to keep their SPIN current for each year of the term of this Agreement.
  - c. *Microsoft K12 Voucher Program:* Some Customers may attempt to fund their contracts through the Microsoft K12 Voucher Program. In such event, Contractor will provide assistance to Customers seeking reimbursement from the Claims Administrator.
13. **Incidental and Accessory Duties:** Contractor shall perform all other necessary incidental and accessory duties as needed to fulfill its duties under this Agreement.
14. **Indemnity:** Each party, as indemnitor, agrees to indemnify, defend, and hold harmless the other party and its affiliates and their respective officers, directors, trustees, agents, servants and employees with respect to all losses, suits, claims, damages, costs, charges, demands and expenses (including attorneys' fees), arising out of or resulting from (i) such Party's breach of any representation or warranty set forth in this Agreement; or (ii) Any such Party's breach of any obligation under this Agreement. An indemnifying party shall not be required to indemnify any Party who is determined by final judgment to be solely at fault.
15. **Modification of Agreement:** This Agreement may be modified only by an agreement in writing between the Parties.
16. **Non-Endorsement:** Contractor shall not use District's name or the Program in marketing products or services to parties not covered by this Agreement in a way which states or implies that District endorses a particular product or service of the Contractor.
17. **Breach of Agreement:** Any material breach of the terms and conditions of this Agreement by the Contractor shall allow District to terminate the agreement for cause and without the Notice provisions set forth in Article 18, below, and in such an event District may seek all damages resulting from said breach, save those for consequential, exemplary or punitive damages.
18. **Cure of Breach:** Notwithstanding the preceding Article, District shall provide Contractor with written Notice of Breach and thirty (30) days to cure the breach before the

termination shall be effective.

**19. Termination of Agreement:** District reserves the right to cancel the Agreement for its convenience, upon ninety (90) days notice to Contractor. In such event, the Contractor's recourse shall be limited to its actual costs and in no instance shall damages include lost profits or consequential damages.

**20. Proof of Insurance:**

- a. Contractor shall obtain Commercial and General Liability Insurance with a per occurrence minimum limit of \$1,000,000 and \$2,000,000, aggregate.
- b. Within ten (10) days of the execution of this Agreement, and prior to commencing work under this Agreement, Contractor shall have obtained all insurance and endorsements for such insurance and delivered them to District in duplicate for approval by District. The policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, and the date of cancellation or reduction shall not be less than thirty (30) days after receipt of notice, or less than ten (10) days notice if cancellation is due to nonpayment of premium. Endorsements shall state in particular, those insured, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

**21. Limitation of Liability:**

- a. Neither party will be liable to the other for special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of assets, provided however that for the avoidance of doubt, damages arising in connection with obligations of indemnification or confidentiality hereunder shall be deemed to be direct damages for which recovery shall not be barred by this paragraph.
- b. Except in the case of breach of each party's liability for personal injury/property damages, either party's total cumulative liability to the other in connection with this agreement, whether in tort or other theory, will not exceed the total amount of fees actually paid or payable by District to Contractor under this Agreement for the prior twelve months to the incident which gave cause for such liability.

**22. Provisions Required by Law:** Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party to the Agreement shall forthwith be physically amended to make such insertion or correction.

**23. Waiver:** Unless otherwise agreed to in writing, neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term or condition of this Agreement.



24. **Notice:** Notice shall be provided in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such Party. All notices shall be delivered or sent to the parties at their respective addresses or numbers shown below as a party may designate by prior notice, in accordance with this provision to the other party. Notice shall be by both email and hard copy in the United States mail.

**If to Contractor:**

SHI International Corp  
290 Davidson Avenue  
Somerset, NJ  
08873

**If to District:**

Simi Valley Unified School District  
875 E. Cochran Street  
Simi Valley, CA  
93065

25. **Assignment:** This Agreement is not assignable by the Contractor without District's prior written consent, which consent will not be unreasonably withheld. The Assignee shall first provide District a written notice that it will agree to be bound by the terms and conditions of this Agreement. Any purported assignment of this Agreement in violation of this Section shall be null and void and shall constitute a material breach of this Agreement.
26. **Arbitration of Disputes:** If any dispute should arise under this agreement, it is agreed that District and Contractor shall meet first to review and negotiate in good faith their differences. If the parties cannot resolve their dispute informally, the dispute shall be determined by binding arbitration, administered by Judicial Arbitration and Mediation Service ("JAMS") in Los Angeles, California, pursuant to its Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules (as determined pursuant to these rules according to the amount in controversy.) An action to enforce the arbitration ruling may be brought in any court in California having jurisdiction.
27. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
28. **Integration Clause:** This Agreement, (including all of the documents attached hereto or specified herein), represents the entire agreement of the Parties and supersedes all previous understandings and agreements between the parties, whether oral or written.
29. **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared or held illegal or void, in whole or in part for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of the Agreement, and such provision shall be deemed amended or modified to the extent, but only to the extent, necessary to cure such illegality or invalidity.

30. **Execution in Counterpart:** This Agreement may be executed in counterpart.

31. **Attorney Fees:** The prevailing Party in any dispute and/or legal action brought hereunder shall be entitled to recover all reasonable out of pocket costs and expenses (including, but not limited to, reasonable court costs and attorneys' fees) incurred as a result thereof.

32. **Force Majeure:** Neither Party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting the District, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**SIMI VALLEY UNIFIED SCHOOL District**

By: 

Title: ASSISTANT SVPT., BUSINESS & FACILITIES

Date: 12/10, 2014

**SHI INTERNATIONAL CORP**



By: Natalie Slowik

Title: Contracts Manager

Date: 12/8/14

00618-00001/641135.2  
00618-00001/695404.1

# EXHIBIT G

## Campus and School Agreement

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This agreement is entered into between the entities identified on the signature form.

**Effective Date.** The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product List, (3) the Product Use Rights, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement.

**Please note:** Documents referenced in this agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated by reference, including the Product List, Product Use Rights and the Qualified Educational User definition. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Institution should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

### Terms and Conditions

#### 1. **Definitions.**

In this agreement, the following definitions apply:

"Affiliate" means

a. with regard to Institution,

(i) for a non-public entity, any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> that Institution owns and/or controls, that owns and/or controls Institution, or that is under common ownership and/or control with Institution; "ownership" means, for purposes of this definition, more than 50% ownership, and

(ii) for a state or local government entity,

- 1) any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that is an agency, department, office, bureau, division, or entity of the state or local government, and
- 2) any qualified educational user expressly authorized by the laws of the state to purchase under state education contracts;

provided that the state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"Customer Data" means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution's use of the Online Services;

"Enrollment" means the form that Institution submits under this agreement to sign up for this program;

"Fix(es)" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Institution when performing service(s) (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"Institution" means the entity that is a qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that has entered into this agreement with Microsoft or the Institution's Affiliate that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district;

"License" means Institution's right to run the quantity of a Product ordered. Under this agreement, Licenses are available only on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"Licensed Period" means the period of time beginning on the effective date specified in Institution's Enrollment and continuing for the period of time specified in Institution's Enrollment (either 12 or 36 calendar months);

"Microsoft" means the Microsoft entity that has entered into this agreement or an Enrollment and its Affiliates;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List;

"Products" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List;

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available to qualified educational users (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of Licenses for, or the use of, those Products;

"Product Use Rights" means the use rights or terms of service for each Product and version at <http://www.microsoft.com/licensing/contracts> or at a successor site;

"run" means to copy, install, use, access, display, run or otherwise interact with;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service;

"Software Assurance" means an offering that provides new version rights and other benefits for Products as further described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy; and

"Users" means Institution, faculty, staff, and students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution's open access labs or libraries.

## **2. *How the Campus and School program works.***

The Campus and School Agreement allows Institution to license one or more Products on a subscription basis. To license Products on a subscription basis means that the right to run the Product is non-perpetual and continues only during the Licensed Period.

Institution can participate in this program by submitting an Enrollment. This program allows a one-year Licensed Period or a three-year Licensed Period. The choice is indicated in the Enrollment.

**One-year Licensed Period.** An order must be submitted to indicate the Products Institution chooses to run. Thereafter, extension orders are submitted to continue the subscription each year. If an extension order is not received, the Enrollment will expire.

**Three-year Licensed Period.** An order must be submitted to indicate the Products Institution chooses to run. Thereafter, Institution must submit anniversary orders on the first and second anniversaries of the effective date of its Enrollment.

## **3. *Subscription price.***

This provision shall not apply to Products licensed to Institution at special promotion prices to distributor or reseller, as applicable.

**One-year Licensed Period.** Microsoft will not increase the License prices charged to the reseller for an annual extension order by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the License prices charged for the immediately preceding 12-month Licensed Period if (1) Institution submits an extension order prior to the expiration of the Enrollment and (2) such order is confirmed for the same Products in the same quantities as ordered in the expiring Licensed Period.

**Three-year Licensed Period.** If Institution chooses this option and complies with the ordering requirements in the agreement, for any Products ordered during the Licensed Period, the price Microsoft charges the Distributor or Reseller on each anniversary order will be the same as the price for the Products when they are first ordered except for step-ups.

## **4. *License grant — what Institution and its Users are licensed to run.***

On the date of Microsoft's letter to Institution confirming Microsoft's acceptance of the Enrollment, Institution is temporarily licensed to have Users run the Products as permitted in the Product use rights located at <http://www.microsoft.com/licensing/contracts>.

The Institution's right to have its Users run the Products and Fixes is expressly limited to the rights described in this agreement, including the following limitations:

- a. Neither Institution nor its Users may separate the components of Products made up of multiple components by running them on different computers by upgrading or downgrading them at different times or by transferring them separately except as otherwise provided in the Product use rights.
- b. Neither Institution nor its Users may rent, lease, commercially host or lend any copy of the Products or Fixes, except where agreed by separate agreement.

- c. Neither Institution nor its Users may reverse engineer, decompile or disassemble the Products or Fixes except to the extent expressly permitted by applicable law despite this limitation.
- d. Neither Institution nor its Users may make copies of the Products or Fixes and distribute them on media to student Users.
- e. The components of the Products may vary by platform. Institution may run only the components of the Products that are included on the platform Institution chooses to deploy.

Neither Institution nor its Users will be entitled to free telephone support for the Products, except as specified in writing in connection with Software Assurance membership or other Software Assurance offerings.

*Institution may only sublicense the right to run Products to Affiliates that are included in its defined organization.*

These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of media. The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g. hardware or other Products).

The right to run any Product under this agreement is temporary unless Institution elects to obtain perpetual Licenses under the buy-out option. This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under its Enrollment as described in this agreement.

## **5. How to know what Product use rights apply.**

- a. **Product use rights.** The Product Use Rights in effect on the effective date of an Enrollment will apply to use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to use of that version, unless Institution chooses to have such changes apply.

The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Product Use Rights.

- b. **Product Use Rights for earlier versions (downgrade).** If Institution runs an earlier version of a Product than the version that was current on the Enrollment effective date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to Institution's use of those components.
- c. **Use rights for different language version.** Institution may run Products in any available language version. If Institution is using any different language version of any Product licensed under its agreement, Institution's use of the different language version will be governed by the Product Use Rights for the version licensed under this agreement.
- d. **Fixes.** Use of any Fixes is defined by the Product Use Rights for the affected Products or, if the Fix is not provided for specific Products, any other use terms Microsoft provides. All Fixes are licensed, not sold.

## **6. Making copies of Products and re-imaging rights.**

- a. **General.** Institution may make as many copies of the Products licensed as necessary to distribute the Products within its organization. All copies of any Product must be true and complete copies (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may also have a third party make or distribute copies but Institution is responsible for such third party's actions. Institution agrees



to make reasonable efforts to notify its employees, agents, and other individuals running a Product that the Product is licensed from Microsoft and subject to the terms of this agreement.

- b. **Copies for evaluation.** During the term of its Enrollment, Institution may run up to 10 complimentary copies of any Product for a 60 day evaluation period.
- c. **Re-imagIng rights.** In certain cases, re-imagIng is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), or (2) as a full packaged Product through a retail source, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be owned from the separate source for each Product that is re-imagIng.
  - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imagIng Product permitted remains the same.
  - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.
  - (iv) Any Product-specific processes or requirements for re-imagIng identified in the Product List.
  - (v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

## **7. Distributing media.**

- a. **To Faculty and Staff.** Institution may acquire the quantity of media as necessary to distribute the Products to Faculty and Staff for use in accordance with the agreement. All media for a particular Product must be acquired from a Microsoft-approved fulfillment source for that Product. Institution may also copy volume licensing media acquired from a Microsoft-approved fulfillment source for distribution to Faculty and Staff Users only. All copies must be true and complete copies (including copyright and trademark notices). Institution must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable Product Use Rights and other restrictions and may disclose them only to employees authorized to engage in the installation and support of the Products. Institution may not disclose volume licensing keys to Faculty and Staff work-at-home Users or to Students or to any other unauthorized third party.
- b. **To Faculty and Staff work at home Users and to Student licensing option Users.** If Institution exercises Faculty and Staff work at home rights for selected Products or selects the Student licensing option in an Enrollment, access to media by Faculty and Staff for work at home purposes and by Students must be restricted and regulated by Institution. All media for Products distributed to Faculty and Staff for work at home purposes and to Students must be acquired from a Microsoft-approved fulfillment source, and such Products may be distributed to such Users only in the following ways:
  - (i) if individual student-media CD-ROM or disk sets (collectively, "Student Media") is purchased for a particular Product, Institution may distribute one copy of such Student media directly to each authorized work at home User or Student (Student Media may contain Product activation features that limit the number of installations); the reseller can identify media and Products that contain Product activation features. Details on ordering and distributing Student Media, including a list of the Products for which Student Media is currently available, is at <http://www.microsoft.com/education/StudentMedia.mspx>; or



- (ii) using volume licensing media acquired pursuant to this agreement, via (1) manual installation at a central location that Institution controls or (2) a system of controlled short-term checkout of applicable volume licensing media solely for purposes of individual user installation, provided that this option (2) is available only for Products for which a volume licensing key is not required.
  - (iii) Institution may also use a Microsoft-approved entity selected by Institution to electronically distribute copies via download from secure network server(s) or other storage device(s), provided Institution or the Microsoft-approved entity controls the download to ensure that the number of permitted copies is not exceeded and those making the download are licensed to do so. For more information on this download option, Institution is advised to contact its reseller who may manage this on Institution's behalf.
- c. **To Students.** Institution may order media to distribute the Products to Students for use in accordance with this agreement. Institution's order for media must specify version number and country of usage. Institution may only use the media received under its Enrollment to transfer Products to eligible Student Users. Products may only be transferred in the same media format that Institution receives under its Enrollment. Orders must be placed with the reseller named on the Enrollment. Institution may use a third party to complete and process eligible Student Users' orders for media under its Enrollment and to distribute media to eligible Student Users. Institution is responsible for the third party's actions. Price and payment terms for media ordered are determined by agreement with Institution's designated reseller. Institution's designated reseller is authorized to purchase media Products from the Microsoft-authorized replicator identified by Microsoft from time to time solely for the purpose of fulfilling orders placed under the Enrollment. Institution's designated reseller may purchase from Microsoft-authorized replicators media and documentation only for those Products available under the Enrollment.

## **8. *Redistribution of software updates to Students.***

- a. **License Grant.** From time to time, Microsoft may make available to the general public additional or replacement code of any portion of Microsoft's licensed Products without a fee ("software updates"). Microsoft grants Institution a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute the software updates to Institution's Students in accordance with the terms of this section. Institution's Students must use the software updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each software update.
- b. **Redistribution of software updates.** Institution may redistribute software updates to its Students (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the software updates and access by the general public or (2) through acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.
- c. **Limitations.** Institution may not (1) produce or replicate software updates on to CDs or other distributable storage media, (2) combine the software updates with other non-Microsoft software, (3) distribute any software updates as a stand-alone component via email attachment, (4) charge for the software updates, other than to recover any reasonable costs incurred in providing the updates to its Students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any software update, or (6) alter the software updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the software updates.
- d. **Tracking and recall, replacement software updates.** Institution must track the quantity and method of distribution of the software updates by means that will allow it to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing software updates within 10 days of receipt of a notice of recall from Microsoft

and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of software updates in Institution's possession and (2) notify Institution's Students of the recall by the same or similar means in which they were notified of the availability of the software updates.

If Microsoft makes available to Institution a replacement software update, Institution agrees to make the replacement available to its Students, within 30 days of receipt in the same quantity and method(s) of distribution, if available, as Institution made the original software update available. The distribution of replacement software updates is subject to the same conditions and restrictions as software updates under this section.

- e. **No warranties, exclusion of Indirect, special, incidental, consequential, and certain other damages.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, software updates that Institution redistributes to its Students are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the software updates are reasonable having regard to, among other things, the fact that they are complex computer Products, and their performance will vary depending upon hardware, platform and Products interactions, and configurations.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO INSTITUTION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES — INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.**

- f. **Limitation of liability.** With respect to Institution's redistribution of the software updates, the limitation of liability provisions in this agreement shall apply in those situations in which Institution or its Users have a right to claim damages or payment from Microsoft.
- g. **No support.** Software updates that Institution redistributes to its students are provided without any support obligation by Microsoft, including any benefits accruing from Software Assurance.
- h. **Applicability.** The provisions of this section shall not apply to distribution of Fixes to Students so long as (1) those Students are licensed under the Student licensing option, and (2) the Fix provided to those Students is for Products licensed to them under Student licensing option. All other redistribution to Students of additional or replacement code is subject to the provisions of this section.

## **9. *Transfer and reassigning Licenses.***

- a. **License Transfers.** License transfers are not permitted, except as explicitly set forth in the Perpetual License Transfer Form. The resale of Licenses is prohibited, including any transfer by Institution for the purpose of transferring those Licenses to an unaffiliated third party.
- b. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device with the organization. Licenses may be reassigned within the organization as described in the Product Use Rights.

## 10. Confidentiality.

- a. **What is Included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that:
  - (i) are designated as "confidential";
  - (ii) a reasonable person knows or reasonably should understand to be confidential; or
  - (iii) include non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
  - (i) is, or becomes, publicly available without a breach of this agreement;
  - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
  - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
  - (iv) is independently developed; or
  - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**
  - (i) **In general.** Subject to the other terms of this agreement, each party agrees:
    - 1) it will not disclose the other's Confidential Information to third parties; and
    - 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.
  - (ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:
    - 1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
    - 2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
    - 3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.
  - (iii) **Sharing Confidential Information with Affiliates and representatives.**
    - 1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
    - 2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
      - A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
      - B. accept responsibility for each Representative's use of Confidential Information.
    - 3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming

information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

- (iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.
- d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

## **11. Options upon completion of a Licensed Period.**

Microsoft will provide prior written notice of expiration of an Enrollment. The notice will advise Institution of the option to: (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to first enter into new agreement. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for either (1) up to five consecutive terms of 12 full calendar months by submitting an extension order for each such extension term or (2) one term of 36 full calendar months.
- b. **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under the Enrollment provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of the Enrollment. Institution must submit a buy-out order at least 30 days prior to expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. The Enrollment may provide further information regarding the buy-out order.
- d. **License confirmation.** The order confirmation for the buy-out and any documentation evidencing transfers of Licenses, together with proof of payment, will be evidence of a perpetual License to run the latest version then available (or any prior version) for the copies of Products covered by the buy-out order.
- e. **Allow the Enrollment to expire.** Institution may allow the Enrollment to expire. If the Enrollment expires, all Products must be deleted as provided in section titled "Term and termination."

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses. For example, a License is required for each PC on which Institution desires to run Office.

Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

## 12. **Term and termination.**

- a. **Term.** This agreement will remain in effect until terminated by either party as allowed. These general terms and conditions apply to all Enrollments submitted. The terms of any Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s).
- b. **Termination of the agreement.** Either party may terminate this agreement for any reason upon 60 days written notice.

Such termination will merely terminate either party's ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollments not otherwise terminated, and any terms of this agreement applicable to any Enrollments not otherwise terminated will continue in effect with respect to that Enrollment.

- c. **Termination of an Enrollment.** Either party may terminate any Enrollment(s) if the other party is in material breach of any obligation, which breach is not cured within 30 days written notice of such breach. Microsoft may terminate this agreement and any Enrollment(s) immediately if Institution fails to continue to qualify as a qualified educational user as identified at <http://www.microsoft.com/licensing/contracts>. If no orders are received under an Enrollment, the Enrollment will be terminated 30 calendar days after the effective date of the Enrollment.
- d. **Effect of termination and Licensed Period expiration.** Users may only run the Products and Fixes according to the terms of this agreement. Users are only licensed to run the Products and Fixes during the Licensed Period. If this agreement is terminated, or if no extension or anniversary order is submitted prior to the expiration of the Licensed Period or the purchase of perpetual Licenses for the Products, then all Products and Fixes that run as a result of this agreement must be deleted when the Licensed Period expires or is otherwise earlier terminated.

Similarly, if Institution stops ordering any Products or Product quantities decrease upon an extension of a Licensed Period, it must delete those Products prior to the beginning of the extended Licensed Period. Institution must make reasonable efforts to ensure that Faculty and Staff work-at-home Users (1) delete and remove Products and Fixes copies from the temporary ram (RAM) and permanent memory (e.g., hard disk) of their home PCs, and (2) disconnect access to any server Products at the end of the Licensed Period.

- e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- f. **Program updates.** Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement and Enrollment(s) at the time of an Enrollment renewal.

## 13. **Warranties.**

- a. **Limited warranty.** Microsoft warrants that:
  - (i) Online Services will perform in accordance with the applicable Service Level Agreement, and
  - (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

- b. **Limited warranty term.** The limited warranty for:
  - (i) Online Services is for the duration of Institution's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and
  - (ii) Products other than Online Services is one year from the date Institution first uses the Product.
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
  - (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
  - (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
  - (iii) the limited warranty does not apply to components of Products that Institution is permitted to redistribute;
  - (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
  - (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Institution notifies Microsoft within the warranty period, then Microsoft will:
  - (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service; and
  - (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product.

These are Institution's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- e. **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

#### **14. *Defense of infringement, misappropriation, and third party claims.***

- a. **Microsoft's agreement to protect.** Microsoft will defend Institution against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents) This section provides Institution's exclusive remedy for these claims.
- b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
  - (i) Customer Data, code, or materials provided by Institution as part of the use of an Online Service;
  - (ii) Institution's use of the Product or Fix after Microsoft notifies it to discontinue that use due to a third party claim;



- (iii) Institution's combination of the Product or Fix with a non-Microsoft product, data or business process;
- (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process;
- (v) modifications that Customer makes to the Product or Fix;
- (vi) Institution's redistribution of the Product or Fix to, or its use for the benefit of, any unaffiliated third party, except as expressly permitted by an Enrollment or the Product Use Rights;
- (vii) Institution's use of Microsoft's trademark(s) without express written consent to do so; or
- (viii) any Trade Secret claim, where Institution acquires the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

Institution will reimburse Microsoft for any costs or damages that result from any of these actions.

**c. Specific rights and remedies in case of infringement.**

(i) **Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to a Product or Fix, Microsoft may, at its expense and without obligation to do so, either:

- 1) procure for Institution the right to continue to use the allegedly infringing Product or Fix; or
- 2) modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case Institution will immediately cease use of the allegedly infringing Product or Fix after receiving notice from Microsoft.

(ii) **Institution's specific remedy in case of injunction.** If, as a result of an infringement claim, Institution's use of a Product or Fix that is made available by Microsoft for a fee is enjoined by a court of competent jurisdiction, Microsoft will, at its option:

- 1) procure the right to continue its use;
- 2) replace it with a functional equivalent;
- 3) modify it to make it non-infringing; or
- 4) refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the license or right to access the infringing Product or Fix.

**d. Institution's agreement to protect.** Institution will defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or

(ii) arise from Institution's or its end user's violation of the terms of this agreement.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

**e. Obligations of protected party.** Institution must notify Microsoft promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect" and Microsoft must

notify Institution promptly in writing of a claim subject to the subsection titled "Institution's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

## **15. Limitation of liability.**

- a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party and its Affiliates arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Institution was required to pay for the Product giving rise to that liability and (2) for Online Services, the amount Institution was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:
- (i) Microsoft's and Institution's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
  - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
  - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Institution paid for the Online Service giving rise to that liability during the prior 12 months;
  - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
  - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."
- c. **Affiliates.** Neither Microsoft nor Institution shall bring any action against the other's Affiliates in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.



## 16. **Verifying compliance.**

- a. **Right to verify compliance.** Institution must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right to verify compliance with the agreement, at Microsoft's expense during the term of the applicable Enrollment and for a period of one year thereafter.
- b. **Verification process and limitations.** To verify compliance, Microsoft will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours, and in a manner that does not interfere unreasonably with Institution's operations. As an alternative, Microsoft will have the option to require Institution to complete Microsoft's self-audit questionnaire relating to the Products Institution and any of its Affiliates use under this agreement.

If Microsoft undertakes verification and does not find material unlicensed use (License shortage of 5 percent or more per Product), Microsoft will not undertake another verification of the same entity for at least one year. Microsoft and Microsoft's auditors will use the information obtained in compliance verification only to enforce Microsoft's rights and to determine whether Institution is in compliance with the terms of this agreement. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

- c. **Remedies for noncompliance.** If verification or self-audit reveals any unlicensed use, Institution must promptly order sufficient Licenses to cover its use. If material unlicensed use is found, Institution must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional Licenses as single retail Licenses within 30 days.
- d. **Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to run the Products. Accordingly, Institution must:**
  - (I) **Notify all Users in advance of running the Products that:**
    - 1) their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
    - 2) they are allowed to run the Products only during the Licensed Period;
    - 3) if this agreement is terminated, or Institution does not submit an Enrollment or extension order prior to the expiration of the Licensed Period or purchase perpetual Licenses for the Products, then all Products run under this agreement must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;
  - (II) **Periodically publish in an Institution wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product List and Product use rights. Microsoft publishes a copy of the Product List and Product use rights at <http://www.microsoft.com/licensing/>.**
  - (III) **Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and**
  - (iv) **Provide all reasonable assistance and cooperation as requested by Microsoft to investigate and remedy any unauthorized use of the Products by Users.**

If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

## 17. *Miscellaneous.*

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, fax, or email to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier, fax, or email confirmation of delivery.

### Copies should be sent to:

Microsoft Corporation  
Legal and Corporate Affairs  
Volume Licensing Group  
One Microsoft Way  
Redmond, WA 98052  
USA  
Via Facsimile:(425) 936-7329

- b. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in full force and effect and this agreement will be amended to give effect to the portion of the agreement that was eliminated to the maximum extent possible. However, this agreement will be voidable by Microsoft at its option if provisions of this agreement regarding warranty disclaimers, damages disclaimers, limitations of liability, compliance verification, or obligations on termination are found to be invalid or unenforceable.
- d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **This agreement is not exclusive.** Institution is free to enter into agreements to license, use or promote non-Microsoft Products or services.
- g. **Entire agreement.** The documents identified on the cover page of this agreement constitute the entire agreement concerning the subject matter, and supersede any prior or contemporaneous communications. In the case of a conflict between any documents identified in the first page that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the signature form; (2) the Product List; (3) the Product Use Rights; and (4) all other Enrollments under this agreement. The terms of any purchase order or any general terms and conditions Institution or its Users maintain do not apply. This agreement (except the Product use rights, the Product List and the terms of any credit extending under any Enrollment) can be changed only by an amendment signed by both parties.
- h. **Assignment.** Assignment or transfer of this agreement or the rights or obligations, must have Microsoft's prior written approval. Microsoft may transfer this agreement or its rights and obligations to one of Microsoft's Affiliates.
- i. **Survival.** Provisions regarding ownership and license rights, fees, Product Use Rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense

of infringement, misappropriation and third party claims, Microsoft's and Institution's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement or any Enrollment.

- j. **Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses are ordered, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders placed under this agreement.
- k. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.
- l. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Institution will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see <http://www.microsoft.com/exporting/>.
- m. **Privacy.** Microsoft and Institution will comply with all applicable privacy and data protection laws and regulations. Institution may choose to provide personal information to Microsoft on behalf of third parties (including, Institution's contacts, resellers, distributors, and administrators) as part of this agreement. Institution represents and warrants that it has complied and will comply with any applicable laws to provide notices to or obtain permissions from any such individuals to allow sharing of their personal information with Microsoft for the purpose of allowing Microsoft or its agents to facilitate Institution's agreements and related services.

Institution consents to Microsoft's use of the contact information provided by Institution for purposes of administering its agreements, the business relationship and related services and with Microsoft's sharing of Institution's information with Institution's designated representatives, resellers, distributors, and administrators for such purposes, including allowing such individuals to update Institution's contact information on Institution's behalf. The personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> to the maximum extent permitted by applicable law. Product-specific privacy commitments are described in the Product Use Rights.

- n. **Natural disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time

# **EXHIBIT H**

# Microsoft | Volume Licensing

## Program Signature Form

MBA/MBSA number:

Agreement number:

SGN:  Doc ID:



Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number to be indicated from a listed below as new.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Terms and School Agreement	020-06597
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
<Choose Enrollment/Affiliate Registration Form>	Document Number or Code
Amendment	OTM (New)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	Microsoft Affiliate
Name of Entity (must be legal entity name)* California Educational Technology Professionals Association	Microsoft Licensing, GP
Signature * 	Signature 
Printed Name * Stephen K. Carr	Printed Name Ellen O'Rourke
Printed Title * President	Printed Title Contract Administrator
Signature Date * September 7, 2011	Signature Date SEP 08 2011 <small>(date Microsoft Affiliate countersigned)</small>

Tax ID <b>946112597</b>	Effective Date <b>9-1-2011</b> <small>(may be different than Microsoft's signature date)</small>
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\* Indicates required field

Optional 2<sup>nd</sup> Customer signature or Outsourcer Signature (if applicable)

Customer	Outsourcer
Name of Entity (must be legal entity name) *	Name of Entity (must be legal entity name) *
Signature *	Signature *
Printed Name *	Printed Name *
Printed Title *	Printed Title *
Signature Date *	Signature Date *

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form. If no media form is included, no physical media will be sent.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
 Dept. 651, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1437  
 USA

Prepared By: Name of Preparer Email of Preparer
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Campus and School Agreement  
Enrollment for Education Solutions  
Amendment ID CTM

000-cgodfrey-E-179

This Campus and School Agreement and Enrollment for Education Solutions Amendment ("Amendment") is entered into between the entities as of the effective date identified in the Signature Form. The terms and conditions in this Amendment supersede any conflicting terms and conditions in the Agreement 01C35680 and Enrollments.

1. Despite anything to the contrary in the Campus and School Agreement or Enrollment for Education Solutions (EES) relating to start effective date, a new section entitled "February 1, 2015" is added:

Any new Enrollment for Education Solutions submitted for processing between February 2, 2015 and February 28, 2015, which does not reference a previous enrollment number, will be backdated to a start effective date of February 1, 2015.

2. Despite anything to the contrary in the Campus and School Agreement or Enrollment for Education Solutions (EES) relating to start effective date, a new section entitled "June 1, 2015" is added:

Any new Enrollment for Education Solutions submitted for processing between June 2, 2015 and June 30, 2015, which does not reference a previous enrollment number, will be backdated to a start effective date of June 1, 2015.

3. Despite anything to the contrary in the Campus and School Agreement or Enrollment for Education Solutions (EES) relating to start effective date, a new section entitled "August 1, 2015" is added:

Any new Enrollment for Education Solutions submitted for processing between August 2, 2015 and August 31, 2015, which does not reference a previous enrollment number, will be backdated to a start effective date of August 1, 2015.

4. Despite anything to the contrary in the Campus and School Agreement or Enrollment for Education Solutions (EES) relating to start effective date, a new section entitled "November 1, 2015" is added:

Any new Enrollment for Education Solutions submitted for processing between November 2, 2015 and November 30, 2015, which does not reference a previous enrollment number, will be backdated to a start effective date of November 1, 2015.

For the avoidance of doubt, any Enrollment created under Master Agreement 01C35680 that does not fall within these stated time periods, normal processing rules will apply.

Upon Microsoft's acceptance of this amendment, Microsoft will invoice Reseller for the number of full calendar months corresponding to the term of the Licensed Period. Prices for licenses are based on a standard order equal to twelve (12) full calendar months of License Coverage.

**This amendment must be attached to a signature form to be valid.**

**Campus and School Agreement  
Enrollment for Education Solutions  
Amendment ID CTM**

000-cgodfrey-E-188

This Campus and School Agreement and Enrollment for Education Solutions Amendment ("Amendment") is entered into between the entities as of the effective date identified in the Signature Form. The terms and conditions in this Amendment supersede any conflicting terms and conditions in the Agreement and Enrollments.

1. For any new Enrollments under this Agreement, Microsoft will use the price list in effect during February 2015 to invoice your reseller for all initial orders placed between February 1, 2015 and July 31, 2015. All final pricing is determined under separate agreement between you and your reseller.

In addition, Microsoft will use the price list in effect during February 2015 to invoice your reseller for all additional orders placed on Enrollments under this Agreement between February 1, 2015 and July 31, 2015. All final pricing is determined under separate agreement between you and your reseller.

**This amendment must be attached to a signature form to be valid.**



# EXHIBIT I

Part Number	Item Name	Quantity	Unit
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL	1	\$41.60
2UJ-00003	DsktpEdu ALNG LicSAPk MVL EntCAL	1	\$48.80
M6K-00001	Off365 ShrdSvr ALNG SubsVL MVL PerUsr	1	\$0.00
5XS-00001	Off365ProPlusA ShrdSvr ALNG SubsVL MCL PerUsr	1	\$22.40
M7K-00018	Off365 ShrdSvr ALNG SubsVL MVL AddOn	1	\$24.60
M7K-00019	Off365 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus	1	\$30.75
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc	1	\$289.30
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	1	\$43.80
T6L-00237	SvsCtrDatactr ALNG LicSAPk MVL 2Proc	1	\$199.38
T9L-00222	SvsCtrStd ALNG LicSAPk MVL 2Proc	1	\$73.19
FUD-00936	CISDataCtr ALNG LicSPak MVL 2Proc	1	439.36
YJD-01075	CISStd ALNG LicSAPk MVL 2Proc	1	\$110.95
UTD-00017	SQLParallelDtaWrhs ALNG LicSAPk MVL 2Lic CoreLic	1	\$3,584.96
7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	1	\$1,139.72
D2M-00366	SQLSvrBsnssIntelligence ALNG LicSAPk MVL	1	\$712.29
7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	1	\$297.17
228-04437	SQLSvrStd ALNG LicSAPk MVL	1	\$74.41
6QK-00001	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	1	\$1,200.00
Part	Item Name	Quantity	Unit
CW@-	WinEntforSA ALNG UpgrdSAPk MVL	1	\$14.90
2FJ-00001	OfficeProPlusEdu ALNG LicSAPk	1	\$19.40
54R-	CS-MSITAcademy ALNG SubsVL	1	\$1,332.50
2UJ-00001	DsktpEdu ALNG LicSAPk MVL CoreCAL	1	\$41.60
2UJ-00003	DsktpEdu ALNG LicSAPk MVL	1	\$48.80
M6K-	Off365 ShrdSvr ALNG SubsVL	1	\$0.00
5XS-	Off365ProPlusA ShrdSvr ALNG	1	\$22.40
M7K-	Off365 ShrdSvr ALNG SubsVL	1	\$24.60
M7K-	Off365 ShrdSvr ALNG SubsVL MVL AddOn fromOffProPlus	1	\$30.75
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL	1	\$289.30
P73-05897	WinSvrStd ALNG LicSAPk MVL 2Proc	1	\$43.80
6QK-	AzureMonetaryCommit SHrdSvr	1	\$1,200.00

00254-00174/737331.1

The CETPA and Microsoft Strategic Alliance (CAMSA) supported by SHI is an agreement between CETPA, Microsoft and SHI to provide and manage a statewide licensing program that provides low pricing for Microsoft products through Microsoft's EES program

Computer Purchased	Computers / Year	Ms Office License	Ms Operating System	MS CAL	Antivirus
PC Desktop, Laptops	2229	\$50.00	\$15.75	\$5.00	\$3.70
Apple	312	\$50.00			
<b>Item Total</b>		\$127,050.00	\$35,106.75	\$11,145.00	\$8,247.30
<b>Microsoft Select Software Agreement</b>		\$181,549.05			
<b>CAMSA License Agreement Annual Cost</b>		\$138,672.40			

**CAMSA License Saving**

\$42,876.65

**Extended CAMSA Licensing Saving over 3 years**

\$128,629.95

The Enterprise Agreement offers our District access to the most recent releases of the Professional Desktop Software and Enterprise Software Platform products. The Enterprise Agreement License and Software Assurance products are as follows:

- Microsoft Desktop Education w/Enterprise CAL - License & software assurance
  - Windows 7, 8.1 and 10 Enterprise -
  - Microsoft Office Professional - License & software assurance
  - Microsoft Core CAL Suite or ECAL Suite
  - Microsoft Security Essentials
- Microsoft Learning Solutions: IT Academy
- Microsoft SQL Server Enterprise Core Edition - License & software assurance
- Microsoft Exchange Online Protection - License & software assurance
- Microsoft System Center - License & software assurance



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3068 – Authorization of Prekindergarten and Family Literacy Program Support Contract for 2015-16 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Keely Orlando, Coordinator, Early Childhood Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to seek Board adoption of Resolution No. 14/15-3068 to authorize contract No. CPKS-5062 for Prekindergarten and Family Literacy Program Support funding for the 2015-16 program year.

**RATIONALE:**

The Prekindergarten and Family Literacy Program Support Contract funds must be used to promote and support the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program portion of the California State Preschool contract. This funding will be used to purchase family literacy materials and related student supplies.

**FUNDING:**

California Department of Education/Child Development Division: \$20,000

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3068 for authorization of Prekindergarten and Family Literacy Program Support Contract for the 2015-16 program year.



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 15 - 16**

**DATE:** July 01, 2015

**CONTRACT NUMBER:** CPKS-5062

**PROGRAM TYPE:** PREKINDERGARTEN AND FAMILY LITERACY PROG

**PROJECT NUMBER:** 30-6667-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SANTA ANA UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the PROGRAM REQUIREMENTS FOR THE PREKINDERGARTEN AND FAMILY LITERACY PROGRAM\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. The total amount payable pursuant to this Agreement shall not exceed \$20,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2015 through June 30, 2016 shall be included in the fiscal year 2015-16 audit due by the 15th day of the fifth month following the end of the Contractor's fiscal year, or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2015.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contracts, Purchasing and Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 20,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6667				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 20,000	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3069 – Authorization of Contract for California State Preschool Funding for 2015-16 Program Year

**ITEM:** Consent

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Keely Orlando, Coordinator, Early Childhood Education

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to seek Board adoption of Resolution No. 14/15-3069 to authorize contract No. CSPP-5322 for California State Preschool funding for the 2015-16 program year.

**RATIONALE:**

There is an established need for quality preschool opportunities for District families that cannot afford private preschool. Approving the contract will continue services for 806 preschool students at Carver, Davis, Diamond, Garfield, Heninger, Lincoln, Lowell, Madison, Martin, Pio Pico, Washington, and Wilson through California State Preschool funding.

**FUNDING:**

California Department of Education/Child Development Division: \$2,791,106

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3069 to authorize contract for California State Preschool funding for the 2015-16 program year.



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 15 - 16**

**DATE:** July 01, 2015

**CONTRACT NUMBER:** CSPP-5322

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 30-6667-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SANTA ANA UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,791,106.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	77,316.0
Minimum Days of Operation (MDO) Requirement	175

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp>.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contracts, Purchasing and Conference Services		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,791,106	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,791,106	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				



CONTRACTOR'S NAME: SANTA ANA UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-5322

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 73,215	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6667	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 73,215	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 40,281	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6667	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 40,281	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,543,128	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,543,128	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 134,482	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6667			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 134,482	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.  SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

14/15-3069  
**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services by adoption of Resolution No. 14/15-3069 – Authorization of California State Preschool Program Contract CSPP-5322 for the 2015-16 program year.

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RESOLUTION

BE IT RESOLVED that the Governing Board of Santa Ana Unified School District

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authorizes entering into local agreement number/s 14/15-3069 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Stefanie P. Phillips, Ed.D.</u>	<u>Deputy Superintendent, Operations, CBO</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 23rd day of June, 2014/15, by the Governing Board of Santa Ana Unified School District of Orange County, California.

I, Valerie Amezcua, Clerk of the Governing Board of Santa Ana Unified School District, of Orange County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

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(Clerk's signature)

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6/23/15  
(Date)

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LPD 1400520 JT

**ITEM:** Consent

**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 reject Government Code §910 and §910.2 claims against the District, File Number: LPD 1400520 JT.

**DESCRIPTION OF DAMAGE/INJURY:**

Claimant requesting reimbursement for property damage.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Number: LPD 1400520 JT.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 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 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>RETIREMENT</b>					
Frumhoff, Janet	Teacher	Edison	June 19, 2015		Retirement - 38 years
<b>RESIGNATIONS</b>					
Austin, Andrew	Teacher	Saddleback	June 19, 2015		Accepted another position - 1 year
Ayala, Adrian	Principal	Lathrop	June 30, 2015		Accepted another position - 7 years
Lambert, Christianne	Teacher	Segerstrom	June 19, 2015		Accepted another position - 2 years
Lee, Linda	Teacher	Godinez	June 19, 2015		Other - 12 years
Lee, Sung	Teacher	Saddleback	June 19, 2015		Personal - 17 years
<b>NEW HIRES/RE-HIRES 2015-16</b>					
De Leon, Marissa	Teacher	Washington	August 27, 2015		New Hire - Probationary I
Henry, Kristen	Program Specialist	Psychological Services	July 1, 2015		New Hire - Probationary I
Hernandez, Adriana	Psychologist	Psychological Services	August 25, 2015		New Hire - Probationary I
Martinez, Juliana	Teacher	Lincoln	August 27, 2015		New Hire - Probationary I

**Personnel Calendar**  
**Board Meeting - June 23, 2015**  
**CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PROVISIONAL CONTRACTS 2015-16</b>					
Armstrong, Christopher	Teacher	Special Education			Mild/Moderate
Barber, Forrest	Teacher	Lathrop			English
Barber, Todd	Teacher	Lathrop			Mild/Moderate
Beames, Amy	Teacher	Segerstrom			English
Chavez, Michael	Teacher	Segerstrom			Social Science
Cheng, Jessica	Teacher	Valley			Choir
Colazas, William	Teacher	Spurgeon			Science
Conlon, John	Teacher	Valley			Mild/Moderate
Corrales, Susana	Teacher	Carr			(Social Science)
Cox, Kristina	Teacher	Willard			Mild/Moderate
					English
Cozens, Tara	Teacher	Valley			Algebra II & Higher
Croom, Heather	Teacher	Special Education			Mild/Moderate
Da Silva, Evelyn	Teacher	Segerstrom			Biology/Chemistry
Gagnier, Joshua	Teacher	Villa			Science
Gamboa, Hector	Teacher	Valley			Social Science
Garcia, Cynthia	Teacher	Carr			Mild/Moderate
Gordillo, David	Teacher	Carr			Science
					Moderate/Severe
Guzman, Allison	Teacher	Special Education			Autism
Holmund, Daryl	Teacher	Spurgeon			English
					6th Grade CORE
Hubbard, Michael	Teacher	Spurgeon			(Math/Science)
Iriart, Wende	Teacher	Lathrop			Science

**Personnel Calendar  
Board Meeting - June 23, 2015**

**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>PROVISIONAL CONTRACTS 2015-16 (Continued)</b>					
Jackson, Ryan	Teacher	Segerstrom			Biology/Chemistry
Jacobe, Stacey	Teacher	Special Education			Mild/Moderate
Juarez, Juan	Teacher	Segerstrom			Spanish (Partial Contract – 60%)
Kubo, Nicole	Teacher	Esqueda			Science
Lara, Yuri	Teacher	Valley			English
Lopez, Kathy	Teacher	Valley			Biology/Chemistry
Martin, Christopher	Teacher	Century			Computer Technology
McCormick, Matthew	Teacher	Spurgeon			English
McMullen, Carrie	Teacher	Segerstrom			English
Mendoza, Melissa	Teacher	Special Education			Moderate/Severe SH
Miller, Melissa	Teacher	Spurgeon			6th Grade CORE (English/Social Science)
Mirhashemi, Niloufar	Teacher	Saddleback			Chemistry
Morales, Karina	Teacher	Valley			English
Nguyen, Han	Teacher	McFadden			Science
Nguyen, Taylor	Teacher	Godinez			Physics
Ochoa, Jose Manuel	Teacher	McFadden			Social Science
Olah, Cassie	Teacher	Spurgeon			Music
Pegan, Andrew	Teacher	Esqueda			Social Science/English

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PROVISIONAL CONTRACTS 2015-16 (Continued)</b>					
Peterson, Brandon	Teacher	Godinez			Moderate/Severe ED (English)
Pham, Tiffany	Teacher	Spurgeon			Math
Pham, Vikki	Teacher	Spurgeon			English
Reyes, Luis	Teacher	Special Education			Mild/Moderate Itinerant
Richardson, Libby	Teacher	McFadden			English
Richter, Carey	Teacher	Willard			English
Rivera, Zayra	Teacher	Saddleback			Spanish
Rocha, Diego	Teacher	Godinez			Algebra II & Higher
Rogers, Brandon	Teacher	Seegerstrom			Mild/Moderate
Rush, Kathryn	Teacher	Century			Algebra II & Higher
Schurman, Jimmy	Teacher	Seegerstrom			Algebra II & Higher
Siratt, Julie	Teacher	Valley			Biology
Sohner, Kelly	Teacher	McFadden			English
Sosa, Griselda	Teacher	Valley			Physical Education
Tomala, Wendy	Teacher	Carr			Math/MESA
Tran, Sean	Teacher	Special Education			Mild/Moderate Itinerant
Turf, Michael	Teacher	Esqueda			Social Science
Vazquez, Roberto	Teacher	Spurgeon			Physical Education
Verdesoto, Karla	Teacher	Valley			Spanish



Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PROVISIONAL CONTRACTS 2015-16 (Continued)</b>					
Watkins Cox, Kathryn	Teacher	Carr			Social Science
Wenger, Brittany	Teacher	Villa			English
Williamson, Jacqueline	Teacher	Carr			English
<b>VOLUNTARY REASSIGNMENTS 2015-16</b>					
Bohinc, Melissa	Teacher	Advanced Learning Academy	August 27, 2015		From Sierra to Advanced Learning Academy
Galvan, Sylvia	Teacher	Advanced Learning Academy	August 27, 2015		From Jefferson to Advanced Learning Academy
Hogan, Barbara	Teacher	Advanced Learning Academy	August 27, 2015		From Monte Vista to Advanced Learning Academy
Morelos, Maya	Teacher	Advanced Learning Academy	August 27, 2015		From Madison to Advanced Learning Academy
Palomino, Carina	Teacher	Advanced Learning Academy	August 27, 2015		From Thorpe to Advanced Learning Academy
Wood, Jennifer	Teacher	Advanced Learning Academy	August 27, 2015		From Kennedy to Advanced Learning Academy

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>LEAVE (21 duty days or more) - Without Pay and Without Benefits</b>					
Aguilar-Ramirez, Guadalupe	Teacher	Segerstrom	August 27, 2015	June 17, 2016	Family Responsibilities
<b>GRADE LEVEL LEADERS 2014-15</b>					
Sokol, Melissa		Harvey	2014-15		
<b>EXTENDED WORK YEAR 2015-16</b>					
Russell-Garcia, Jacqueline	Transition Program	Career Community Educational Specialist	August 1, 2015	June 30, 2016	10 Additional Days
<b>EXTENDED WORK YEAR 2014-15</b>					
Fitzgerald Jimenez, Crystal	ELD Coordinator	Saddleback	June 22, 2015	June 30, 2015	7 Additional Days
Vargas, Cesar	Language Specialist	English Learner Programs	June 18, 2015	June 30, 2015	7 Additional Days
<b>EXTRA DUTY 2015-16</b>					
Brooks, Cheryl	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2015-16 (Continued)</b>					
Castelazo, Cindy	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate
Gibson, Jonathan	Teacher	K-12 Curriculum Instruction/Staff Development	July 1, 2015	July 10, 2015	Regular Hourly Rate
Guthrie, Bryan	Program Specialist	Special Education	July 1, 2015	August 26, 2015	Regular Hourly Rate
Herrera-Duarte, Araceli	Psychologist	Psychological Services	July 6, 2015	August 6, 2015	Regular Hourly Rate
Heslip, Veronica	Psychologist	Psychological Services	July 1, 2015	August 21, 2015	Regular Hourly Rate
Hughes, Shawna	Teacher	Special Education	July 1, 2015	August 21, 2015	Regular Hourly Rate
Katnik, Lauren	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate
Larsson, Mary	Speech and Language Pathologist	Speech Department	July 1, 2015	July 31, 2015	Regular Hourly Rate
Parsel, Tori	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2015-16 (Continued)</b>					
Pfotenhauer, Elise	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate
Rao, Maya	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate
Reigle, Allison	Psychologist	Psychological Services	July 6, 2015	August 6, 2015	Regular Hourly Rate
Russell-Garcia, Jacqueline	Transition Program	Career Community Educational Specialist	July 1, 2015	June 30, 2016	Regular Hourly Rate
Schaefer, Alicia	Speech and Language Pathologist	Speech Department	July 1, 2015	August 6, 2015	Regular Hourly Rate
Thoms, Luz	Psychologist	Psychological Services	July 6, 2015	August 6, 2015	Regular Hourly Rate
<b>EXTRA DUTY 2014-15</b>					
Gibson, Jonathan	Teacher	K-12 Curriculum and Instruction/ Staff Development	June 23, 2015	June 30, 2015	Regular Hourly Rate
Guthrie, Bryan	Psychologist	Psychological Services	June 22, 2015	June 30, 2015	Regular Hourly Rate

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>EXTRA DUTY 2014-15 (Continued)</b>					
Lopez-O'Rourke, Rosa	Psychologist	Psychological Services	June 22, 2015	June 30, 2015	Regular Hourly Rate
<b>SUMMER SCHOOL COUNSELORS</b>					
Avila, Christina		Saddleback			Summer School Rate
Castro, Elizabeth		Godinez			Summer School Rate
Chavez, Veronica		Godinez			Summer School Rate
DiLullo, Aimee		Valley			Summer School Rate
Espinosa, Velina		Middle College			Summer School Rate
Garcia-Ortiz, Gloria		Valley			Summer School Rate
Padilla, Alejandro		Valley			Summer School Rate
Perez, Sandra		Valley			Summer School Rate
Quezada, Fabiola		Saddleback			Summer School Rate
Reta, George		Chavez			Summer School Rate

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER SCHOOL COUNSELORS (Continued)</b>					
Rios, Adrian		Lorin Grisct			Summer School Rate
Sachs, Stephanie		Saddleback			Summer School Rate
Valdez, Javier		Valley			Summer School Rate
Villarreal, Nancy		Saddleback			Summer School Rate
<b>SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS</b>					
Beers, Jean		Roosevelt			
De Leon, Marissa		Washington			
Hamblin, Heather		Muir			
Martinez, Juliana		Lincoln			
<b>SUMMER SCHOOL TEACHERS</b>					
Cortes, Teodoro		Century			
Echaves, Michael		Godinez			
Echeverria, Daniel		Middle College			
Flater, Michael		Santa Ana			
Harrison, Thomas		Century			
Mc Mahon, Jeanette		Godinez			
Nieto Miller, Paula		Godinez			

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SUMMER SCHOOL TEACHERS (Continued)</b>					
Ortiz, Brenda		Valley			
Vismantas, Eric		Godinez			
Young, Jeffrey		Century			
Cozens, Tara		Valley			
Ortencia, Sell		Valley			
Peterson, Erik		Middle College			
<b>SUMMER SCHOOL NURSES</b>					
Bainbridge, Victoria					
Higbie, Kerstin					
Ytuarte, Laurie					
Zermeno, Sommer					
<b>SUMMER SCHOOL RETIRED NURSES</b>					
Adin, Peggy					
Pate, Bonnie					
Mc Lean, Gayle					
<b>PARTIAL CONTRACTS 2015-16</b>					
Allen, Christine	Program Specialist	Special Education	July 1, 2015		Continue 50% contract

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>PARTIAL CONTRACTS 2015-16 (Continued)</b>					
Beheshti, Payam	Psychologist	Psychological Services	August 25, 2015		Continue 90% contract
Blash, Megan	Teacher	Godinez	August 27, 2015		Continue 60% of everyday
Corell, Julie	Speech and Language Pathologist	Speech Department	August 27, 2015		Continue 80% contract
Crosby-Cooper, Tricia	Psychologist	Psychological Services	August 25, 2015		Continue 80% contract
Hefner, Anne	Speech and Language Pathologist	Speech Department	August 27, 2015		Continue 50% contract
Ingersoll, Laura	Speech and Language Pathologist	Speech Department	August 27, 2015		Continue 60% contract
Johnson, Deijia	Teacher	Special Education	August 27, 2015		Continue 80% contract
Lee Giuseffi, Robyn	Curriculum Specialist	K-12 Curriculum Instruction/Staff Development	July 1, 2015		Continue 80% contract
Lopez, Yazmin	Nurse	Early Childhood Education	August 27, 2015		Continue 49% contract
Maeda, Eileen	Teacher	Visual and Performing Arts	August 27, 2015		Continue 80% contract



**CERTIFICATED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 2015**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>PARTIAL CONTRACTS 2015-16 (Continued)</b>					
Maffetore, Meredith	Program Specialist Speech and Language Pathologist	Special Education	July 1, 2015		Continue 50% contract
Malczynski, Jan		Speech Department	August 27, 2015		Continue 75% contract
Murgolo, Kimberly	Teacher	Lorin Grisot	August 27, 2015		Continue 33.3% of everyday
Orrante, Rebecca	Speech and Language Pathologist	Speech Department	August 27, 2015		Continue 80% contract
Rezvani, Niloufar	Psychologist	Psychological Services	August 25, 2015		Continue 75% contract
Ryan, Brittney	Speech and Language Pathologist	Speech Department	August 27, 2015		Continue 20% contract
Salcedo, Jessica	Teacher	Santa Ana	August 27, 2015		Continue 80% contract
Skelton, Susan	Psychologist	Psychological Services	August 25, 2015		Continue 90% contract
York, Jennifer	Teacher	Godinez	August 27, 2015		Continue 40% of everyday

**Personnel Calendar  
Board Meeting - June 23, 2015**

**CERTIFICATED PERSONNEL CALENDAR**

<b>NAME</b>	<b>POSITION</b>	<b>SITE</b>	<b>EFF. DATE</b>	<b>END DATE</b>	<b>COMMENTS</b>
<b>CHANGE IN CONTRACT LENGTH 2015-16</b>					
Guthrie, Bryan	Psychologist	Special Education	August 25, 2015		From 80% to 90% contract
Johnson, Maria	Teacher	Segerstrom	August 27, 2015		From 50% to 100% contract
Morgan, Jeanette	Psychologist	Psychological Services	August 25, 2015		From 40% to 60% contract
Motta, Joann	Teacher	Fremont	August 27, 2015		From 50% to 100% contract
Nguyen, Dana	Teacher	Santa Ana	August 27, 2015		From 100% to 80% of everyday
Pertschi, Heidi	Teacher	Esqueda	August 27, 2015		From 50% to 100% contract
Priess, Ann	Teacher	Godinez	August 27, 2015		From 60% of everyday to 100% contract
Reyes, Margarita	Teacher	Heninger	August 27, 2015		From 60% to 100% contract
Rodriguez-Thomas, Rocio	Teacher	Santa Ana	August 27, 2015		From 60% to 80% contract
Sommer, Kimberly	Teacher	Mitchell	August 27, 2015		From 90% to 100% contract
Spearman, Suzanne	Psychologist	Psychological Services	August 25, 2015		From 60% to 75% contract
Steele-Hasen, Lisa	Teacher	Chavez	August 27, 2015		From 50% to 100% contract

**Personnel Calendar  
Board Meeting - June 23, 2015  
CERTIFICATED PERSONNEL CALENDAR**

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>CHANGE IN CONTRACT LENGTH 2015-16 (Continued)</b>					
Tucker, Adriana	Teacher	Lorin Grisct	August 27, 2015		From 50% of everyday to 100% contract
<b>SHARED CONTRACTS 2015-16</b>					
Pilla, Julia	Teacher	Esqueda	August 27, 2015		60% contract
Ixmay, Jana	Teacher	Esqueda	August 27, 2015		40% contract
Loo, Erin	Teacher	Fremont	August 27, 2015		10% contract
Hodges, Cristin	Teacher	Fremont	August 27, 2015		90% contract
Wellikson, Leah	Teacher	Fremont	August 27, 2015		50% contract
Mouat, Amy	Teacher	Fremont	August 27, 2015		50% contract
Mauga, Nicholl	Teacher	Greenville	August 27, 2015		40% contract
Simon, Tracy	Teacher	Greenville	August 27, 2015		60% contract
Delgado, Breana	Teacher	Jackson	August 27, 2015		50% contract
Espinosa De Elena,	Teacher	Jackson	August 27, 2015		50% contract
Cerri, Amy	Teacher	Lincoln	August 27, 2015		50% contract
Ledergerber, Amber	Teacher	Lincoln	August 27, 2015		50% contract

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SHARED CONTRACTS 2015-16 (Continued)</b>					
Galindo-Werner, Lisa	Teacher	Mitchell	August 27, 2015		45% contract
Lopez, Amanda	Teacher	Mitchell	August 27, 2015		55% contract
Castellanos, Krista	Teacher	Muir	August 27, 2015		40% contract
Fasheh, Alicia	Teacher	Muir	August 27, 2015		60% contract
Rowen, Stacey	Teacher	Muir	August 27, 2015		50% contract
Sebens, Amber	Teacher	Muir	August 27, 2015		50% contract
Hackett, Jeanne	Teacher	Remington	August 27, 2015		80% contract
Kretschmar, Jeanne	Teacher	Remington	August 27, 2015		20% contract
Hagmann, Jennifer	Teacher	Remington	August 27, 2015		50% contract
Kenyon, Allison	Teacher	Remington	August 27, 2015		50% contract
Bornhop, Mary	Teacher	Roosevelt	August 27, 2015		50% contract
Raya, Erin	Teacher	Roosevelt	August 27, 2015		50% contract
Dickey, Melissa	Teacher	Roosevelt	August 27, 2015		50% contract
Hall, Jannette	Teacher	Roosevelt	August 27, 2015		50% contract
Lemberger, Diane	Teacher	Roosevelt	August 27, 2015		40% contract
Sherman, Colleen	Teacher	Roosevelt	August 27, 2015		60% contract

Personnel Calendar  
Board Meeting - June 23, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
<b>SHARED CONTRACTS 2015-16 (Continued)</b>					
Ward, Deborah	Teacher	Sierra	August 27, 2015		50% contract
Warwick, Sandra	Teacher	Sierra	August 27, 2015		50% contract
Arvizu, Virginia	Teacher	Taft	August 27, 2015		20% contract
Jones, Christine	Teacher	Taft	August 27, 2015		80% contract
Scheid, Erin	Teacher	Taft	August 27, 2015		80% contract
Arvizu, Virginia	Teacher	Taft	August 27, 2015		20% contract
Smith, Katrina	Teacher	Taft	August 27, 2015		60% contract
Larkins Silva, Karen	Teacher	Taft	August 27, 2015		40% contract
Call, Brenda	Teacher	Walker	August 27, 2015		60% contract
Kinan, Karen	Teacher	Walker	August 27, 2015		40% contract
Avram, Sarah	Teacher	Washington	August 27, 2015		60% contract
Holder, Estelle	Teacher	Washington	August 27, 2015		40% contract

**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>
Academic Pentathlon Coaches	Mendez	General Funds	\$6,600	September 1, 2015
Before/After School Tutoring - Certificated	Willard	Title I	\$10,000	September 1, 2015
Benchmark Extended Response Training and Scoring-Intermediate Math	Educational Services K-12	Bechtel Grant	\$190,000	July 1, 2015
Cheer Camp (Ratifications)	Saddleback	Cheer Team ASB Donations	\$2,310	June 22, 2015
Cheer Clinic	Saddleback	Cheer Team ASB Donations	\$2,310	July 7, 2015
Collaboration, Program Planning, Extra Duty	Sierra	Title I	\$15,100	July 1, 2015
Counselor Summer Support	Century	Extra Duty General Education	\$3,483	June 24, 2015
Curriculum Planning	Segerstrom	General Funds	\$4,000	July 1, 2015
Dance Camp	Saddleback	Dance Team ASB Donations	\$1,430	August 3, 2015
Dance Clinic	Saddleback	Dance Team ASB Donations	\$1,430	August 10, 2015
Dual Language Program After School Tutoring	King	Title III	\$15,000	September 1, 2015
Dual Language Program After School Tutoring	Pio Pico	Title III	\$15,000	September 1, 2015
Dual Language Program After School Tutoring	Jefferson	Title III	\$15,000	September 1, 2015
Dual Language Program After School Tutoring	Lowell	Title III	\$15,000	September 1, 2015
Dual Language Program After School Tutoring	McFadden	Title III	\$15,000	September 1, 2015

**Board Meeting  
June 23, 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>
Elementary Reading Academy	Elementary Educational Services	Title I Core Set Aside	\$66,263	July 1, 2015
Ethnic Studies Teacher Collaboration	Educational Services K-12	Title I PD	\$10,000	July 1, 2015
Ethnic Studies Teacher Collaboration (Ratification)	Educational Services K-12	Title I PD	\$3,000	June 9, 2015
Extended Learning Opportunities - Certificated	Willard	General	\$20,000	July 1, 2015
Extended Learning Opportunities - Certificated	Willard	Title I	\$10,000	July 1, 2015
Jaguar Football Camp	Seegerstrom	ASB	\$2,436	July 1, 2015
Jump Start Summer Bridge Instructor - Certificated	Willard	General	\$35,000	July 1, 2015
Jump Start Summer Bridge Instructor - Counselor	Willard	General	\$1,000	July 1, 2015
Jump Start Summer Bridge Program Planning - Certificated	Willard	General	\$3,000	July 1, 2015
King Summer Literacy Academy	King	Title I	\$7,000	July 1, 2015
King Summer Literacy Academy	King	Discretionary Fund	\$28,000	July 1, 2015
Language Arts Enrichment	Lowell	Title I Core	\$20,000	July 1, 2015
Math Curriculum Maps 9-12	Educational Services K-12	Title II	\$10,000	July 1, 2015
Math Curriculum Maps K-8	Educational Services K-12	Bechtel Grant	\$10,000	July 1, 2015
Math Professional Development 9-12	Educational Services K-12	Title II	\$80,000	July 1, 2015
NGSS Summer Institute	Educational Services	Bechtel	\$42,000	July 13, 2015

**Board Meeting  
June 23, 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>
Professional Development Instructor - Certificated	Willard	General	\$2,000	July 1, 2015
Professional Development Participant - Certificated	Willard	General	\$3,000	July 1, 2015
Program Planning	Edison	Title I	\$5,000	July 1, 2015
Program Planning - Certificated	Willard	General	\$3,000	July 1, 2015
Program Planning - Certificated	Willard	Title I	\$3,000	July 1, 2015
Program Planning	Learning Innovation with Technology	Two-Way Digital	\$10,000	July 1, 2015
Run, Hide, Fight Video Project (Ratification)	Risk Management	Fund 019138	\$1,000	February 9, 2015
Saturday Attendance Recovery Program - Certificated	Willard	General	\$5,000	September 1, 2015
School-Wide Events	Segerstrom	General Funds	\$6,000	September 24, 2015
Secondary Professional Development	Educational Services K-12	Title II	\$40,000	July 1, 2015
Social Science - Common Core Writing Trainings (After School, Summer, Saturday)	Educational Services K-12	Title II	\$39,000	July 1, 2015
Social Science Teacher Collaboration	Educational Services K-12	Title II	\$40,000	July 1, 2015
Staff Development	Learning Innovation with Technology	Two-Way Digital	\$50,000	July 1, 2015
Strategic Instructional Goals Planning	Segerstrom	General Funds	\$5,000	July 1, 2015
Strategic School -Wide Planning	Segerstrom	General Funds	\$4,000	July 1, 2015
Summer and Expanded Supplemental Library Services	Lowell	LCAP	\$3,000	July 1, 2015
Summer Bridge Program Planning - GF	McFadden	General Fund	\$10,000	August 1, 2015
Summer Bridge Program Planning - TI	McFadden	Title I	\$10,000	August 1, 2015

**Board Meeting  
June 23, 2015**





**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 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>RESIGNATIONS</b>						
Arellano, Fernando	Activity Supervisor	Mendez	June 18, 2015			Personal - 3 years, 5 months
Barnes, Christina	Library Media Tech.	Adams	June 12, 2015			Personal - 7 years, 8 months
Cerda, Aracely	Instr. Asst. Sev. Dis.	Saddleback	June 18, 2015			Personal - 9 years, 5 months
Dillard, Kristin	After School IP	Taft	June 5, 2015			Personal - 5 months
Hernandez, Marbella	Activity Supervisor	Heroes	September 26, 2014			Personal - 4 months
Kwong, Queenie	After School IP	Kenney	June 18, 2015			Personal - 5 months
Ornedo, Emmanuel	After School IP	Hoover	June 1, 2015			Personal - 5 months
Webb, Allyson	After School IP	Edison	June 17, 2015			Personal - 5 months
<b>TERMINATION</b>						
ID# 28951	After School Instructional Provider-Engage 360	Romero Cruz	June 4, 2015			Did not pass probation

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 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>ABSENCE (3 to 20 duty days) - Without Pay</b>						
Mora, Kristianne	Library Media Tech.	Garfield	June 15, 2015	June 24, 2015		Personal
<b>PROBATIONARY APPOINTMENTS</b>						
Cobian, Maribel	Preschool Teacher	ECE	August 31, 2015		IIIC	
Covarrubias, Jessica	After Sch. IP	After School Program	June 8, 2015		16/1	
He, Yasheng	Network Engineer	ITC	June 24, 2015		20/1	
Mendoza, Melanie	Head Start Teacher	Child Dev.	August 31, 2015		Column I/ Step 1	
Oropeza, Briana	After Sch. IP	Lowell	June 15, 2015		16/1	
Padilla Sanabria, Ana	After Sch. IP	Carver	June 19, 2015		16/1	
Ramirez, Elizabeth	Instr. Asst. Sev. Dis.	Adult Transition	June 8, 2015		20/1	
Ruiz, Jazmine	After Sch. IP	After School Program	June 19, 2015		16/1	
<b>PROMOTIONAL APPOINTMENTS</b>						
Pedroza, Erika	Sch. Off. Mgr. Elem. Department	Hoover	August 3, 2015		28/1	
Plaza, Leonor	Specialist	Special Ed.	June 24, 2015		28/5	

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<b>REASSIGNMENTS</b>						
Acevedo, Sabina	Admin. Secretary	RTC	June 8, 2015		30/6 + Bil.	From Research & Evaluation to RTC
Ardeshiri, Manijeh	SSP Sp. Ed.	Santa Ana	June 1, 2015		19/2	From Sp. Ed. to Santa Ana
<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation</b>						
Alvarado, Angelica	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 14, 2015	June 9, 2015	13/6	
Bolanos Nieto, Alberto	Constr. Admin. Tech.	Facilities Dept.	May 9, 2015	June 30, 2015	40/3	
Gonzalez, Maria	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 19, 2015	June 19, 2015	13/6	
Guillen, Juanita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 19, 2015	June 18, 2015	13/6	
Huizar, Renato	Fd. Svc. Spvr. Int.	Nutrition Svcs.	May 26, 2015	May 29, 2015	27/1	
Jimenez, Paulino	Int. Ld. Custodian	Bldg. Svcs.	June 10, 2015	June 30, 2015	25/6 + Diff.	
Mojica, Rita	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	May 29, 2015	June 2, 2015	13/6	
Morales, Guillermina	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	June 2, 2015	June 18, 2015	13/6	
Najera, Julia	Fd. Svc. Spvr. Int.	Nutrition Svcs.	May 19, 2015	June 18, 2015	27/1	

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<b>TEMPORARY ASSIGNMENTS - Out of Class Compensation (Continuation)</b>						
Núñez, Nadine	Sr. Fd. Svc. Wkr.	Nutrition Svcs.	June 5, 2015	June 18, 2015	13/6	
Torres, Margarito	Lead Custodian	Bldg. Svcs.	May 26, 2015	June 12, 2015	28/5 + Diff.	
<b>ACTIVITY SUPERVISORS</b>						
Flores, Asucena	Activity Supervisor	Muir	June 3, 2015		10/1	
Vera Mojica, Vera	Activity Supervisor	Wilson	April 28, 2015		10/1	
<b>HOURLY APPOINTMENTS</b>						
Blancas, Rogelio	Instr. Provider	Godinez	June 3, 2015		16/1	
Eggers, Bianca	Instr. Provider	Mendez	June 16, 2015		16/1	
<b>SUBSTITUTE</b>						
Zanca, Maryann	Clerical		June 10, 2015		20/1	
<b>EXTENDED SCHOOL YEAR</b>						
Aceves, Nancy	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Acosta Murillo, Christian	SSP Sp. Ed.	Muir	July 1, 2015	July 28, 2015		
Aguilar, Brenda	SSP Sp. Ed.	Segerstrom	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
	Autism					
Aguilar, Yessenia	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Aguilar de Guerrero, Sandra	Instr. Asst. Sev. Dis.	Saddleback	July 1, 2015	July 28, 2015		
Aguirre, Nancy	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Alaman Jr., Alvin	Instr. Asst. Sev. Dis.	Godinez	June 23, 2015	July 29, 2015		
Albinio, Jeffrey	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Alcala, Maria	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
		Transition Program				
Alcaraz, Anna	Instr. Asst. Sev. Dis.	Program	July 1, 2015	July 28, 2015		
	Autism					
Alcaraz, Richard	Paraprofessional	Saddleback	July 1, 2015	July 28, 2015		
		Transition Program				
Aldada, Siham	Job Coach	Program	June 22, 2015	July 17, 2015		
	Autism					
Alvarado, Richard	Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Alvarez, Maria G.	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Amador, Elena	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Amezcuca, Carlos	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Angel, Javier	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
	Autism					
Arambula, Eneida	Paraprofessional	Kennedy	July 1, 2015	July 28, 2015		
Arciga-Gonzalez, Evelina	SLPA	Speech Dept:	June 22, 2015	August 6, 2015		
Ardeshiri, Manijeh	SSP Sp. Ed.	NOVA	June 29, 2015	July 10, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
	Autism					
Arebalo, Martha	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Arellano, Jeanette	Instr. Asst. Sp. Ed.	Saddleback	June 23, 2015	July 29, 2015		
Arias, Ana	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Ariaz, Ashlee	SSP Sp. Ed.	Mitchell	July 6, 2015	August 6, 2015		
Arroyo-Frasco, Jovita	Instr. Asst. Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
	Autism					
Avendano, Liliam	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
	Autism					
Avila, Beatrice	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Avina, Juan Carlos	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Bailey, Melody	COTA	Speech Dept.	June 22, 2015	August 6, 2015		
	Autism					
Barlow, Desmond	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Barrera, Abimelech	SSP Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
Barreto, Esmeralda	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		
Bashir, Amanda	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Batac, Suzanne	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Beltran, Crystal	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Bernal, Gabriela	Instr. Asst. Sev. Dis.	Saddleback	July 1, 2015	July 28, 2015		
	Autism					
Bird, Valerie	Paraprofessional	Washington	July 1, 2015	July 28, 2015		
	Autism					
Blackwell, Marie	Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Blas, Elizabeth	SSP Sp. Ed.	Roosevelt	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Brito, Jessica	Instr. Asst. DHH Autism	Transition Program	July 1, 2015	July 28, 2015		
Brown, Jamie	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Buitrago, Maurice	Instr. Asst. Sev. Dis.	Transition Program	July 1, 2015	July 28, 2015		
Burt, Jennifer	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Cabanas, Karina	Autism Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Caldera, Mireya	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Calderon, Carlo	Autism Paraprofessional	Century	July 1, 2015	July 28, 2015		
Calderon, Alejandrina	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Calderon, Esmeralda	Instr. Asst. Sev. Dis.	Washington	July 1, 2015	July 28, 2015		
Calderon, Veronica	Instr. Asst. Sev. Dis.	Washington	July 1, 2015	July 28, 2015		
Camanos Jimenez, Adalid	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Capilouto, Alexis	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Casillas-Stricker, Yvette	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Castaneda, Maria	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Castaneda, Francisco	Instr. Asst. Sev. Dis.	Century	July 1, 2015	July 28, 2015		
Castellanos, Clarissa	Instr. Asst. Sev. Dis.	Transition Program	June 22, 2015	July 17, 2015		



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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Castro, Tanjay	Physical Therapist	Speech Dept.	June 22, 2015	August 6, 2015		
Castro, Daniel	SSP Sp. Ed.	Godinez	June 23, 2015	July 29, 2015		
Caudillo, Melody	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Cazales, Elias	Assistive Technology Specialist	Sp. Ed.	June 22, 2015	August 6, 2015		
Chapman, Joy	Interpreter- Hearing Impaired	Taft	July 1, 2015	July 28, 2015		
Chavez Montero, Jesus	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Chavoya, Vanessa	Instr. Asst. Sev. Dis.	Saddleback	July 1, 2015	July 28, 2015		
Clifton, Diana	Autism Paraprofessional	Saddleback	July 1, 2015	July 28, 2015		
Collazo, Patricia	Instr. Asst. Sp. Ed.	Lorin Grisnet	June 23, 2015	July 29, 2015		
Contreras, Antonia	Instr. Asst. Sev. Dis.	Transition Program	June 23, 2015	July 29, 2015		
Contreras, Andres	SSP Sp. Ed.	Santa Ana	June 23, 2015	July 29, 2015		
Contreras, Juan	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Cornejo, Edwin	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Cortez, Silvia	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Cortez, Bertha	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Cortez, Esther	Instr. Asst. Sev. Dis.	Saddleback	July 1, 2015	July 28, 2015		
Costa, Janet	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Cristobal, Alma	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Cristobal, Leticia	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Cristobal, Erik	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Cruz, Jose	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Cruz, Mindy	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Curiel, Alejandro	Instr. Asst. Sev. Dis.	Lincoln	July 1, 2015	July 28, 2015		
Davalos, Lizzeth	Instr. Asst. Sev. Dis.	Godinez	June 23, 2015	July 29, 2015		
De la Cruz, Richard	Autism Paraprofessional	Spurgeon	July 1, 2015	July 28, 2015		
De la Roca, Xavier	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Diaz, Yvette	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Diaz, Gloria	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Dickerson, Susan	SLPA Interpreter/Hearing Impaired	Speech Dept. Taft	June 22, 2015 July 1, 2015	August 6, 2015 July 28, 2015		
Ebat, Maryann	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Edwards, Jamie	Instr. Asst. Sev. Dis.	Transition Program	July 1, 2015	July 28, 2015		
Ekman, Janie	Instr. Asst. Sev. Dis.	Program	June 23, 2015	July 29, 2015		
Elias, Andrea	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Eliot, Melinda	Autism Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Escalante, Teresa	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Espinosa, Cecilia	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Espinoza, Sandra	Autism Paraprofessional	Lincoln	July 1, 2015	July 28, 2015		
Espinoza, Vanessa	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Estrada, Adela	Instr. Asst. Sev. Dis.	Adult Transition	June 23, 2015	July 29, 2015		
Faletoi, Faamoana	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Finley, Mache	Instr. Asst. Sp. Ed.	Segerstrom	June 23, 2015	July 29, 2015		
Flores, Marilu	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Flores, Juana	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Flores, Brenda	Instr. Asst. Sev. Dis.	Godinez	June 23, 2015	July 29, 2015		
Fonseca, Mayra	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Galvan, Andrea	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Garcia, Cecilia	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Garnica, Yoly	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Gastelo, Jaclyn	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Gil, Jesse	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Glass, Vicki	Job Training Assistant	Adult Transition	June 22, 2015	July 17, 2015		
Gomez, Maria Belen	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
	Autism					
Gomez, Elizabeth	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Gomez, Sandra	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
	Autism					
Gonzales, Lorraine	Paraprofessional	Spurgeon	July 1, 2015	July 28, 2015		
Gonzalez, Martha	Instr. Asst. Sp. Ed.	Lincoln	July 1, 2015	July 28, 2015		
Guillen, Elia	Instr. Asst. Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Guillen, Heidi	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Guthrie, Brett	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
	Autism					
Gutierrez, Manuel	Paraprofessional	Kennedy	July 1, 2015	July 28, 2015		
Gutierrez, John	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Gutierrez, Guillermo	Instr. Asst. Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
	Autism					
Hassan Awni, Hiam	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Hemphill, Erin	SSP Sp. Ed.	Santa Ana	June 23, 2015	July 29, 2015		
Hernandez, Dolores	Instr. Asst. Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Hernandez, Maribel	Instr. Asst. Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
Hernandez, Michelle	Instr. Asst. Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
Hernandez, David	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Herrera Diaz, Maria	Instr. Asst. Sp. Ed.	Segerstrom	June 23, 2015	July 29, 2015		
Hidalgo, Amelia	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
	Autism					
Higareda, Adriana	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Hoang, Thu-Nguyen	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Huante, Marisol	SSP Sp. Ed. Autism	Santa Ana	June 23, 2015	July 29, 2015		
Humphrey, Jaqueline	Paraprofessional Autism	Mitchell	July 6, 2015	August 6, 2015		
Ibarra, Jorge	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Inda-Llamas, Irma	Instr. Asst. Sev. Dis.	Muir	July 1, 2015	July 28, 2015		
Iniguez, Jose	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Iribe, Virginia	SSP Sp. Ed.	Kennedy	July 1, 2015	July 28, 2015		
Isais, Orlando	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Iwaki, Gloria	SSP Sp. Ed.	Valley	June 23, 2015	July 29, 2015		
James, Tina	Instr. Asst. Sev. Dis. Occupational	Santa Ana	July 1, 2015	July 28, 2015		
Johnson, Charlotte	Therapist	Speech Dept.	June 22, 2015	August 6, 2015		
Jones, Maurice	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Jones, Christina	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Kent, Julieta	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Klioumis, Patty	Instr. Asst. Sev. Dis.	Godinez	June 23, 2015	July 29, 2015		
Koppel, Lisa	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Kovacs, Elvira	Instr. Asst. Sp. Ed.	Roosevelt	July 1, 2015	July 28, 2015		
LaFramboise, Lisa	Instr. Asst. Sev. Dis. Autism	Transition Adult	June 22, 2015	July 17, 2015		
Lanphear, Julie	Paraprofessional	Transition	June 22, 2015	July 17, 2015		
Larsen, Cindy	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Ledesma, Liliana	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Lindsey, Elsy	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Locken, Wendy	SSP Sp. Ed.	Washington	July 1, 2015	July 28, 2015		
Longoria, Jesusita	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Lopez, Gloria	Autism					
	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Lopez, Diana		Community				
	Instr. Asst. Sev. Dis.	Day	June 23, 2015	July 29, 2015		
Lopez, Patricia	Instr. Asst. Sev. Dis.	Lincoln	July 1, 2015	July 28, 2015		
Lopez, Yuvana	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Lopez, Lilia	Autism					
	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Lopez, Rebecca	Instr. Asst. Sev. Dis.	Roosevelt	July 1, 2015	July 28, 2015		
Lopez, Ana	Autism					
	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Lopez, David	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Lopez, Angelica	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Lopez, Carlos	Autism					
	Paraprofessional	Santa Ana	July 1, 2015	July 28, 2015		
Lopez, Viviana	Autism					
	Paraprofessional	Spurgeon	July 1, 2015	July 28, 2015		
Lozano, David	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Lubetkin, Kate	Autism					
	Paraprofessional	Heninger	July 1, 2015	July 28, 2015		
Macias, Susana	Instr. Asst. Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Magana, Corina	Instr. Asst. Sev. Dis.	Transition Program	June 22, 2015	July 17, 2015		
Magill, Anita	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Maon, Connie	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Mares, Patricia	Autism Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Marquez, Alberto	Autism Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Marron, Norma	Instr. Asst. Sp. Ed.	Century	June 23, 2015	July 29, 2015		
Marroquin, Juan	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Marrufo, Yesenia	Instr. Asst. Sev. Dis.	Lincoln	July 1, 2015	July 28, 2015		
Martinez, Juliana	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Martinez, Dora	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Martinez, Yobany	SSP Sp. Ed.	Valley	June 23, 2015	July 29, 2015		
McIntyre, Beverly	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Medina, Birdella	Autism Paraprofessional	Lincoln	July 1, 2015	July 28, 2015		
Melendrez, Genessis	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Melgar, Vanessa	Autism Paraprofessional	Lincoln	July 1, 2015	July 28, 2015		
Melgoza, Pablo	Instr. Asst. Sev. Dis.	Adult Transition	July 1, 2015	July 28, 2015		
Mendez, Rita	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Millan, Rosenda	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Mojarra, Cynthia	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Mondo, Alice	SSP Sp. Ed. Autism	Taft	July 1, 2015	July 28, 2015		
Morales, Brenda	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Morales, Maria R.	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Morales Cruz, Marcela	Instr. Asst. Sp. Ed. Autism	Washington	July 1, 2015	July 28, 2015		
Moreno, Eulalia	Paraprofessional	Kennedy	July 1, 2015	July 28, 2015		
Moreno, Maria G.	Instr. Asst. Sp. Ed.	Santa Ana	June 23, 2015	July 29, 2015		
Moreno , Edelira	Instr. Asst. Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Munoz, Elva	Instr. Asst. Sev. Dis. Autism	Segerstom	July 1, 2015	July 28, 2015		
Murphy, Joseph	Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Naderi, Claudia	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Najera, Robert	Instr. Asst. Sev. Dis.	Roosevelt	July 1, 2015	July 28, 2015		
Nava, Ruby	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Nava, Leticia	Instr. Asst. Sp. Ed. Autism	Washington	July 1, 2015	July 28, 2015		
Nguyen, Hang	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Nguyen, Phoung	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Noriega, Denise	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Nunez, Alejandro	Instr. Asst. Sev. Dis.	Adult Transition	June 23, 2015	July 29, 2015		
Nunez, Alvaro	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		



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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
	Autism					
Ojeda-Gaeona, Jamie	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Onchi, Ana	Autism					
Onchi, Ana	Paraprofessional	Heninger	July 1, 2015	July 28, 2015		
Onchi, Erika	Autism					
Onchi, Erika	Paraprofessional	Saddleback	July 1, 2015	July 28, 2015		
Onchi, Victoria	Autism					
Onchi, Victoria	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Ordaz, Teresa	Autism					
Ordaz, Teresa	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Ordonez, Gilma	Autism					
Ordonez, Gilma	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Orozco, Maria	Instr. Asst. Sev. Dis.	Roosevelt	July 1, 2015	July 28, 2015		
Orozco, Ivette	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Ortega, Edna	Instr. Asst. Sev. Dis.	Century	June 23, 2015	July 29, 2015		
Oseguera, Cynthia	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Owens, Graciela	Instr. Asst. Sp. Ed.	Spurgeon	June 23, 2015	July 29, 2015		
Palomino, Veronica	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		
Palomino, Debbie	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Palumbo, Rosa	SSP Sp. Ed.	Kennedy	July 1, 2015	July 28, 2015		
	Autism					
Parra, Martha	Paraprofessional	Heninger	July 1, 2015	July 28, 2015		
Pena, Jose	Instr. Asst. Sp. Ed.	Segerstrom	June 23, 2015	July 29, 2015		
	Autism					
Perez, Delma	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Perez, Lyzzette	Instr. Asst. Sev. Dis. Autism	Santa Ana	July 1, 2015	July 28, 2015		
Perez, Lidia	Paraprofessional	Kennedy	July 1, 2015	July 28, 2015		
Perez, Jaime	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Perez, Evangelina	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Perez, Donna	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Petros, Diana	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Pluma, Amor	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Pomele, Vaimanino	Instr. Asst. Sev. Dis.	SAC	July 1, 2015	July 28, 2015		
Prado, Angelica	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Prieto, Maribel	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Pulido, Analiz	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Pulido, Guadalupe	Instr. Asst. Sp. Ed.	Kennedy	July 1, 2015	July 28, 2015		
Pulido-Wycoff, Anna	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Quinonez, Vanessa	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Quintana, Olivia	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Rabadan, Silvia	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Ramirez, Gabriel	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Ramirez, Virginia	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Ramirez, Verence	SSP Sp. Ed.	Century	June 23, 2015	July 29, 2015		
Ramirez, Leonardo	Instr. Asst. Sev. Dis. Autism	Century	July 1, 2015	July 28, 2015		
Ramirez, Elizabeth	Paraprofessional Autism	Muir	July 1, 2015	July 28, 2015		
Ramirez, Carolyn	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Ramos, Maria	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Rayle, Carolyn	Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Restrepo, Norma	Instr. Asst. Sev. Dis.	Roosevelt	July 1, 2015	July 28, 2015		
Reyes, Juliana	SSP Sp. Ed.	NOVA	June 8, 2015	June 26, 2015		
Reyes, Guillermina	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Rios, Sara	SSP Sp. Ed.	Muir	July 1, 2015	July 28, 2015		
Rivera, Jose	Instr. Asst. Sev. Dis.	Godinez	June 23, 2015	July 29, 2015		
Roberts, Mark	SSP Sp. Ed.	Lincoln	July 1, 2015	July 28, 2015		
Rodriguez, Lurdes	Instr. Asst. Sev. Dis.	Century	July 1, 2015	July 28, 2015		
Rodriguez, Karen	Instr. Asst. Sev. Dis.	Century	July 1, 2015	July 28, 2015		
Rodriguez, Katherine	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Rodriguez, Rosalinda	Instr. Asst. Sp. Ed. Autism	Roosevelt	July 1, 2015	July 28, 2015		
Rodriguez, Silvia	Paraprofessional	Roosevelt	July 1, 2015	July 28, 2015		
Rodriguez, Eric	Instr. Asst. Sev. Dis. Autism	Spurgeon	July 1, 2015	July 28, 2015		
Romero, Laura	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Romero, Maria	Instr. Asst. Sp. Ed.	Santa Ana	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Rosales, Mireya	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Rosete, Evelin	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Rubalcava, Raquel	Instr. Asst. Sp. Ed.	Roosevelt	July 1, 2015	July 28, 2015		
Rubio, Alejandra	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Ruiz, Maria	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Ruiz, Julieta	Autism Paraprofessional	Transition Program	June 22, 2015	August 6, 2015		
Ruiz, Kelly	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		
Saeid, Maximina	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Saeid, Reyad	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Salazar, Daisy	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Salcedo, Isabel	SSP Sp. Ed.	Taft	July 1, 2015	July 28, 2015		
Saldana, Jonathan	SSP Sp. Ed.	Godinez	June 23, 2015	July 29, 2015		
Saldana, Dora	Instr. Asst. Sev. Dis.	Lincoln	July 1, 2015	July 28, 2015		
Salgado, Maryann	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Salguero, Cynthia	SSP Sp. Ed.	Taft	July 1, 2015	July 28, 2015		
Samayoa, Maria	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Sanchez, Isaac	Autism Paraprofessional	Century	July 1, 2015	July 28, 2015		
Sanchez, Martha	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Sanchez, Daniel	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Sanchez, Carmen	Instr. Asst. Sev. Dis.	Washington	July 1, 2015	July 28, 2015		
Sanchez, Maria G.	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Sandoval, Susan	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Sandoval, Leticia	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Sandoval, Erika	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Sandoval, Irma	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Sandoval, Nancy	SSP Sp. Ed.	Valley	June 23, 2015	July 29, 2015		
Sandoval, Adonay	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Santana, Maria	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Saravia, Evangelina	Instr. Asst. Sev. Dis.	Lincoln	July 1, 2015	July 28, 2015		
Searey, Rosamaria	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Seaver, Richard	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Segundo, Martin	Autism Paraprofessional	Lincoln	July 1, 2015	July 28, 2015		
Serrano, Anel	SSP Sp. Ed.	Taft	July 1, 2015	July 28, 2015		
Serrato, Gudelia	Instr. Asst. Sp. Ed	Washington	July 1, 2015	July 28, 2015		
Shambaris, Theodore	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		
Shubin, Monica	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Sierra, Candelario	Instr. Asst. Sev. Dis.	Segerstrom	July 1, 2015	July 28, 2015		
Silva, Blanca	Instr. Asst. Sev. Dis.	Transition Program	June 23, 2015	July 29, 2015		
Sims, Nataly	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Skansen, Marjorie	Instr. Asst. Sev. Dis. Autism	Muir	July 1, 2015	July 28, 2015		
Smith, Heather	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Steagall, Lourdes	Instr. Asst. Sev. Dis.	Transition Program	June 23, 2015	July 29, 2015		
Steagall, Daniel	Instr. Asst. Sev. Dis.	Santa Ana	July 1, 2015	July 28, 2015		
Stieglitz, Emily	Occupational Therapist	Speech Dept.	June 22, 2015	August 6, 2015		
Tapia, Malena	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Tavares, Lydia	Instr. Asst. Sev. Dis.	Century	July 1, 2015	July 28, 2015		
Tavera, Ralph	SSP Sp. Ed.	Lincoln	July 1, 2015	July 28, 2015		
Tes, Fatima	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Torres, Carolina	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Torres, Arlett	Instr. Asst. Visually Impaired	Speech	June 22, 2015	August 6, 2015		
Torres, Elizabeth	SSP Sp. Ed.	Kennedy	July 1, 2015	July 28, 2015		
Torres-Guillen, Juana	Autism Paraprofessional	Century	July 1, 2015	July 28, 2015		
Tovar, Floriberta	Autism Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
Tovar, Alejandra	SSP Sp. Ed.	Lincoln	July 1, 2015	July 28, 2015		
Tran, Calvin	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		
Tugo, Ramsey	COTA	Speech Dept.	June 22, 2015	August 6, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Uranga, Shana	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Valdez, Lisa	Instr. Asst. Sev. Dis.	Adult				
Valdez, Cynthia	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Valencia, Carina	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Valencia-Lopez, Adriana	Instr. Asst. Sev. Dis.	Kennedy	July 1, 2015	July 28, 2015		
Valenzuela, Arlene	Instr. Asst. Sp. Ed.	Lorin Grisnet	June 23, 2015	July 29, 2015		
	Occupational					
Valmonte, Leslie	Therapist	Speech Dept.	June 22, 2015	August 6, 2015		
Van Wormer, Graciela	Instr. Asst. Sp. Ed.	Saddleback	June 23, 2015	July 29, 2015		
Varela, Betty	Autism Paraprofessional	Muir	July 1, 2015	July 28, 2015		
Vargas, Angelique	Autism Paraprofessional	Century	July 1, 2015	July 28, 2015		
Vasquez, Griselda	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
	Autism					
Vasquez, Jaime	Paraprofessional	Washington	July 1, 2015	July 28, 2015		
Vazquez, Silvia	SSP Sp. Ed.	Santa Ana	June 23, 2015	July 29, 2015		
Vega, Leticia	Instr. Asst. Sp. Ed	Taft	July 1, 2015	July 28, 2015		
Velado, Ana	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
	Autism					
Velarde, Yvonne	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		
	Autism					
Velasco, Judith	Paraprofessional	Mitchell	July 6, 2015	August 6, 2015		

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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
Velasco Lewis, Karen	SSP Sp. Ed.	Godinez	June 23, 2015	July 29, 2015		
Velazquez, Sally	Instr. Asst. Sev. Dis.	Saddleback	July 1, 2015	July 28, 2015		
Velazquez, Enny	SSP Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Ventresca, Daniella	Instr. Asst. DHH	Taft	July 1, 2015	July 28, 2015		
Villagomez, Mireya	Instr. Asst. Sev. Dis.	Mitchell	July 6, 2015	August 6, 2015		
Villapando, Alma	SSP Sp. Ed.	Saddleback	June 23, 2015	July 29, 2015		
Villena, Maria	Instr. Asst. Sev. Dis.	Heninger	July 1, 2015	July 28, 2015		
Walkowiak, Stephanie	SLPA	Speech Dept.	June 22, 2015	August 6, 2015		
Welch, Laurie	Occupational Therapist	Speech Dept.	June 22, 2015	August 6, 2015		
Wylam, Hilary	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Zamani, Mena	SSP Sp. Ed.	Spurgeon	July 1, 2015	July 28, 2015		
Zamora, Seferina	Autism Paraprofessional	Spurgeon	July 1, 2015	July 28, 2015		
Zamora, Monica	Instr. Asst. Sev. Dis.	Taft	July 1, 2015	July 28, 2015		
Zaragoza, Justin	Instr. Asst. Sev. Dis.	Adult Transition	July 1, 2015	July 28, 2015		
Zaragoza, Joceline	SSP Sp. Ed.	Taft	July 1, 2015	July 28, 2015		
Zarate, Maria	Instr. Asst. Sev. Dis.	Adult Transition	June 23, 2015	July 29, 2015		
Zavala, Catalina	Instr. Asst. Sp. Ed.	Heninger	July 1, 2015	July 28, 2015		
Zelaya, Diana	SSP Sp. Ed.	Godinez	June 23, 2015	July 29, 2015		
Zinzun, Gilda	Instr. Asst. Sev. Dis.	Spurgeon	July 1, 2015	July 28, 2015		
Zook, Jeanette	Instr. Asst. Sev. Dis.	Valley	July 1, 2015	July 28, 2015		



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<b>EXTENDED SCHOOL YEAR (Continuation)</b>						
	Autism					
Zuniga Magno, Oscar	Paraprofessional	Saddleback	July 1, 2015	July 28, 2015		
<b>ENGAGE 360 SUMMER PROGRAM</b>						
Abantao, Felicia	Instructional Provider	Jefferson	June 23, 2015	July 29, 2015		
Acevedo, Dennis	Site Coordinator	Villa	June 23, 2015	July 29, 2015		
Acevedo, Julio Cesar	Site Coordinator	Jefferson	June 23, 2015	July 29, 2015		
Acevedo, Stephanie	Instructional Provider	Greenville	June 23, 2015	July 29, 2015		
Acosta, Ruben	Site Coordinator	Heroes	June 23, 2015	July 29, 2015		
Agapito , Nancy	Instructional Provider	Pio Pico	June 23, 2015	July 29, 2015		
Aguilar, Arlene	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Aguilar, Brenda	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		
Aguilar, Edgardo	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Alcaraz, Alyssa	Site Coordinator	Monroe	June 23, 2015	July 29, 2015		
Alejandres, Luz	Itinerant	Itinerant	July 9, 2015	July 29, 2015		
Aleman, Abigail	Instructional Provider	Wilson	June 23, 2015	July 29, 2015		
Amador, Jesse	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Anaya-Sanchez, Jennifer	Instructional Provider	King	June 23, 2015	July 29, 2015		
Angel, Javier	Instructional Provider	Martin	June 23, 2015	July 29, 2015		
Arana, Johan	Instructional Provider	Lincoln	June 23, 2015	July 29, 2015		
Araujo, Kimberly	Instructional Provider	Walker	June 23, 2015	July 29, 2015		
Armenta, Maria	Instructional Provider	Monte Vista	June 23, 2015	July 29, 2015		
Arredondo, Jazmin	Site Coordinator	Wilson	June 23, 2015	July 29, 2015		

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<b>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Arreola, Anthony	Instructional Provider	Spurgeon	June 23, 2015	July 29, 2015		
Arroyo-Frasco, Jovita	Instructional Provider	King	June 23, 2015	July 29, 2015		
Austria, Desiree	Instructional Provider	Heninger	June 23, 2015	July 29, 2015		
Avila, Allan	Instructional Provider	Kennedy	June 23, 2015	July 29, 2015		
Aviles, Axel	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		
Bahena, Miguel	Instructional Provider	Santiago	June 23, 2015	July 29, 2015		
Bailon, Dennise	Site Coordinator	Hoover	June 23, 2015	July 29, 2015		
Barrera, Abimelech	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Barreras, Maria	Instructional Provider	King	June 23, 2015	July 29, 2015		
Bazurto, Ana	Instructional Provider	Jackson	June 23, 2015	July 29, 2015		
Bernal, Melissa	Instructional Provider	King	June 23, 2015	July 29, 2015		
Bishop, Courtland	Instructional Provider	Esqueda	June 23, 2015	July 29, 2015		
Buron, Donna	Instructional Provider	Franklin	June 23, 2015	July 29, 2015		
Camanos Jimenez, Adalid	Instructional Provider	Fremont	June 23, 2015	July 29, 2015		
Cardenas, Vanessa	Instructional Provider	Sepulveda	June 23, 2015	July 29, 2015		
Carino, Maria	Instructional Provider	Lincoln/Diam	June 23, 2015	July 29, 2015		
Carver, Jill	Site Coordinator	MacArthur	June 23, 2015	July 29, 2015		
Castaneda, Irene	Instructional Provider	Kennedy	June 23, 2015	July 29, 2015		
Castillo Mexquititla, Maria	Instructional Provider	Monte Vista	June 23, 2015	July 29, 2015		
Chavez Montero, Jesus	Instructional Provider	King	June 23, 2015	July 29, 2015		
Chavez-Luis, Jennifer	Instructional Provider	Thorpe	June 23, 2015	July 29, 2015		
Chawke, Michael	Site Coordinator	Carr	June 23, 2015	July 29, 2015		

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<b>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Cole, Judy	Instructional Provider	Garfield	June 23, 2015	July 29, 2015		
Contreras, Andres	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Covarrubias, Jessica	Instructional Provider	TBD	June 23, 2015	July 29, 2015		
Cuellar, Noemi	Instructional Provider	Taft	June 23, 2015	July 29, 2015		
Cuevas Conde,						
Stephanie	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Curriel, Alexander	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
De Jesus-Teran,						
Antonio	Site Coordinator	Franklin	June 23, 2015	July 29, 2015		
DeRosas, Teresa	Instructional Provider	Monroe	June 23, 2015	July 29, 2015		
Diaz, Elizabeth	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Diaz De Leon,						
Guadalupe	Instructional Provider	Martin	June 23, 2015	July 29, 2015		
Diaz Ponce, Bianca	Instructional Provider	Muir	June 23, 2015	July 29, 2015		
Dy, Lauren	Instructional Provider	Santiago	June 23, 2015	July 29, 2015		
Echeverria-Salinas,						
Sandy	Instructional Provider	Roosevelt	June 23, 2015	July 29, 2015		
Escalante, Michelle	Instructional Provider	Fremont	June 23, 2015	July 29, 2015		
Estis Jr, Anthony	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		
Fernandez, Lizette	Site Coordinator	Washington	June 23, 2015	July 29, 2015		
Ferrari, Carolina	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Fienberg, Dean	Site Coordinator	Monte Vista	June 23, 2015	July 29, 2015		
Flores, Francisca	Instructional Provider	Pio Pico	June 23, 2015	July 29, 2015		
Galeana, Wendy	Instructional Provider	King	June 23, 2015	July 29, 2015		
Gallegos, Alejandro	Site Coordinator	Mcfadden	June 23, 2015	July 29, 2015		

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<b>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Gallegos, Antonio	Instructional Provider	Jefferson	June 23, 2015	July 29, 2015		
Garcia, Edgar	Instructional Provider	Sepulveda	June 23, 2015	July 29, 2015		
Garcia, Guadalupe	Instructional Provider	Wilson	June 23, 2015	July 29, 2015		
Garcia, Mary Ann	Instructional Provider	King	June 23, 2015	July 29, 2015		
Garcia, Patricia	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		
Garduno, Sharon	Instructional Provider	Monroe	June 23, 2015	July 29, 2015		
Garza, Christopher	Site Coordinator	Lathrop	June 23, 2015	July 29, 2015		
Garza, Laura	Instructional Provider	Greenville	June 23, 2015	July 29, 2015		
Garza, Xyanya	Site Coordinator	Greenville	June 23, 2015	July 29, 2015		
Giles, Shirley	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Godinez III, Tomas	Instructional Provider	Garfield	June 23, 2015	July 29, 2015		
Gomez, Celia	Instructional Provider	Jackson	June 23, 2015	July 29, 2015		
Gonzalez, Angelica	Site Coordinator	Esqueda	June 23, 2015	July 29, 2015		
Gonzalez, Gilberto	Site Coordinator	King	June 23, 2015	July 29, 2015		
Gonzalez, Gina	Instructional Provider	Lathrop	June 23, 2015	July 29, 2015		
Gonzalez, Maria	Instructional Provider	Roosevelt	June 23, 2015	July 29, 2015		
Gonzalez Jr., Guillermo	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Grisham, Jeffrey	Site Coordinator	Kennedy	June 23, 2015	July 29, 2015		
Guevara, Aracely	Instructional Provider	Walker	June 23, 2015	July 29, 2015		
Guillen, Alfredo Jr	Instructional Provider	Davis	June 23, 2015	July 29, 2015		
Guillen, Sandra	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
Gutierrez, Emmanuel	Instructional Provider	Wilson	June 23, 2015	July 29, 2015		
Gutierrez, Guillermo	Instructional Provider	Thorpe	June 23, 2015	July 29, 2015		
Gutierrez, Jennifer	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Gutierrez, Robert	Instructional Provider	Muir	June 23, 2015	July 29, 2015		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 23, 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>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Han, David	Instructional Provider	Washington	June 23, 2015	July 29, 2015		
Hernandez, Laura	Instructional Provider	Muir	June 23, 2015	July 29, 2015		
Hernandez, Liliana	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Hernandez, Michelle	Instructional Provider	Spurgeon	June 23, 2015	July 29, 2015		
Hernandez, Norma	Instructional Provider	Walker	June 23, 2015	July 29, 2015		
Hernandez, Yesenia	Instructional Provider	Wilson	June 23, 2015	July 29, 2015		
Herrera, Angela	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Huerta, Raul	Instructional Provider	Sierra	June 23, 2015	July 29, 2015		
Iglesias, Laura	Site Coordinator	Santiago	June 23, 2015	July 29, 2015		
Ilagan, Rochelle	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Infante Bustamante, Eddy	Instructional Provider	Greenville	June 23, 2015	July 29, 2015		
Iribe, Virginia	Instructional Provider	King	June 23, 2015	July 29, 2015		
Jaimes, Jetsabeth	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Jaimes, Patricia	Site Coordinator	Martin	June 23, 2015	July 29, 2015		
Jones, Sheri	Instructional Provider	Santiago	June 23, 2015	July 29, 2015		
Klioumis, Frantsesca	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		
Kutyas, Andrea	Instructional Provider	TBD	June 25, 2015	July 29, 2015		
Lane, Linda	Site Coordinator	Romero Cruz	June 23, 2015	July 29, 2015		
Leal, Berenize	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Leal, Elsa	Instructional Provider	Washington	June 23, 2015	July 29, 2015		
Leav, Daitrang	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Leon, Benedita	Instructional Provider	Muir	June 23, 2015	July 29, 2015		
Leon, Erik	Instructional Provider	Lathrop	June 23, 2015	July 29, 2015		
Lo, Arick	Instructional Provider	Muir	June 23, 2015	July 29, 2015		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
<b>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Lopez, Michael	Instructional Provider	Lincoln	June 23, 2015	July 29, 2015		
Lopez, Selina	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Lorenzo, Alma	Instructional Provider	Lowell	June 23, 2015	July 29, 2015		
Lucero, Julieta	Site Coordinator	Jackson	June 23, 2015	July 29, 2015		
Luisjuan, Maria	Instructional Provider	Franklin	June 23, 2015	July 29, 2015		
Maldonado Gomez, Edgar	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Maon, Oseni	Instructional Provider	Sierra	June 23, 2015	July 29, 2015		
Margo, Joelle	Instructional Provider	Jefferson	June 23, 2015	July 29, 2015		
Marroquin Villalobos, Francisco	Instructional Provider	Remington	June 23, 2015	July 29, 2015		
Martin, Diego	Instructional Provider	Davis	June 23, 2015	July 29, 2015		
Mejia, Maria	Instructional Provider	Monroe	June 23, 2015	July 29, 2015		
Mejia Saldivar, Maribel	Instructional Provider	Washington	June 23, 2015	July 29, 2015		
Melgar, Vanessa	Instructional Provider	Lincoln	June 23, 2015	June, 30, 2015		
Mendez, Carina	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Mendez, Lorena	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Mendoza Carbajal, Reyna	Instructional Provider	Adams	June 23, 2015	July 29, 2015		
Mercado, Graciela	Site Coordinator	Fremont	June 23, 2015	July 29, 2015		
Merino, Mayra	Site Coordinator	Madison	June 23, 2015	July 29, 2015		
Molina Gonzalez, Cesar	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Monterroso, Ashley	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 23, 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>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Moreno, Kristy	Instructional Provider	Lowell	June 23, 2015	July 29, 2015		
Moreno, Maria	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Murillo Bizarro, Tania	Instructional Provider	Muir	June 23, 2015	July 29, 2015		
Muro, Jessica	Site Coordinator	Spurgeon	June 23, 2015	July 29, 2015		
Navarrete, Andrea	Instructional Provider	Lowell	June 23, 2015	July 29, 2015		
Nguyen, Stephanie	Instructional Provider	Heninger	June 23, 2015	July 29, 2015		
OCampo, Alicia	Instructional Provider	Monte Vista	June 23, 2015	July 29, 2015		
Ochoa, Jessica	Site Coordinator	Diamond	June 23, 2015	July 29, 2015		
Ontiveros, Tara	Site Coordinator	Adams	June 23, 2015	July 29, 2015		
Oropeza Aceves, Martin	Site Coordinator	Davis	June 23, 2015	July 29, 2015		
Oseguera, Cynthia	Site Coordinator	Heninger	June 23, 2015	July 29, 2015		
Parga, Brianna	Site Coordinator	Remington	June 23, 2015	July 29, 2015		
Payne-McKanna, Rhonda	Site Coordinator	Harvey	June 23, 2015	July 29, 2015		
Pedroza, Lisbeth	Site Coordinator	Thorpe	June 23, 2015	July 29, 2015		
Pelosi, Carol	Site Coordinator	Walker	June 23, 2015	July 29, 2015		
Perez, Esmeralda	Instructional Provider	King	June 23, 2015	July 29, 2015		
Perez, Marlene	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
Perez Carrillo, Carmen	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Pham, Ryan	Instructional Provider	Jackson	June 23, 2015	July 29, 2015		
Phonethibsavads, Viengkham	Instructional Provider	King	June 23, 2015	July 29, 2015		
Planes, Delia	Instructional Provider	Sepulveda	June 23, 2015	July 29, 2015		
Quinonez, Arlene	Instructional Provider	Taft	June 23, 2015	July 29, 2015		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar**

**Board Meeting - June 23, 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>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Quintanilla, Ramon	Site Coordinator	Roosevelt	June 23, 2015	July 29, 2015		
Ramirez, Maria	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Ramos, Liliana	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
Ramos, Martha	Instructional Provider	Santiago	June 23, 2015	July 29, 2015		
Rios, Andrea	Site Coordinator	Edison	June 23, 2015	July 29, 2015		
Rios, Mayra	Instructional Provider	Mendez	June 23, 2015	July 29, 2015		
Rivera, Jessica	Instructional Provider	Remington	June 23, 2015	July 29, 2015		
Robles, Celeste	Instructional Provider	Harvey	June 23, 2015	July 29, 2015		
Rocha, Abraham	Instructional Provider	Lathrop	June 23, 2015	July 29, 2015		
Rodriguez, Janet	Instructional Provider	Roosevelt	June 23, 2015	July 29, 2015		
Roman Antunez, Luz	Site Coordinator	Garfield	June 23, 2015	July 29, 2015		
Ruiz, Jennifer	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Ruiz Gonzalez, Maria	Instructional Provider	Esqueda	June 23, 2015	July 29, 2015		
Saginario, Alyssa	Site Coordinator	Muir	June 23, 2015	July 29, 2015		
Salas Jr, Jesus	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Salcedo, Isabel	Instructional Provider	Kennedy	June 23, 2015	July 29, 2015		
Salguero, Cynthia	Substitute	Taft	June 23, 2015	June 30, 2015		
Sanchez, Carola	Site Coordinator	Sierra	June 23, 2015	July 29, 2015		
Sanchez, Nancy	Instructional Provider	Remington	June 23, 2015	July 29, 2015		
Sanchez, Sabrina	Instructional Provider	Davis	June 23, 2015	July 29, 2015		
Sanchez Murgu, Vanessa	Site Coordinator	Pio Pico	June 23, 2015	July 29, 2015		
Santamaria, Eleuterio	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Santamaria, Izamar	Instructional Provider	Diamond	June 23, 2015	July 29, 2015		
Scherer, Andrew	Instructional Provider	Spurgeon	June 23, 2015	July 29, 2015		



**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 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>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Serna, Nancy	Itinerant	Taft	July 1, 2015	July 29, 2015		
Serrato, Alma	Site Coordinator	Lowell	June 23, 2015	July 29, 2015		
Serrato, Gudelia	Site Coordinator	Sepulveda	June 23, 2015	July 29, 2015		
Simon, Anabel	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Singsay, Jennie	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Sosa, Brenda	Instructional Provider	Fremont	June 23, 2015	July 29, 2015		
Soto, Evelin	Site Coordinator	Taft	June 23, 2015	July 29, 2015		
Soto, Regina	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
Soto Carranza, Melissa	Instructional Provider	Taft	June 23, 2015	July 29, 2015		
Suarez, Neli	Instructional Provider	Jefferson	June 23, 2015	July 29, 2015		
Thai, Phuong-Thao	Instructional Provider	Lathrop	June 23, 2015	July 29, 2015		
Torres, Genoveva	Instructional Provider	Esqueda	June 23, 2015	July 29, 2015		
Torres, Thomas	Site Coordinator	Lincoln	June 23, 2015	July 29, 2015		
Torres Alvarado, Samantha	Instructional Provider	Wilson	June 23, 2015	July 29, 2015		
Trang, Meyly	Site Coordinator	Carver	June 23, 2015	July 29, 2015		
Valencia, Carina	Instructional Provider	Lincoln	June 23, 2015	July 29, 2015		
Valenzuela, Crystal	Instructional Provider	Madison	June 23, 2015	July 29, 2015		
Vazquez, Elizabeth	Instructional Provider	Taft	June 23, 2015	July 29, 2015		
Vazquez, Silvia	Instructional Provider	Kennedy	June 23, 2015	July 29, 2015		
Vega, Daniel	Instructional Provider	McFadden	June 23, 2015	July 29, 2015		
Vega, Zami	Instructional Provider	Sepulveda	June 23, 2015	July 29, 2015		
Vega Jr., Guadalupe	Instructional Provider	Fremont	June 23, 2015	July 29, 2015		

**CLASSIFIED PERSONNEL CALENDAR**

**Personnel Calendar  
Board Meeting - June 23, 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>ENGAGE 360 SUMMER PROGRAM (Continuation)</b>						
Vega-Chavarria, Jacqueline	Instructional Provider	Heroes	June 23, 2015	July 29, 2015		
Velasquez, Marisela	Instructional Provider	Jefferson	June 23, 2015	July 29, 2015		
Velez, Wendy	Instructional Provider	Garfield	June 23, 2015	July 29, 2015		
Villasenor, Patricia	Instructional Provider	Thorpe	June 23, 2015	July 29, 2015		
Vizcarra, Malysa	Instructional Provider	McFadden	June 23, 2015	July 29, 2015		
Vo, Tram	Instructional Provider	Edison	June 23, 2015	July 29, 2015		
Williams, Jasmine	Instructional Provider	Heninger	June 23, 2015	July 29, 2015		
Woolsey, Thomas	Instructional Provider	Kennedy	June 23, 2015	July 29, 2015		
Zamani, Mena	Instructional Provider	MacArthur	June 23, 2015	July 29, 2015		

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Assembly Bill 602 Annual Service Plan for 2015-16 School Year

**ITEM:** Public Hearing

**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 conduct a public hearing for the adoption of the Annual Service Plan for the 2015-16 school year. The public was noticed of this hearing fifteen days prior to June 23, 2015 and the Annual Service Plan has been available for inspection during that time.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997, added requirements to special education local plans in the areas of Special Education Local Plan Area (SELPA) governance and public participation. AB 602 requires SELPAs to submit an Annual Service Plan to the California Department of Education.

**RATIONALE:**

In order to comply with Education Code Section 56205, the District is conducting a public hearing concerning the adoption of the Assembly Bill 602 Annual Service Plan for the 2015-16 school year. This plan includes a description of services and the physical location of the services. The plan should demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs as specified in their Individualized Education Programs (IEPs).

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Conduct a public hearing concerning the adoption of Assembly Bill 602 Annual Service Plan for the 2015-16 school year.

**Santa Ana Unified School District  
Special Education  
Local Plan Area (SELPA)**

# **NOTICE OF PUBLIC HEARING**

**Pursuant to Education Code Sections 56205 (b)(1) and 56205(b)(2), the Santa Ana Unified School District Board of Education Hereby Gives Notice that a Public Hearing will be held as follows:**

**TOPIC OF HEARING:**

**Adoption of Annual Service Plan for 2015-16**

**Copies of this Plan may be inspected at:**

**Support Services Department  
SANTA ANA UNIFIED SCHOOL DISTRICT – Room A216  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**After the Public Hearing, the Santa Ana Unified School District Board of Education will adopt the 2015-16 Annual Service Plan.**

**HEARING DATE: Tuesday, June 23, 2015**

**TIME: Approximately 6:00 p.m.**

**LOCATION: Santa Ana Unified School District Office  
Board Room  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**FOR ADDITIONAL INFORMATION CONTACT:  
Doreen Lohnes  
Assistant Superintendent, Support Services  
(714) 558-5832**

**Plan del Área Local de Educación Especial (SELPA)  
del Distrito Escolar Unificado de Santa Ana**

# **Aviso de Audiencia Pública**

De conformidad con las Secciones 56205 (b)(1) y 56205 (b)(2) del Código Educativo, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana informa por este medio que se llevará a cabo una Audiencia Pública con respecto a:

**TEMA DE LA AUDIENCIA:**

**Adopción del Plane Anual de Servicios  
para el año escolar 2015-16**

**Se puede inspeccionar el duplicado de este Plane en:**

**La Oficina de Servicios de Apoyo  
Distrito Escolar Unificado de Santa Ana, Salón A216  
1601 E. Chestnut Avenue  
Santa Ana, California 92701**

**Después de la Audiencia Pública, la Mesa Directiva del Distrito Escolar Unificado de Santa Ana adoptará el Plane Anual de Servicios para el año escolar 2015-16.**

**Fecha de la Audiencia: martes, 23 de junio del 2015**

**Hora: Aproximadamente a las 6:00 de la tarde**

**Lugar: Distrito Escolar Unificado de Santa Ana  
Salón de la Mesa Directiva  
1601 East Chestnut Avenue  
Santa Ana, California 92701**

**PARA MAYOR INFORMACIÓN, POR FAVOR COMUNIQUESE CON:**

**La Señora Doreen Lohnes  
Superintendente Auxiliar de Servicios de Apoyo  
(714) 558-5832**

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Parent Program – California Association for Bilingual Education 2-INSPIRE Program

**ITEM:** Presentation

**SUBMITTED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services  
Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** David Haglund, Ed.D., Deputy Superintendent, Educational Services  
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 present information on the California Association for Bilingual Education (CABE) 2-INSPIRE Program. The Project 2-INSPIRE is currently at four school sites King, Lincoln, Lowell, and Martin elementary schools.

**RATIONALE:**

The Project 2-INSPIRE provides support and training for parents in order to help our students to excel. The Project 2-INSPIRE program goals include:

- 1) Build parent knowledge and leadership skills and educational engagement to raise achievement levels and ensure their children have equitable leadership opportunities.
- 2) Increase the capacity of schools and districts to maintain high quality parent engagement and leadership programs focused on student achievement.
- 3) Developing Parent Leadership skills including the role as trainers of other parents and to effectively participate in local reform efforts.
- 4) Reduce the achievement gap for at-risk students and for diverse background students

Parents and CABE trainers will present information on the Project 2-INSPIRE goals and program successes.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Recognize California Association for Bilingual Education for their support of Santa Ana Schools.

DH:MR:lr

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Early Childhood Education Update

**ITEM:** Presentation

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning  
Doreen Lohnes, Assistant Superintendent, Support Services

**PREPARED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning  
Doreen Lohnes, Assistant Superintendent, Support Services

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to present to the Board an update on the implementation of Early Childhood Education opportunities.

**RATIONALE:**

The District has three Early Childhood Education programs including State Preschool, Head Start, and Mitchell Childhood Development Center. Through these programs, students receive wraparound services such as developmental screening, mental health support, community outreach, and high quality educational programming including a blended program. With restoration funding, the District is able to provide educational opportunities for additional students.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Presented for information.

# EARLY CHILDHOOD EDUCATION UPDATE

Board of Education Meeting  
June 23, 2015

Michelle Rodriguez, Ed.D.  
Assistant Superintendent, Teaching and Learning  
Doreen Lohnes  
Assistant Superintendent, Support Services





# EARLY CHILDHOOD EDUCATION



## State Preschool

**# of Students: 1274**

**# of Sites: 8**

(Franklin, Garfield, Henger, Wilson, Lincoln, Lowell, Madison, Mitchell)



## Head Start

**# of Students: 550**

**# of Sites: 7**

(Broadway, Edison, Jackson, Kennedy, Mitchell, Monte Vista, Roosevelt)



## Mitchell Childhood Development Center

**# of Students: 471 who attend daily classes**

**# of Sites: 7 (includes Mitchell)**

Additional 279 preschoolers receive individual services such as speech therapy, adapted physical education.

**Comprehensive Services**

**Developmental Screening**



**Health Screening**



**Mental Health Support**



**Collaboration with Special Education Department**



**Family Needs Assessment**



**High Quality Educational Programing**



**Parent Workshops**



**Community Outreach**



# INCLUSIVE CO-TEACHING PROGRAM

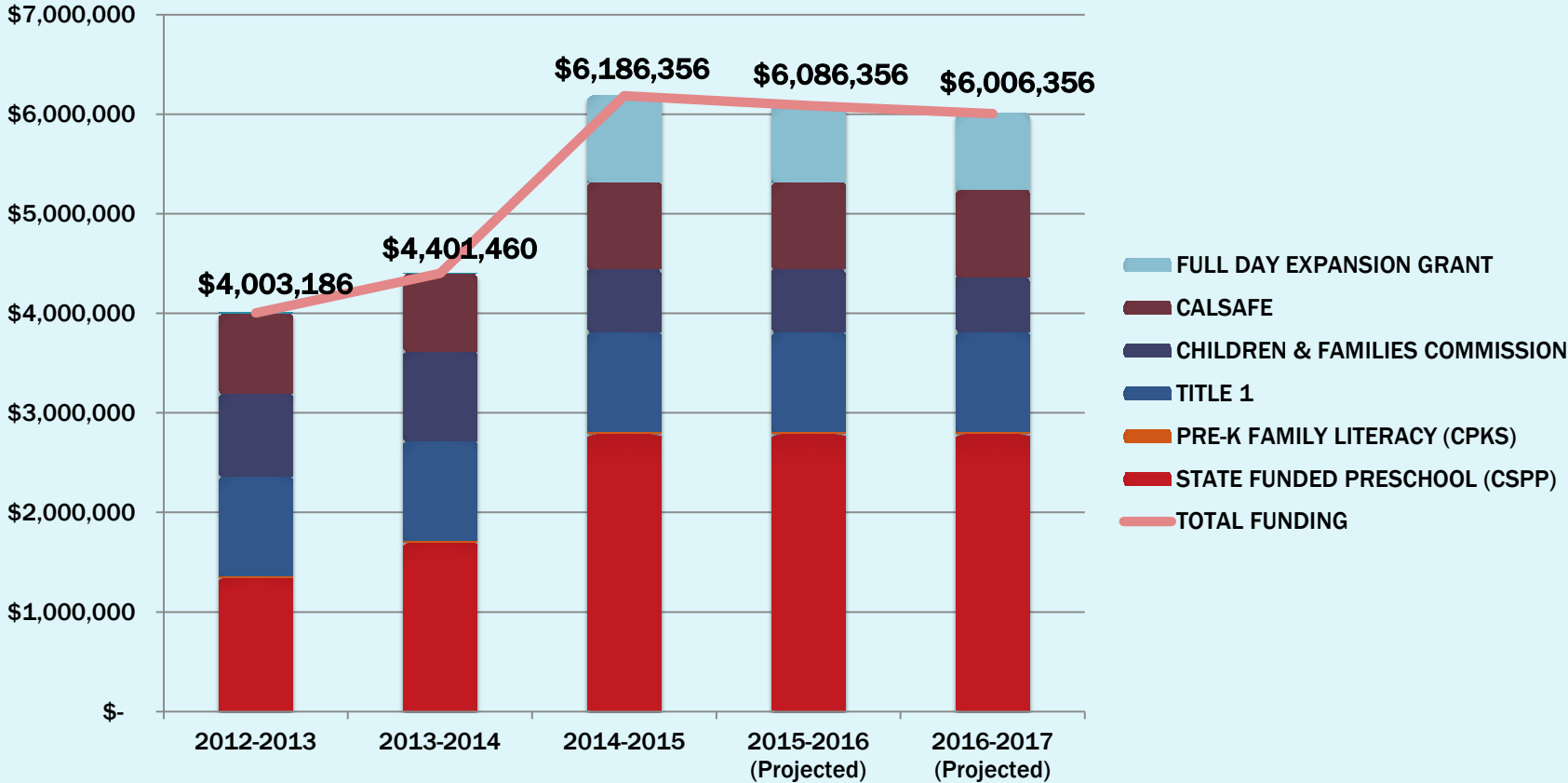
**Goal: Strengthen achievement by promoting high expectation for preschoolers with disabilities through access to core instruction with non-disabled peers and specialized services in general education classrooms.**

- Located at Washington, Mitchell and Lincoln
- 48 Students at Each Site (Even numbers of general and special education students)
- Least Restrictive Environment
- Special Education and General Education Teachers Work Together to Plan for IEP Goals
- Staffing—2 teachers and 2 Instructional Assistants Per Class



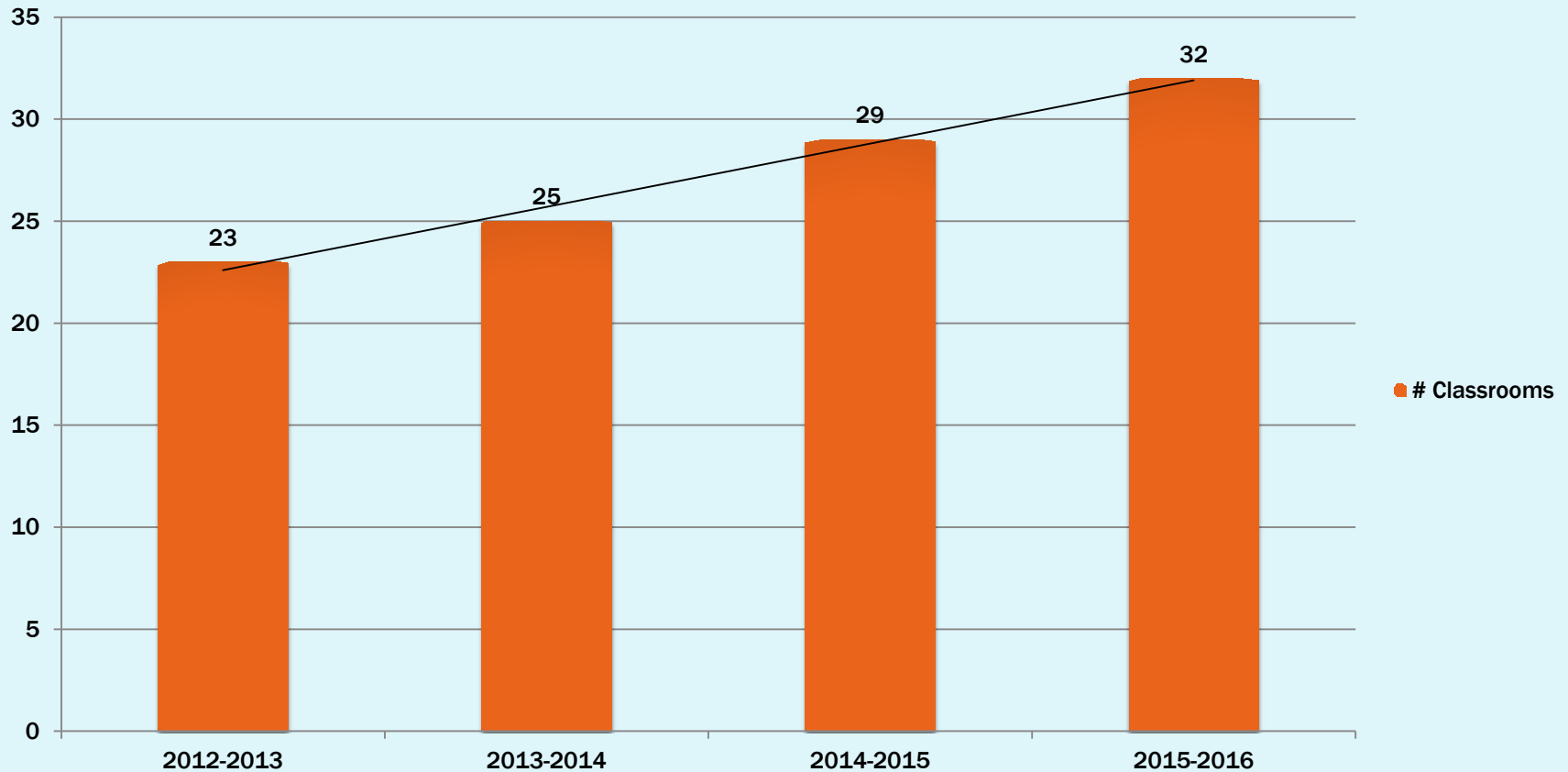
# STATE PRESCHOOL GROWTH BY GRANT BUDGET

## EARLY CHILDHOOD EDUCATION BUDGET 2012-2016



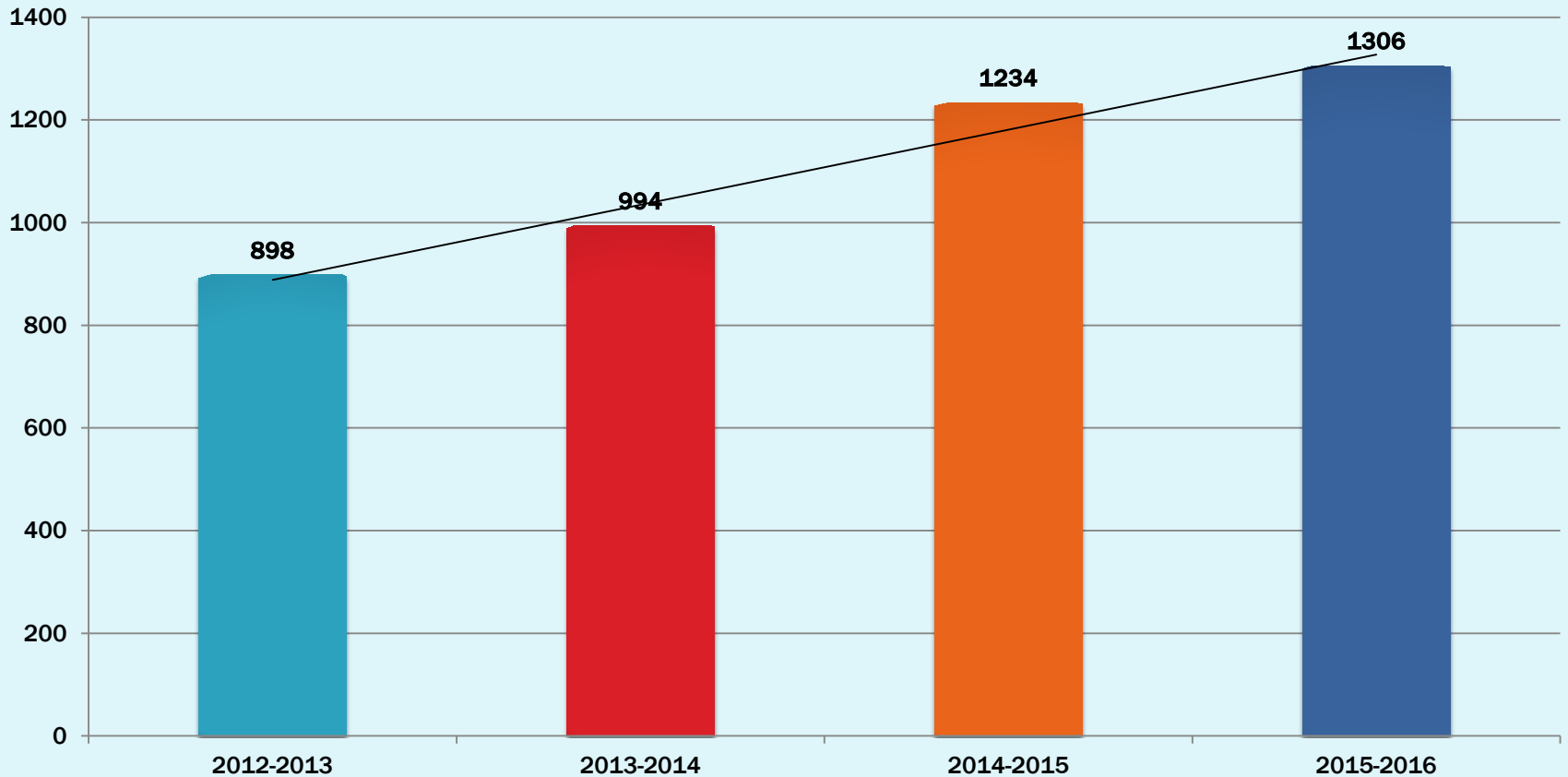
# STATE PRESCHOOL GROWTH BY NUMBER OF CLASSROOMS

**# Classrooms 2012-2016**



# STATE PRESCHOOL GROWTH BY NUMBER OF STUDENTS

# Students 2012-2016



# NEXT STEPS

- **Continue to Develop Additional Blended Programs**
- **Develop Professional Learning Communities (PLCs) with All Staff**
- **Successfully Implement Full Day Early Education Program**
- **Align Three Programs to Support Student Success**

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of Assembly Bill 602 Annual Service Plan 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 adoption of the Assembly Bill 602 Annual Service Plan for 2015-16 school year.

Assembly Bill (AB) 602, Chapter 654, Statutes of 1997 added requirements to local plans, specifically in the area of Special Education Local Plan Area (SELPA) governance and public participation. AB 602 requires SELPAs to submit the Annual Service Plan that is adopted at a public hearing by the governing board of the SELPA.

**RATIONALE:**

The Board is requested to adopt AB 602 Annual Service Plan.

As required in Education Code Section 56205, this plan must include a description of services provided in the 2015-16 school year and the physical location of the services. The plan must also demonstrate that individuals with disabilities have access to services and instruction appropriate to meet their needs, as specified in the Individualized Education Programs (IEPs).

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Assembly Bill 602 Annual Service Plan for the 2015-16 school year.



**Certification of Annual Service Plan  
 Fiscal Year 2015-16**

<b>1. Check one, as applicable:</b> <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
Special Education Local Plan Area (SELPA) Code  3018	SELPA Name  Santa Ana Unified School District	Application Date
SELPA Address 1601 E. Chestnut Avenue	SELPA City Santa Ana	SELPA Zip code 92701
Name SELPA Director (Print)  Doreen Lohnes		SELPA Director's Telephone Number  ( 714 ) 558-5832
<b>2. Certification by Designated Administrative And Fiscal Agency for This Program          (Responsible Local Agency [RLA] or Administrative Unit [AU])</b>		
RLA/AU Name Richard L. Miller, Ph.D.	Name/Title of RLA/AU Superintendent (Type) Superintendent	RLA/AU Telephone Number ( 714 ) 558-5512
RLA/AU Street Address 1601 E. Chestnut Avenue	RLA/AU City Santa Ana	RLA/AU Zip code 92701
Date of Governing Board Approval June 23, 2015		

**Certification of Approval of Annual Service Plan Pursuant to California *Education Code*  
 Section 56205(b)**

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The **Annual Service Plan** was presented for public hearing on **June 23, 2015.**

Adopted this **23rd** day of **June 2015.**

Signed: \_\_\_\_\_  
                     RLA/AU Superintendent

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: \_\_\_\_\_ By: \_\_\_\_\_

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Annual Service Plan (001)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.									
<b>Site Name</b>	<b>Type Of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)									
Adams Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Carr (Gerald P.) Intermediate	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Carver (George Washington) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Century High	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Cesar E Chavez High	20	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Community Day Intermediate and High	31	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760	820	830	840	850	855
		860	865	870	890						
Davis (Wallace R.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Diamond Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edison (Thomas A.) Elementary	10	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
Edward B Cole Academy	55	330	340	415	425	435	436	445	450	460	510
		515	520	530	535	610	710	715	720	725	730
		735	740	750	755	760					
El Sol Santa Ana	55	330	340	415	425	435	436	445	450	460	510

Science and Arts Charter Academy		515 735 860	520 740 865	530 750 870	535 755 890	610 760	710 820	715 830	720 840	725 850	730 855
Esqueda (Manuel) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Franklin (Benjamin) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Freemont (John C.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Garfield (James A.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Godinez (Hector G.) Fundamental High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Greenville Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Harvey (Carl) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heninger (Martin R.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Heroes Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Hoover (Herbert) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jackson (Andrew) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Jefferson (Thomas) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Kennedy (John F.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
King (Martin Luther Jr.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Lathrop (Julia C.) Intermediate	10	330 515	340 520	415 530	425 535	435 610	436 710	445 715	450 720	460 725	510 730

		735 860	740 865	750 870	755 890	760	820	830	840	850	855
Lincoln (Abraham) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Lorin Grisct Academy	20	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Lowell (James Russell) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Mac Arthur (Douglas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Madison (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Martin (Glenn L.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
McFadden Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Mendez (Gonzalo Felicitas) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Middle College High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Monroe (James) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Monte Vista Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Muir (John) Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
NOVA Academy Early College High School	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710	445 715 820 830	450 720 840	460 725 850	510 730 855
Orange County	55	330	340	415	425	435	436	445	450	460	510

Educational Arts Academy		515 735 860	520 740 865	530 750 870	535 755 890	610 760	710 820	715 830	720 840	725 850	730 855
Orange County High School of the Arts	55	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Pio Pico Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Remington (Frederick) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Romero-Cruz (Lydia) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Roosevelt (Theodore) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Saddleback High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santa Ana Unified Adult Transition	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Santiago Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Segerstrom High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Sepulveda (Jose) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Sierra Preparatory Academy	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Spurgeon Intermediate	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855

		860	865	870	890						
Taft Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Thorpe (Jim) Fundamental Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Valley High	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Villa (Raymond A.) Fundamental Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Walker (Adeline C.) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Washington (George) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730
Willard (Frances E.) Intermediate	10	330 515 735 860	340 520 740 865	415 530 750 870	425 535 755 890	435 610 760	436 710 820	445 715 830	450 720 840	460 725 850	510 730 855
Wilson (Woodrow) Elementary	10	330 515 735	340 520 740	415 530 750	425 535 755	435 610 760	436 710	445 715	450 720	460 725	510 730

Use these codes to identify the type of facility providing services to students ages 6–22:

10–Public Day School	11–Public Residential School	15–Special Education Center/Facility
19–Other Public School/Facilities	20–Continuation School	22–Alternative Work Education Center/ Work Study Program
24–Independent Study	31–Community School	55–Charter School (operated <b>by</b> an LEA/ District/County Office of Education)
56–Charter School (operating <b>as</b> an LEA)		

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Other Facilities (002)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
<b>Site Name</b>	<b>Type of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)							
Beacon Day School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Blind Children's Learning Center	70	330	340	35051	415	425	435	436	445
		450	460	0	515	520	530	535	610
		710	715	720	725	730	735	740	
Kids Institute for Development and Advancement (KIDA)	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760							
Mardan School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760							
Ocean View	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Olive Crest Academy	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760							
Red Rock Canyon School	71/72	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	545	610
		710	715	720	725	730	735	740	750
		755	760	820	830	840	850	855	860
		865	870	890					
Rossier Park Elementary	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						

Rossier Park Jr./Sr. High School	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						
Speech and Language Development Center	70	330	340	415	425	435	436	445	450
		460	510	515	520	530	535	610	710
		715	720	725	730	735	740	750	755
		760	820	830	840	850	855	860	865
		870	890						

Use these codes to identify the type of facility providing services to students ages 6–22:

30–Juvenile Court School	<b>32–Correctional Institution or Incarceration Facility</b>	40–Home Instruction
45–Hospital Facility	50–Community College	51–Adult Education Program
70–Nonpublic Day School	71/72–Nonpublic Residential School	79–Nonpublic Agency



Special Education Local Plan Area:

Local Educational Agency (LEA):

**Infant Services (003)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.							
<b>Site Name</b>	<b>Type of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)							
Mitchell Child Development Center	10	210 725	240	250	270	415	450	460	720
Taft Elementary	10	210 725	240	250	270	415	450	460	720

Use these codes to identify the type of facility where Infant Services (ages 0-3) are provided:

00-No School (Ages 0-5 only)	10-Public Day School
11-Public Residential School	19-Other Public School/Facilities
40-Home	45-Hospital Facility
62-Child Development or Child Care Facility	65-Extended Day Care

Special Education Local Plan Area:

Local Educational Agency (LEA):

**Pre-School Services (004)**

<b>Location</b> List the site name and type of facility providing services to students enrolled in the LEA.		<b>Services Provided at this Location</b> List the California Special Education Management Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.					
<b>Site Name</b>	<b>Type Of Facility</b>	<b>CASEMIS Service Codes</b> (Use of Code 900 requires further explanation)					
Adams Elementary	10	415					
Carver (George Washington) Elementary	10	415					
Davis (Wallace R.) Elementary	10	415					
Diamond Elementary	10	415					
Edison (Thomas A.) Elementary	10	415					
Esqueda (Manuel) Elementary	10	415					
Franklin (Benjamin) Elementary	10	415					
Freemont (John C.) Elementary	10	415					
Garfield (James A.) Elementary	10	415					
Greenville Fundamental Elementary	10	415					
Harvey (Carl) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Heninger (Martin R.) Elementary	10	415					
Heroes Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715

Hoover (Herbert) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Jackson (Andrew) Elementary	10	415					
Jefferson (Thomas) Elementary	10	415					
Kennedy (John F.) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
King (Martin Luther Jr.) Elementary	10	415					
Lincoln (Abraham) Elementary	10	415					
Lowell (James Russell) Elementary	10	415					
Madison (James) Elementary	10	415					
Martin (Glenn L.) Elementary	10	415					
Mitchell Child Development	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715
Monroe (James) Elementary	10	415					
Monte Vista Elementary	10	415					
Muir (John) Fundamental Elementary	10	415					
Pio Pico Elementary	10	415					
Remington (Frederick) Elementary	10	415					
Romero-Cruz (Lydia) Elementary	10	415					
Roosevelt (Theodore) Elementary	10	330 436 520 720	340 445 530 725	350 450 535 730	415 460 610 735	425 510 710 740	435 515 715

Santiago Elementary	10	415					
Sepulveda (Jose) Elementary	10	415					
Taft Elementary	10	330	340	350	415	425	435
		436	445	450	460	510	515
		520	530	535	610	710	715
		720	725	730	735	740	
Thorpe (Jim) Fundamental Elementary	10	415					
Walker (Adeline C.) Elementary	10	415					
Washington (George) Elementary	10	330	340	350	415	425	435
		436	445	450	460	510	515
		520	530	535	610	710	715
		720	725	730	735	740	
Wilson (Woodrow) Elementary	10	415					

Use these numbers to identify the type of facility where Pre-School Services (ages 3–5) are provided:

40–Home Instruction	45–Hospital Facility
61–Head Start Program	62–Child Development or Child Care Facility
63–State Preschool Program	64–Private Preschool
65–Extended Day Care Program	

California Department of Education Form ASP-01a (rev March 2015)		California Special Education Management Information System Service Descriptions			Special Education Division	
Special Education Local Plan Area:						
Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)	
210	<b>Family training, counseling, and home visits (ages 0–2 only):</b> This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child’s development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 <i>Code of Federal Regulations (CFR)</i> sections 300.34 (c)(3), 300.226	
220	<b>Medical services (for evaluation only) (ages 0–2 only):</b> Services provided by a licensed physician to determine a child’s developmental status and need for early intervention services.			X	34 <i>CFR</i> sections 300.34 (c)(3), 300.226	
230	<b>Nutrition services (ages 0–2 only):</b> These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.			X	34 <i>CFR</i> sections 300.34 (c)(3), 300.226	
240	<b>Service coordination (ages 0–2 only)</b>	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226	
250	<b>Special instruction (ages 0–2 only):</b> Special instruction includes: the design of learning environments and activities that promote the child’s acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child’s individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child’s development.	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226	
260	<b>Special education aide in regular development class, childcare center, or family childcare home (ages 0–2 only)</b>			X	34 <i>CFR</i> sections 300.34 (c)(3), 300.226	

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
270	<b>Respite care services (ages 0–2 only):</b> Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)	X			34 <i>CFR</i> sections 300.34 (c)(3), 300.226
330	<b>Specialized academic instruction:</b> Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 <i>CFR</i> Section 300.39(b)(3)
340	<b>Intensive individual instruction:</b> IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 <i>California Education Code (EC)</i> Section 56364
350	<b>Individual and small group instruction:</b> Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 <i>California Code of Regulations (CCR)</i> Section 3051; 30 <i>EC</i> Section 56441.2
415	<b>Language and speech:</b> Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.	X			5 <i>CCR</i> Section 3051.1; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.34 (c)(15), 300.8 (c)(11)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
425	<b>Adapted physical education:</b> Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 <i>CCR</i> Section 3051.5; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> sections 300.108, 300.39 (b)(2)
435	<b>Health and nursing–specialized physical health care services:</b> Specialized physical health care services means those health services prescribed by the child’s licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 <i>CCR</i> Section 3051.12[b]). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.	X			5 <i>CCR</i> Section 3051.12; 30 <i>EC</i> sections 56363, 49423.5(d) 34 <i>CFR</i> Section 300.107;
436	<b>Health and nursing–other services:</b> This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.	X			5 <i>CCR</i> Section 3051.12; 30 <i>EC</i> Section 56363; 34 <i>CFR</i> Section 300.107

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
445	<p><b>Assistive technology services:</b> Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.</p>	X			<p>5 <i>CCR</i> Section 3051.16;  30 <i>EC</i> Section 56363;  34 <i>CFR</i> sections  300.6, 300.105</p>
450	<p><b>Occupational therapy:</b> Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student's environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</p>	X			<p>5 <i>CCR</i> Section 3051.6;  30 <i>EC</i> Section 56363;  34 <i>CFR</i> Section  300.34 (c)(6)</p>

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.



Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
460	<p><b>Physical therapy:</b> These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</p>	X			<p>5 CCR Section 3051.6;  30 EC Section 56363;  34 CFR Section 300.34 (c)(9); California <i>Business and Professions Code</i> (B&amp;PC) Chapter 5.7 sections 2600–2696;  <i>Government Code (GC)</i> Interagency Agreement Chapter 26.5 Section 7575(a)(2)</p>
510	<p><b>Individual counseling:</b> One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</p>	X			<p>5 CCR Section 3051.9;  34 CFR Section 300.34(c)(2)</p>
515	<p><b>Counseling and guidance:</b> Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.</p>	X			<p>34 CFR sections 300.24.(b)(2), 300.306;  5 CCR Section 3051.9</p>

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
520	<b>Parent counseling:</b> Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)
525	<b>Social work services:</b> Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.			X	5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)
530	<b>Psychological services:</b> These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR Section 3051.10; 34 CFR Section 300.34 (c)(10)
535	<b>Behavior intervention services:</b> A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR Section 3001(d); 34 CFR Section 300.34 (c)(10)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
540	<b>Day treatment services:</b> Structured education, training, and support services to address the student's mental health needs.			X	Health & Safety Code, Div.2, Chap.3, Article 1, Section 1502(a)
545	<b>Residential treatment services:</b> A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5671
610	<b>Specialized services for low incidence disabilities:</b> Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
710	<b>Specialized deaf and hard of hearing services:</b> These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.	X			5 CCR sections 3051.16, 3051.18; 34 CFR Section 300.34
715	<b>Interpreter services:</b> Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR Section 3051.16; 34 CFR Section 300.34 (c)(4)
720	<b>Audiological services:</b> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
725	<b>Specialized vision services:</b> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.	X			5 CCR Section 3030(d); 30 EC Section 56364.1
730	<b>Orientation and mobility:</b> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (c)(7)
735	<b>Braille transcription:</b> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)
740	<b>Specialized orthopedic services:</b> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCR sections 3030(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)
745	<b>Reading services</b>			X	5 CCR Section 3051.16

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
750	<b>Note taking services:</b> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR Section 3051.16
755	<b>Transcription services:</b> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR Section 3051.16
760	<b>Recreation services, includes therapeutic recreation:</b> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)
820	<b>College awareness:</b> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	<b>Vocational assessment, counseling, guidance, and career assessment:</b> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	<b>Career awareness:</b> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
850	<b>Work experience education:</b> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	<b>Job Coaching:</b> Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	<b>Mentoring:</b> Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.	X			5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	<b>Agency linkages (referral and placement):</b> Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)
870	<b>Travel training (includes mobility training)</b>	X			5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)
890	<b>Other transition services:</b> These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.	X			

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

Code	Special Education Service Category Descriptions	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement*)
<b>900**</b>	<b>Other special education/related services:</b> Any other specialized service required for a student with a disability to receive educational benefit.			X	
* <i>B&amp;PC–Business and Professional Codes</i> <i>CCR–California Code of Regulations</i> <i>CFR–Code of Federal Regulations</i> <i>EC–Education Code</i> <i>GC–Government Code</i>					
<b>** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.</b>					

Services will be provided in the school of attendance unless otherwise determined by the individualized education program (IEP) team.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3062 – Conditional Renewal of Charter School Petition for Orange County Educational Arts Academy

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 14/15-3062 for conditional approval of the Orange County Educational Arts Academy (“OCEAA”) Charter Renewal petition.

The Orange County Educational Arts Academy (OCEAA) has submitted a charter renewal petition to the Santa Ana Unified School District for consideration of conditional renewal for a five year term beginning July 1, 2015 and expiring June 30, 2020. The five year term of the current operating charter expires June 30, 2015.

**RATIONALE:**

In compliance with California Education Code Sections 47605 and 47607, the SAUSD Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal petition, unless extended for up to thirty (30) additional days by mutual agreement of the parties.

Approval of the OCEAA charter renewal petition for a five year term beginning July 1, 2015, through and including June 30, 2020 would be conditioned on specified and mandatory future academic performance criteria and including, but not limited to, the resolution and remediation of certain and particular issues of concern to the District and/or by obtaining appropriate material revisions to the charter renewal petition.

Subsequent to the public hearing on the charter renewal petition on May 26, 2015, on or about June 3, 2015, a group of current OCEAA parents submitted to the SAUSD Governing Board a letter of that same date listing a number of concerns and complaints about OCEAA and its operations. Additionally, at the SAUSD Board meeting of June 9, 2015, a number of OCEAA parents expressed concerns, complaints and allegations regarding operations at the charter school during the public comment portion of the meeting.



OCEAA declined multiple requests by the District to agree to an extension of time for District Governing Board action on the charter renewal request. The requested extension would allow for the District to fully consider the issues raised by the parents and OCEAA's responses in defense of those allegations to determine whether OCEAA has been operating in violation of the law and its Charter and whether the impact of any outstanding issues on the determination of whether the renewal of OCEAA's Charter is consistent with sound educational practice.

OCEAA was advised that in the absence of an agreement to extend the timeline, the District Governing Board is compelled to take action on the renewal request based on the information currently available.

In accordance with Education Code Section 47607(a)(3)(A), the District Governing Board must consider increases in pupil achievement for all groups of pupils served by OCEAA as the most important factor in determining whether to grant OCEAA's renewal request. Guidance provided by the California Department of Education regarding the impact of API suspension on charter renewal determinations, including alternatives to API calculations for 2014 and 2015 has been followed in consideration of the OCEAA renewal request.

Please see the attached data, applicable to the current term of the OCEAA Charter:

- Academic Performance Index (API) Report 3-Year Average API School Report
- 2010-11 Accountability Progress Reporting (APR)
  - School Report-API Growth and Targets Met
    - 2011 Growth Academic Performance Index (API) Report
- 2011-12 Accountability Progress Reporting (APR)
  - School Report-API Growth and Targets Met
    - 2012 Growth Academic Performance Index (API) Report
- 2012-13 Accountability Progress Reporting (APR)
  - School Report-API Growth and Targets Met
    - 2013 Growth Academic Performance Index (API) Report

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3062, conditional renewal of the Orange County Educational Arts Academy Charter Renewal Petition for a five year term beginning July 1, 2015 through and including June 30, 2020.



California Department of Education  
 Analysis, Measurement, and Accountability Reporting Division  
 Academic Accountability Unit

## Academic Performance Index (API) Report 3 - Year Average API School Report

School: Orange County Educational Arts Academy  
 LEA: Santa Ana Unified  
 County: Orange  
 CDS Code: 30666700109066

School Type: Elementary  
 Charter: Direct Funded Charter

### API Links

LEA List of Schools
County List of Schools
Glossary
3-Year Average Guide

(An LEA is a school district, county office of education, or statewide benefit charter.)

Groups	<u>Number of Students Included In 2011 Growth API</u>	<u>2011 Growth API</u>	<u>Number of Students Included in 2012 Growth API</u>	<u>2012 Growth API</u>	<u>Number of Students Included in 2013 Growth API</u>	<u>2013 Growth API</u>	<u>Non-Weighted 3-Year Average API*</u>	<u>Weighted 3-Year Average API*</u>
Schoolwide	400	768	411	794	428	780	781	781
Black or African American	7		6		6			
American Indian or Alaska Native	0		1		0			
Asian	6		5		5			
Filipino	0		0		0			
Hispanic or Latino	362	755	373	784	391	769	769	769
Native Hawaiian or Pacific Islander	0		0		0			
White	22	932	23	961	26	925	939	939
Two or More Races	0		0		0			
Socioeconomically Disadvantaged	312	751	338	769	357	759	760	760
English Learners	193	720	219	748	249	739	736	736
Students with Disabilities	42	662	39	659	38	702	674	674

Blank cell – This indicates that the school or student group did not have a valid 2011, 2012, and/or 2013 Growth API. Therefore, a 3-Year average could not be calculated.

\*Assembly Bill (AB) 484 amended California Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- ~~Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.~~

The decision to use one of the above criteria may be made on a program by program basis and is a local decision.

### Formula to Calculate Average APIs:

A 3-Year Average API Report was produced if the following criteria were met:

1. The school had a valid API (i.e., the school received an API report) in each of the last three consecutive years;
  2. The school had 11 or more valid scores in each of the last three consecutive years. (A valid score is when a student's assessment results are included in the calculation of the API.); and,
- 
3. If the above criteria are met, the 3-Year Average API Report will also include any student group(s) that had 11 or more valid scores in each of the last three consecutive years.

**Non-Weighted Average:** The formula to calculate the non-weighted average is:

$$\frac{2011 \text{ API} + 2012 \text{ API} + 2013 \text{ API}}{3}$$

**Weighted Average:** The formula to calculate the weighted average is:

$$\frac{(2011 \text{ API} \times 2011 \text{ Valid Scores}) + (2012 \text{ API} \times 2012 \text{ Valid Scores}) + (2013 \text{ API} \times 2013 \text{ Valid Scores})}{2011 \text{ Valid Scores} + 2012 \text{ Valid Scores} + 2013 \text{ Valid Scores}}$$

Further details about the calculation of the averages and the 3-Year Average API Report can be found in the "Status of the Academic Performance Index and the 3-Year Average Information Guide". This guide can be accessed by selecting the "3-Year Average Guide" button within the "API Links" section above.

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Web Policy

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2010 -11 Accountability Progress Reporting (APR)



**School Report - API Growth and Targets Met**  
**2011 Growth**  
**Academic Performance Index (API) Report**

California Department of Education  
 Analysis, Measurement &  
 Accountability Reporting Division  
 8/13/2012

School: Orange County Educational Arts Academy  
 LEA: Santa Ana Unified  
 County: Orange  
 CDS Code: 30-66670-0109066  
 School Type: Elementary

2011 Growth API Links:

School Chart
School Demographic Characteristics
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: Yes

2010-11 APR		2010-11 State API			2011 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

**Met Growth Targets**

**Schoolwide:** Yes  
**All Student Groups:** Yes  
**All Targets:** Yes

**Groups**

	Number of Students Included in 2011 API	Numerically Significant in Both Years					Met Student Groups Growth Target
			2011 Growth	2010 Base	2010-11 Growth Target	2010-11 Growth	
Schoolwide	400		768	751	5	17	
Black or African American	7	No					
American Indian or Alaska Native	0	No					
Asian	6	No					
Filipino	0	No					
Hispanic or Latino	362	Yes	755	738	5	17	Yes
Native Hawaiian or Pacific Islander	0	No					
White	22	No	932	850			
Two or More Races	0	No					
Socioeconomically Disadvantaged	312	Yes	751	726	5	25	Yes
English Learners	193	Yes	720	704	5	16	Yes
Students with Disabilities	42	No	662	612			

[Similar Schools Report](#)

**Similar Schools**

**Median API**

2011 Growth	2010 Base
787	779

Click on the median value heading to link to the list of 2010 Base API similar schools. This list contains schools which were selected specifically for the reported school for the 2010 Base API Report.

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Click on the column header to view notes.

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In order to meet federal requirements of the Elementary and Secondary Education Act (ESEA), a 2011 Growth API is posted even if a school or LEA had no 2010 Base API or if a school had significant population changes from 2010 to 2011. However, the presentation of growth targets and actual growth would not be appropriate and, therefore, are omitted.

**"N/A"** means a number is not applicable or not available due to missing data.

**\*\*\*** means this API is calculated for a small school, defined as having between 11 and 99 valid Standardized Testing and Reporting (STAR) Program test scores included in the API. The API is asterisked if the school was small in either 2010 or 2011. APIs based on small numbers of students are less reliable and, therefore, should be carefully interpreted.

**"A"** means the school or subgroups scored at or above the statewide performance target of 800 in 2010.

**"B"** means the school did not have a valid 2010 Base API and will not have any growth or target information.

**"C"** means the school had significant demographic changes and will not have any growth or target information.

**"D"** means this is either an LEA, or a special education school. Target information is not applicable to LEAs or special education schools.

**Targets Met** - In the "Met Growth Target" columns, the growth targets reflect state accountability requirements and do not match the federal Adequate Yearly Progress (AYP) requirements. The AYP requirement for the API is a 2011 Growth API of 710 or a one-point increase from the 2010 Base API to 2011 Growth API for a school or LEA.

**Missing All Subgroup Data** - All subgroup data are missing if the LEA informed the CDE of a potential data error in at least one race or ethnicity category.

**Missing Special Population Subgroup Data** - Socioeconomically Disadvantaged, English Learners, and Students with Disabilities groups with missing API data and a "No" under the "Met Subgroup Growth Target" column indicates that there was a decrease in the number of students in the group by at least 20 percent from the 2010 Base API to the 2011 Growth API, or the LEA reported a potential data error with one or more these student groups. For that reason API information for that student group is not reported. LEAs that make changes to their data through the testing contractor will have updated API reports released in February 2012.

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2011-12 Accountability Progress Reporting (APR)



**School Report - API Growth and Targets Met**  
**2012 Growth**  
**Academic Performance Index (API) Report**

California Department of Education  
 Analysis, Measurement, &  
 Accountability Reporting Division  
 6/25/2013

School: Orange County Educational Arts Academy  
 LEA: Santa Ana Unified  
 County: Orange  
 CDS Code: 30-66670-0109066  
 School Type: Elementary

2012 Growth API Links:

School Chart
School Demographic Characteristics
School Content Area Weights
LEA List of Schools
County List of Schools

(An LEA is a school district, county office of education, or statewide benefit charter.)

Direct Funded Charter School: Yes

2011-12 APR		2011-12 State API			2012 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

**Met Growth Targets**

**Schoolwide:** Yes  
**All Student Groups:** Yes  
**All Targets:** Yes

**Groups**

	Number of Students Included in 2012 API	Numerically Significant in Both Years	2012 Growth	2011 Base	2011-12 Growth Target	2011-12 Growth	Met Growth Target
Schoolwide	411		794	768	5	26	Yes
Black or African American	6	No					
American Indian or Alaska Native	1	No					
Asian	5	No					
Filipino	0	No					
Hispanic or Latino	373	Yes	784	755	5	29	Yes
Native Hawaiian or Pacific Islander	0	No					
White	23	No	961	932			
Two or More Races	0	No					
Socioeconomically Disadvantaged	338	Yes	769	751	5	18	Yes
English Learners	219	Yes	748	720	5	28	Yes
Students with Disabilities	39	No	659	662			

[Similar Schools Report](#)

[Similar Schools](#)

[Median API](#)

<u>2012 Growth</u>	<u>2011 Base</u>
806	806

Click on the median value heading to link to the list of 2011 Base API similar schools. This list contains schools which were selected specifically for the reported school for the 2011 Base API Report

Click on the column header to view notes.

In order to meet federal requirements of the Elementary and Secondary Education Act (ESEA), a 2012 Growth API is posted even if a school or LEA had no 2011 Base API or if a school had significant population changes from 2011 to 2012. However, the presentation of growth targets and actual growth would not be appropriate and, therefore, are omitted.

**"N/A"** means a number is not applicable or not available due to missing data.

**"\*\*"** means this API is calculated for a small school, defined as having between 11 and 99 valid Standardized Testing and Reporting (STAR) Program test scores included in the API. The API is asterisked if the school was small in either 2011 or 2012. APIs based on small numbers of students are less reliable and, therefore, should be carefully interpreted.

**"A"** means the school or Student Groups scored at or above the statewide performance target of 800 in 2012.

**"B"** means the school did not have a valid 2011 Base API and will not have any growth or target information.

**"C"** means the school had significant demographic changes and will not have any growth or target information.

**"D"** means this is either an LEA, or a special education school. Target information is not applicable to LEAs or special education schools.

**Targets Met** - In the "Met Growth Target" columns, the growth targets reflect state accountability requirements and do not match the federal Adequate Yearly Progress (AYP) requirements. The AYP requirement for the API is a 2012 Growth API of 740 or a one-point increase from the 2011 Base API to 2012 Growth API for a school or LEA.

**Missing All Student Data** – All subgroup data are missing if the LEA informed the CDE of a potential data error in at least one race or ethnicity category.

**Missing Special Population Student Data** – Socioeconomically Disadvantaged and English Learners student groups with missing API data and a "No" under the "Met Student Growth Target" column indicates that there was a decrease in the number of students in the group by at least 20 percent from the 2011 Base API to the 2012 Growth API, or the LEA reported a potential data error with one or more these student groups. For that reason API information for that student group is not reported. LEAs that make changes to their data through the testing contractor will have updated API reports released in January 2013.

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

### 2012-13 Accountability Progress Reporting (APR)



## School Report - API Growth and Targets Met 2013 Growth Academic Performance Index (API) Report

California Department of Education  
Analysis, Measurement, &  
Accountability Reporting Division  
7/29/2014

School: Orange County Educational Arts Academy  
LEA: Santa Ana Unified  
County: Orange  
CDS Code: 30-66670-0109066  
School Type: Elementary

2013 Growth API Links:

3 - Year Average
School Chart
School Demographic Characteristics
School Content Area Weights
LEA List of Schools
County List of Schools

Direct Funded Charter School: Yes

(An LEA is a school district, county office of education, or statewide benefit charter.)

2012-13 APR		2012-13 State API			2013 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

**Met Growth Targets**

Schoolwide: No  
All Student Groups: No  
All Targets: No

2013 Statewide Rank: 4    2013 Similar Schools Rank: 3

**Groups**

	Number of Students Included in 2013 API	Numerically Significant in Both Years	2013 Growth	2012 Base	2012-13 Growth Target	2012-13 Growth	Met Growth Target
Schoolwide	428		780	798	2	-18	No
Black or African American	6	No					
American Indian or Alaska Native	0	No					
Asian	5	No					
Filipino	0	No					
Hispanic or Latino	391	Yes	769	788	5	-19	No
Native Hawaiian or Pacific Islander	0	No					
White	26	No	925	961			
Two or More Races	0	No					
Socioeconomically Disadvantaged	857	Yes	759	775	5	-16	No
English Learners	249	Yes	739	755	5	-16	No
Students with Disabilities	38	No	702	665			



In order to meet federal requirements of the Elementary and Secondary Education Act (ESEA), a 2013 Growth API is posted even if a school or LEA had no 2012 Base API or if a school had significant population changes from 2012 to 2013. However, the presentation of growth targets and actual growth would not be appropriate and, therefore, are omitted.

"N/A"	means a number is not applicable or not available due to missing data.
"**"	means this API is calculated for a small school, defined as having between 11 and 99 valid Standardized Testing and Reporting (STAR) Program test scores included in the API. The API is asterisked if the school was small in either 2012 or 2013. APIs based on small numbers of students are less reliable and, therefore, should be carefully interpreted.
"A"	means the school or Student Groups scored at or above the statewide performance target of 800 in the 2012 Base.
"B"	means the school did not have a valid 2012 Base API and will not have any growth or target information.
"C"	means the school had significant demographic changes and will not have any growth or target information.
"D"	means this is either an LEA, or a special education school. Target information is not applicable to LEAs or special education schools.
"I"	means the school had some invalid data at the student group level and the California Department of Education cannot calculate a valid rank for this school.

**Missing Statewide and Similar Schools Ranks** – LEAs, Alternative Schools Accountability Model (ASAM) schools, and special education schools do not receive statewide or similar schools ranks. Schools with less than 100 valid test scores do not receive a similar schools rank.

**Targets Met** - In the "Met Growth Target" columns, the growth targets reflect state accountability requirements and do not match the federal Adequate Yearly Progress (AYP) requirements. The AYP requirement for the API is a 2013 Growth API of 770 or a one-point increase from the 2012 Base API to 2013 Growth API for a school or LEA.

**Two or More Races:** – "Two or More Races" student group. Assessment results for students without valid Statewide Student Identifiers (SSIDs) were assigned to this student group.

**Missing All Student Data** – All subgroup data are missing if the LEA informed the CDE of a potential data error in at least one race or ethnicity category.

**Missing Special Population Student Data** – Socioeconomically Disadvantaged and English Learners students groups with missing API data and a "No" under the "Met Student Growth Target" column indicates that there was a decrease in the number of students in the group by at least 20 percent from the 2012 Base API to the 2013 Growth API, or the LEA reported a potential data error with one or more these student groups. Demographic data corrections made through the California Longitudinal Pupil Achievement Data System (CALPADS) or assessment-related data corrections (such as statewide student identifiers or fields specific to the testing administration process) made through the testing contractor will be reflected in the updated API reports released in March 2014.

1 RESOLUTION NO. 14/15-3062  
2 BOARD OF EDUCATION  
3 SANTA ANA UNIFIED SCHOOL DISTRICT  
4 ORANGE COUNTY, CALIFORNIA  
5

6 **Conditionally Approving the Renewal of the Charter School Petition for**  
7 **Orange County Educational Arts Academy**  
8

9 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing  
10 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is  
11 required to review and authorize creation and/or renewal of charter schools; and  
12

13 **WHEREAS**, on or about February 8, 2005, the Governing Board of SAUSD approved  
14 the Charter for the Orange County Educational Arts Academy, and since that time the  
15 District Governing Board has approved a material revision extending the initial  
16 term and has renewed the Charter, with the current term through and including June  
17 30, 2015; and  
18

19 **WHEREAS**, on or about April 14, 2015, OCEAA delivered to the District office a  
20 Charter School Petition for renewal of its Charter for a five year term from July  
21 1, 2015, through and including June 30, 2020; and  
22

23 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the renewal  
24 Charter Petition was brought to the District Board meeting of May 12, 2015, at  
25 which time it was received by the District Governing Board, thereby commencing the  
26 timelines for District Board action thereon; and  
27

28 **WHEREAS**, in compliance with California Education Code Sections 47605 and  
29 47607 and California Code of Regulations, Title 5, Section 11966.4, the Governing  
30 Board is required to approve or deny the request for charter renewal within sixty  
31 (60) days of the Governing Board's receipt of the renewal petition, unless that  
32 timeline is extended for up to thirty (30) additional days by mutual written  
33 agreement of the parties; and  
34

35 **WHEREAS**, pursuant to Education Code Section 47605, a public hearing on the  
36 provisions of the Charter was conducted on May 26, 2015, at which time the District  
37 Board considered the level of support for this Charter by teachers employed by the  
38 District, other employees of the District, and parents; and

39           **WHEREAS**, on or about June 3, 2015, a group of current OCEAA parents submitted  
40 to the District Governing Board a letter of that same date, setting forth a number  
41 of concerns and complaints about OCEAA and its operations, including, but not  
42 limited to, allegations that OCEAA is charging pupil fees, that OCEAA is not  
43 complying with requirements for the National School Lunch Program, as well concerns  
44 regarding staffing and educational program implementation issues. In response to a  
45 request made by the District, OCEAA provided some responses/defenses to the  
46 allegations made in the parent letter, and the District administration is in the  
47 process of analyzing the issues raised by the parents and OCEAA's  
48 responses/defenses. The OCEAA Charter for which OCEAA is seeking approval  
49 specifies that OCEAA must respond to the District Superintendent or designee's sole  
50 satisfaction to all of the issues and allegations raised in the parent complaint  
51 letter and resolve them to the District Superintendent or designee's sole  
52 satisfaction by no later than September 30, 2015. OCEAA's response to these issues  
53 must include, but not necessarily be limited to, remediation of any issues of  
54 concern to the District and/or by obtaining appropriate material revisions to the  
55 Charter to address issues and concerns. The District Superintendent or designee  
56 may establish shorter timelines within that overall time limit for OCEAA to respond  
57 to and/or remediate any particular issue(s) raised in the parent complaint letter.  
58 The Charter further specifies that OCEAA's failure to resolve and remediate any  
59 issue(s) to the District Superintendent or designee's sole satisfaction by the  
60 specified date shall constitute a material violation of this Charter, and OCEAA  
61 thereby specifically acknowledges that the period of time from the adoption of the  
62 resolution to September 30, 2015, constitutes a "reasonable opportunity" to remedy  
63 these issues, as that term is used in Education Code Section 47607(d); and  
64

65           **WHEREAS**, at the District Board's meeting of June 9, 2015, a number of OCEAA  
66 parents spoke during the public comment portion of the meeting to express their  
67 concerns, complaints, and allegations regarding OCEAA's operations, as initially  
68 raised to the District Board in the parent complaint letter, including, but not  
69 limited to, concerns regarding the educational program offered by OCEAA and issues  
70 related to OCEAA compliance with the law, its Charter, and/or sound educational  
71 practice; and  
72

73           **WHEREAS**, the District made multiple requests that OCEAA agree to an extension  
74 of time for District Governing Board action on OCEAA's renewal request in order for  
75 the District fully to consider the issues raised in the parent complaint letter and  
76 comments at the June 9, 2015, District Board meeting, OCEAA's responses/defenses,

77 and, based on that review, determine whether OCEAA has been operating in violation  
78 of the law, its Charter and/or providing an unsound educational program, as alleged  
79 by the parents, and whether/how OCEAA could remediate any such issues, and the  
80 impact of any outstanding issues on the determination of whether the renewal of  
81 OCEAA's Charter is consistent with sound educational practice; and

82  
83 **WHEREAS**, OCEAA repeatedly declined to agree to an extension of time for  
84 District Board action on its request for renewal of its Charter, and the District  
85 administration explained to OCEAA representatives that in the absence of an  
86 agreement to extend the timeline, the District Governing Board is compelled to take  
87 action on the renewal request based on the information currently available  
88 regarding the parent allegations; and

89  
90 **WHEREAS**, in reviewing the Petition for the renewal of the OCEAA Charter, the  
91 Governing Board has been cognizant of the intent of the Legislature that charter  
92 schools are and should become an integral part of the California educational system  
93 and that establishment of charter schools should be encouraged; and

94  
95 **WHEREAS**, in accordance with Education Code Section 47607(a)(3)(A), the  
96 District Governing Board has considered increases in pupil academic achievement for  
97 all groups of pupils served by OCEAA as the most important factor in determining  
98 whether to grant OCEAA's renewal request; and

99  
100 **WHEREAS**, on March 13, 2014, the State Board of Education ("SBE") approved not  
101 calculating the 2014 Growth and Base Academic Performance Indexes ("API") and 2015  
102 Growth API due to the transition to the Smarter Balanced assessment. On May 13,  
103 2014, the California Department of Education issued guidance to California charter  
104 school authorizers regarding the impact of API suspension on charter renewal  
105 determinations, including alternatives to API calculations for 2014 and 2015 that  
106 the District could use in considering whether a charter school has met the academic  
107 performance standards and requirements to support renewal of its charter. These  
108 alternatives specifically include use of the most recent API calculation. The  
109 District staff and District Board have been cognizant of and followed that guidance  
110 in considering the OCEAA renewal request; and

111  
112  
113  
114 **WHEREAS**, The District staff and District Board have specifically reviewed,

115 analyzed, and considered the information about OCEAA's academic achievement  
116 (including information on increases and decreases schoolwide and for all  
117 numerically significant subgroups) provided by OCEAA, including the information set  
118 forth in OCEAA's proposed renewal Charter, and the information posted on the  
119 California Department of Education ("CDE") website, specifically the information  
120 set forth in the applicable Academic Performance Index ("API") Report 3-Year  
121 Average API School Report and the Accountability Progress Reporting ("APR")  
122 regarding API Growth and Targets Met and School Report - Base API, Ranks, and  
123 Targets for the available years for the current term of OCEAA's Charter (reports  
124 for 2010-2011, 2011-2012, and 2012-2013). Copies of data obtained from the CDE  
125 website are attached to the staff report submitted by the District administration  
126 to the District Board regarding OCEAA's request for renewal of its Charter and that  
127 data is incorporated herein by this reference; and  
128

129         **WHEREAS**, without repeating all of the academic performance data included in  
130 the OCEAA Charter and/or on the CDE website, the District makes the following  
131 findings:  
132

133         • An analysis of OCEAA's overall academic performance establishes that  
134 OCEAA, both schoolwide and for its numerically significant pupil  
135 subgroups, has made modest increases in academic achievement. However,  
136 OCEAA's latest academic achievement reports from CDE establish declines  
137 rather than gains in academic achievement schoolwide and for all  
138 subgroups, and that OCEAA's academic achievement compares unfavorably to  
139 the academic achievement of similar schools. More specifically:

140         o In 2013, the most recent year for which information is reported,  
141 OCEAA's students, both schoolwide and for every numerically significant  
142 subgroup, had academic losses rather than gains:

143                 ▪ Schoolwide: API -18 (growth target of 2)

144                 ▪ Hispanic or Latino: API -19 (growth target of 5)

145                 ▪ Socioeconomically Disadvantaged: API -16 (growth target of 5)

146                 ▪ English Learners: API -16 (growth target of 5)

147         o In 2013, the most recent year for which information is reported, OCEAA  
148  
149  
150  
151  
152

153 did not meet its growth targets either schoolwide or for any pupil  
154 subgroups.

- 155 o OCEAA's similar school rankings, which identify where a school ranks  
156 academically on a scale of 1-10 compared with 100 other schools with  
157 similar demographic characteristics, establish that OCEAA compares  
158 unfavorably to similarly situated schools, particularly in two of the  
159 three years for which data is available:

- 160
- 161
- 162 ▪ 2011 - Similar Schools Rank = 2 out of 10
- 163
- 164 ▪ 2012 - Similar Schools Rank = 5 out of 10
- 165
- 166 ▪ 2013 - Similar Schools Rank = 3 out of 10
- 167

168 **WHEREAS**, in accordance with California Code of Regulations, Title 5, Section  
169 11966.4(b)(1), in considering OCEAA's renewal petition the District Governing Board  
170 considered the past performance of OCEAA's academics, finances, and operation and  
171 future plans for improvement in evaluating the likelihood of future success; and  
172

173 **WHEREAS**, in reviewing and analyzing the renewal Charter, District staff noted  
174 some issues and concerns and determined that certain changes and revisions to the  
175 Charter Petition were necessary in order to support the requested Charter renewal.  
176 The District administration worked with OCEAA on resolution of these issues and  
177 implementation of the necessary changes, additions, and revisions and OCEAA has  
178 incorporated these changes, additions, and revisions into the Charter; and  
179

180 **WHEREAS**, the terms of the renewal Charter Petition require that the OCEAA  
181 Governing Board make certain revisions to its corporate Bylaws and/or Articles of  
182 Incorporation in order to make the Bylaws and Articles of Incorporation consistent  
183 with the terms and requirements of the Petition; and  
184

185 **WHEREAS**, OCEAA has indicated that OCEAA should be able to make the requisite  
186 revisions to its Bylaws and/or Articles of Incorporation and submit the revised  
187 adopted Bylaws and Articles of Incorporation incorporating such revisions to the  
188 District Superintendent or designee no later than 90 days from the District  
189 Governing Board's renewal of the OCEAA Charter and adoption of this Resolution; and  
190

**WHEREAS**, OCEAA understands that a failure to make the necessary revisions to

191 its Bylaws and/or Articles of Incorporation will constitute a violation of the  
192 Charter Petition, which specifically requires that the Bylaws and Articles of  
193 Incorporation be revised to be consistent with the Charter Petition at all times;  
194 and

195  
196 **WHEREAS**, OCEAA is now seeking approval of renewal of its Charter as revised  
197 and it is that revised version of the OCEAA renewal Charter Petition that the  
198 District Governing Board is considering and acting upon through adoption of this  
199 Resolution No. 14/15-3062. The revised renewal Charter is attached hereto as  
200 Exhibit "A"; and

201  
202 **WHEREAS**, the District staff, working with District legal counsel, has  
203 reviewed and analyzed all information received with respect to the request for  
204 Charter renewal and information related to the operation and potential effects of a  
205 renewed OCEAA, and made a recommendation to the District Board that the Charter  
206 renewal be conditionally approved based on that review, specifically including  
207 consideration of increases in pupil academic achievement for all groups of pupils  
208 served by OCEAA as the most important factor in determining whether to recommend  
209 that the District Board grant OCEAA's renewal request; and

210  
211 **WHEREAS**, the District Board has fully considered the Charter submitted for  
212 the renewal of OCEAA, specifically including increases in pupil academic  
213 achievement for all groups of pupils served by OCEAA as the most important factor  
214 in determining whether to grant OCEAA's renewal request and the recommendation  
215 provided by District staff; and

216  
217 **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**

- 218  
219 I. That the Governing Board of SAUSD finds the above listed recitals to be true  
220 and correct and incorporates them herein by this reference.  
221  
222 II. That the Governing Board has confirmed that OCEAA has met the minimum  
223 requirements for renewal of a charter pursuant to Education Code Section  
224 47607 as follows:

225  
226  
227  
228 a. Ed. Code § 47607(b)(1): OCEAA met or exceeded its API growth

229 targets both schoolwide and for all groups of pupils served by OCEAA  
230 in two of the last three years for which API was calculated (2011  
231 and 2012); and  
232

233 b. Ed. Code § 47607(b)(2): OCEAA had a statewide rank of 4 in the  
234 last year and two of the last three years that API was calculated  
235 (2012 and 2013).  
236

237 III. That the Governing Board, having fully considered and evaluated the Petition  
238 for the renewal of the Orange County Educational Arts Academy hereby finds  
239 that approval of the renewal Charter is consistent with sound educational  
240 practice only if certain conditions, as specified herein, are met, based upon  
241 grounds and factual findings including, but not limited to, the following:  
242

243 A. The Charter School presents an unsound educational program for the  
244 pupils to be enrolled in the Charter School unless OCEAA complies with  
245 the conditions specified in this Resolution. [Education Code Section  
246 47605(b)(1)]  
247

248 B. The petitioners are demonstrably unlikely to successfully implement the  
249 program set forth in the petition unless they comply with the  
250 conditions specified in this Resolution. [Education Code Section  
251 47605(b)(2)]  
252

253 IV. That the Governing Board of the Santa Ana Unified School District hereby  
254 determines the foregoing findings are supported by specific facts, including  
255 but not limited to the following:  
256

257 A. THE CHARTER SCHOOL PRESENTS AN UNSOUND EDUCATIONAL PROGRAM FOR THE  
258 PUPILS TO BE ENROLLED IN THE CHARTER SCHOOL UNLESS OCEAA COMPLIES WITH  
259 THE CONDITIONS SPECIFIED IN THIS RESOLUTION. [Education Code Section  
260 47605(b)(1)]  
261

262 1. The June 3, 2015, letter submitted by parents, as well as the  
263 parents' comments at the District Board's June 9, 2015, meeting,  
264 raise issues of significant concern, specifically including, but  
265 not limited to, concerns that OCEAA is not, and has not during  
266 the current term of its Charter been, complying with the terms of



its Charter and/or the law and/or sound educational practice with regard to the manner in which it, among other things:

- Staffs the school, particularly teachers and bilingual employees and math and language/reading specialists;
- Educates OCEAA students, specifically including the implementation of OCEAA's Spanish dual immersion program and arts program and failure to obtain appropriate curriculum (as well as potential copyright infringement concerns);
- Charges pupil fees, including, but not limited to, by offering privileges related to OCEAA educational activities (including "priority registration") in exchange for money or donations of goods or services from a pupil or the pupil's parent/guardian and/or removing such privileges or otherwise discriminating against a pupil because the pupil's parent/guardian has not or will not make such a donation; and
- Does not comply with all of the requirements of the National School Lunch Program and does not provide appropriate time for students to eat;

The parents also assert that they have raised all of these concerns directly with OCEAA approximately a year ago, but have not received adequate responses to the issues raised in their letter.

The District has attempted to investigate the parent allegations that may constitute violations of the Charter or law or would affect the District Board's determination regarding whether renewing the OCEAA Charter would be consistent with sound educational practice. These efforts include requesting that OCEAA provide written responses to the parents' allegations and a visit by District administrators to OCEAA. However, given the

304 short time frame between the OCEAA parents bringing these matters  
305 to the District's attention and the deadline for District Board  
306 action on the renewal request, the District has been unable to  
307 establish if OCEAA's operations are compliant with the law, the  
308 Charter, and sound educational practice. Some of OCEAA's  
309 responses indicate that OCEAA may not understand its legal  
310 obligations and may be out of compliance with such obligations  
311 and sound practices. The significance of these potential  
312 violations by OCEAA and the dissatisfaction expressed by OCEAA  
313 parents with OCEAA's educational and operational programs  
314 outweigh the modest academic increases experienced by OCEAA's  
315 students, particularly in light of the significant academic  
316 decreases experienced by OCEAA's students during the last year  
317 that scores were reported.

318  
319 B. THE PETITIONERS ARE DEMONSTRABLY UNLIKELY TO SUCCESSFULLY IMPLEMENT THE  
320 PROGRAM SET FORTH IN THE PETITION UNLESS THEY COMPLY WITH THE  
321 CONDITIONS SPECIFIED IN THIS RESOLUTION. [Education Code Section  
322 47605 (b) (2) ]

323  
324 All of the concerns specified above related to the educational program  
325 and parent complaints are hereby incorporated herein by this reference.  
326 The alleged failures by OCEAA to implement its current Charter clearly  
327 indicate that OCEAA will be unable successfully to implement the  
328 proposed renewal Charter. Again, these concerns outweigh the modest  
329 increases in academic achievement experienced by OCEAA's students.

330  
331 V. That the District Board has specifically considered the increases in pupil  
332 academic achievement for all groups of pupils served by OCEAA as the most  
333 important factor in determining whether to grant OCEAA's renewal request, but  
334 despite the fact that OCEAA has had some modest increases in pupil academic  
335 achievement schoolwide and among its numerically significant subgroups during  
336 the preceding term of its Charter, and the District Board recognizes these  
337 increases, the District Board specifically finds that those modest increases  
338 in pupil academic achievement are outweighed by the factual findings  
339 specified above supporting denial of the renewal request, unless those issues  
340 and concerns are resolved and remediated to the Superintendent or designee's  
341 sole satisfaction on or before September 30, 2015.

- 342
- 343 VI. That the Governing Board of the Santa Ana Unified School District, having
- 344 fully considered and evaluated the Petition for the renewal of the Orange
- 345 County Educational Arts Academy, hereby conditionally approves the renewal of
- 346 the Charter for a five year term, from July 1, 2015, through and including
- 347 June 30, 2020. The OCEAA renewal Charter that the Governing Board is hereby
- 348 conditionally approving is attached hereto as Exhibit "A." This approval is
- 349 conditional on OCEAA responding to the District Superintendent or designee's
- 350 sole satisfaction to all of the issues and allegations raised in the parent
- 351 complaint letter and resolving them to the District Superintendent or
- 352 designee's sole satisfaction by no later than September 30, 2015, including,
- 353 but not necessarily limited to, remediation of any issues of concern to the
- 354 District and/or by obtaining appropriate material revisions to the Charter to
- 355 address issues and concerns. The District Superintendent or designee may
- 356 also set shorter timelines within that overall time limit for OCEAA to
- 357 respond to and/or remediate any particular issue(s) raised in the parent
- 358 complaint letter.
- 359
- 360 VII. That should OCEAA meet these conditions and resolve and remediate to the
- 361 District Superintendent or designee's sole satisfaction all issue(s) raised
- 362 by the parent complaint letter on or before September 30, 2015, the Governing
- 363 Board hereby approves a revision to the OCEAA Charter to delete the paragraph
- 364 of the Charter entitled "Parent Complaint Letter," without bringing the
- 365 Charter back to the District Board for further approval of that revision.
- 366
- 367 VIII. That should OCEAA not comply with the conditions that it respond to the
- 368 District Superintendent or designee's sole satisfaction to all of the issues
- 369 and allegations raised in the parent complaint letter and resolve them to the
- 370 District Superintendent or designee's sole satisfaction, including, but not
- 371 necessarily limited to, remediation of any issues of concern to the District
- 372 and/or by obtaining appropriate material revisions to the Charter to address
- 373 issues and concerns, by no later than September 30, 2015, the conditional
- 374 approval of the OCEAA Charter renewal is terminated and the renewal is denied
- 375 based on the written factual findings set forth above and adopted hereby,
- 376 unless the District Board, in its sole discretion, deletes the condition or
- 377 extends the deadline for compliance therewith.
- 378
- 379 IX. That the terms of this Resolution are severable. Should it be determined

380 that one or more of the findings and/or the factual determinations supporting  
381 the findings is invalid, the remaining findings and/or factual determinations  
382 and the conditional renewal/denial for failure to comply with the conditions  
383 of the Charter shall remain in full force and effect. In this regard, the  
384 District Board specifically finds that each factual determination, in and of  
385 itself, is a sufficient basis for the finding it supports, and each such  
386 finding, in and of itself, is a sufficient basis for denial.

387  
388 The foregoing resolution was considered, passed, and adopted by this Board at  
389 its regular meeting of June 23, 2015.

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[SIGNATURES TO FOLLOW ON NEXT PAGE]

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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. 14/15-3062, which was duly adopted by said Board at a regular meeting thereof held on the 23<sup>rd</sup> day of June, 2015, and that it was so adopted by the following vote:

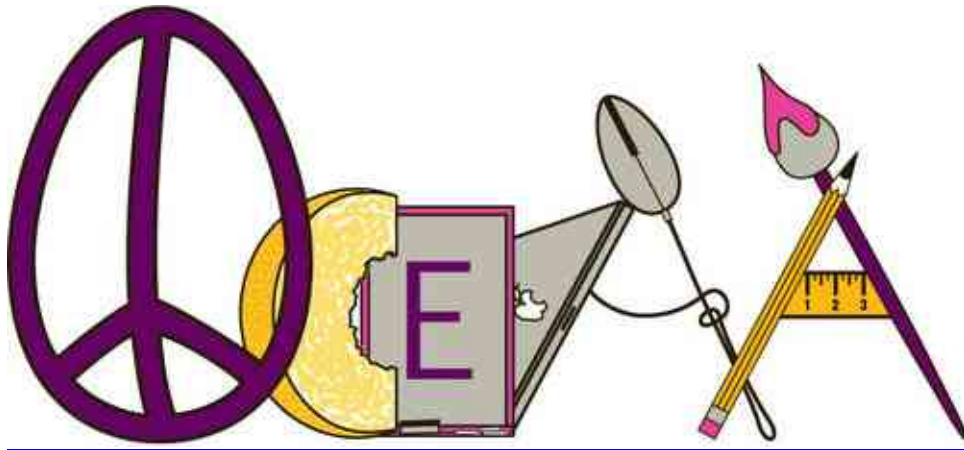
AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

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

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

*Charter Renewal Petition for the*  
***Orange County Educational Arts Academy:***  
*A California Public Charter School*  
***2010-2015***

*July 1, 2015 – June 30, 2020*



*Submitted to*  
*Santa Ana Unified School District*  
***March 8, 2010***

*April 14, 2015*

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**“Table of Contents of Legal Requirements”:**

This charter has been created in the format encouraged by the California State Board of Education in its adopted “Model Application for Charter Schools” and goes beyond the legal requirements of Education Code Section 47605. According to the State Board of Education, the Model Application format ensures that charter petitioners cover all of the minimum elements required by law in a systematic way. However, as the Model Application format requires that statutory provisions in the Charter Schools Act be addressed out of the order presented in the Education Code, this “Table of Contents of Legal Requirements” is presented to assist the Reviewer in establishing that all requirements of law have been met.

**Exhibit L: Organizational Chart**

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# INTRODUCTION

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This Renewal Petition presented to the Santa Ana Unified School District (SAUSD) represents the belief that charter schools provide an opportunity for students to develop talents that may not be accessed in a traditional school setting. Charter schools, in an effort to continue the improvement of the public educational system, provide creative and individualized educational programs that address the unique needs of the students they serve.

California Education Code 47601 provides opportunities for educators, parents, learners and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- Improve pupil learning
- Increase learning opportunities for all learners, with special emphasis on expanded learning experiences for learners who are identified as academically low achieving.
- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for educators, including the opportunity to be responsible for the learning program at the school site.
- Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- Hold school established under the Charter Schools Act of 1992 accountable for meeting measurable learner outcomes, and provide schools with a method to change from rule-based to performance-based accountability systems.
- Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The Orange County Educational Arts Academy (OCEAA) was founded in 2005 as a grass-root endeavor undertaken by parents, committed educators, and community members who envisioned an instructional program that is committed to student academic achievement through the development of the arts, technology, language, and culture.

OCEAA is entering its 10th year and doing an amazing job preparing students to be global citizens through the arts, technology and world languages and cultures.

Our vision is for all students to show continuous improvement toward meeting or exceeding grade-level standards. We believe OCEAA offers a unique educational opportunity that infuses art, technology, language and culture into the curriculum to prepare our children to be the future leaders of our society. We work diligently to provide a safe and positive learning environment in which our students participate in enriching experiences designed to help them grow and develop academically, socially, and emotionally before, during and after school. We model and require all students to demonstrate behavior that is Organized, Respectful, Careful and Accepts Responsibility – following the O.R.C.A. Way!

Through collaboration of staff, parents, and the community, we are fostering strong foundations

that empower our students to become responsible and productive citizens. Education is most successful when families and schools work together. Our parents and guardians take an active role as educational partners by joining the OCEAA FSO, volunteering at school, checking PowerSchool regularly, attending all conferences and meetings, supporting school policies and participating in our family events. Robust and enduring stakeholder engagement has been a critical asset to OCEAA's success and is now embedded in our school culture.

We believe the OCEAA community is strengthened by diversity. Our families come from a variety of heritage groups that tie their lineage to countries throughout the world. As such we value the many languages that are spoken in our homes and our experience with cultures is an invaluable benefit. Cultural diversity just scratches the surface. Our learning styles, interests, passions and aptitudes are equally diverse and enriching to our school. We strive to value all types of diversity and utilize our diverse experiences and interests to prepare students to live, study and work in an interconnected, globally integrated society.

OCEAA is pleased with its journey thus far, but also embraces change. A constantly evolving educational program is an inherent part of being effective in the 21<sup>st</sup> century. In our next renewal term we will focus on:

- Continuing to develop rigorous curriculum aligned to the Common Core Standards that integrates art, technology, language and culture.
- Continuing to increase the use of technology as an instructional tool.
- Continuing to provide our students with opportunities to collaborate and express themselves through the fine arts.
- Refining our ORCA SPLASH, which promotes positive discipline and re-teaching of negative behaviors.

### **OCEAA Accomplishments**

At OCEAA we have much to be proud of. First and foremost, we have demonstrated significant student achievement gains (detailed below). This is, of course, the most important metric in determining our success as an educational institution and OCEAA takes this obligation very seriously. We have been proactively refining our program to make sure students become proficient in the new Common Core Standards and expect to see continued growth in our next term. Our focus on biliteracy and global citizenship is stronger than ever with incredible results from our immersion program. We are confident that we will continue to provide our students with a 21<sup>st</sup> century education through the arts, technology, language, and culture.

OCEAA has also fostered a powerful school culture that is exciting and effective, but not only in terms of academic achievement. We would like to highlight our success in maintaining and growing professional partnerships as well as bolstering our arts and technology programs as these truly round out our school and provide for the engaging and unique "glue" that makes OCEAA strong. We have had great success over the last five years; below are some highlights:

### **Ongoing Partnerships**

- [Arts Advantage](#)
- [The California Arts Project](#)
- [Orange County Performing Arts Center](#)
- [Orange County Museum of Art](#)
- [Orange County High School of the Arts](#)
- [Ocean Institute](#)
- [Discovery Science Center](#)
- [Bower's Museum](#)
- [House of Blues, Anaheim](#)
- [International House of Blues Foundation Action for the Arts](#)
- [Broadway on Tour](#)
- [The Wooden Floor](#)
- [Barnes & Noble Arts Yearly Fundraiser](#)
- [Orange County Department of Education's Outdoor Science School](#)
- [Apple Valley Collaboration](#)
- [Tanaka Farms Community Supported Agriculture Project](#)
- [Canned Food Drives - Second Harvest Food Bank](#)
- [Giving Trees - Western Youth Services](#)
- [Brownies](#)
- [Girl Scouts](#)
- [TEAMS AmeriCorps](#)
- [Friday Night Live](#)
- [GIRLS, Inc.](#)
- [Santa Ana College](#)
- [University of California, Irvine Credential Program](#)
- [The California Reading and Literature Project](#)
- [Orange County Music and Arts Administrators](#)
- [Los Angeles Times](#)
- [Lesley University](#)
- [Downtown Inc.](#)
- [UCI Creative Connections](#)
- [Give Art with your Heart Drive](#)

### **Technology Achievements**

- [Installed new business class wireless network to support 1-1 student to device initiatives](#)
- [Opened OCEAA computer labs](#)
- [Implemented EasyTech and TechSteps student technology skills program](#)
- [Implemented Type-to-Learn keyboarding skills program](#)
- [Started fireworks fundraiser for technology](#)
- [Implemented student electronic registration system](#)
- [Implemented iPad use for instruction in Grades 8, 6, and 5](#)
- [Upgraded computer lab with 32 new computers with funding from the Disney Grant](#)

- [Awarded BIIG Grant for Internet Connectivity upgrades. Connection to the Internet will be upgraded to 1 Gbps.](#)
- [Implemented Google Apps for Education](#)
- [Implemented Standards Based Report Card for Transitional Kinder](#)
- [Implemented use of Chrome books for instruction Grade 7](#)
- [Upgraded Electronic Registration System](#)

### **Arts Achievements**

- [End of Year Extravaganza/ Holiday Extravaganza](#)
- [OCMA Family Day](#)
- [Noche de Altares 2012, 2013, 2014](#)
- [Middle school art specialists hired](#)
- [New mariachi program](#)
- [Donors choose ukuleles donated](#)
- [Approximately \\$4,000 in instruments donated from House of Blues](#)
- [Student Sound Crew](#)
- [Chapman Holocaust Contest Students acknowledged and one student finalist.](#)
- [Grammy Award winning Quetzal concert](#)
- [Student service learning project in 7/8th grade](#)
- [Pacific Symphony Class Act program](#)
- [Disney Arts Grant \\$30,000](#)
- [Orange County Dance Educator of the Year Elementary Alondra Diaz 2014](#)
- [Orange County Dance Educator of the Year Secondary Erica Vicario 2014](#)
- [Orange County Arts Administrator of the Year Linda Hardman Greene 2014](#)
- [Bowers Field trip grants for all students](#)
- [Bowers docent program \(docents bring the museum to the classroom\)](#)
- [El Centro \(son jarocho music partnership\)](#)
- [Creative Connections Artwalk Presentation](#)

[OCEAA is excited for the next chapter of our charter. We know that we have strong systems in place, quality people dedicated to our work, and a clear vision for what comes next. Our 2015-2020 term will be the best yet.](#)

### **Charter Renewal Criteria**

#### **Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(1)**

[Education Code Section 47607\(b\) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:](#)

- (1) [Attained its Academic Performance Index \(API\) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.](#)

(2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

(3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.

(4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

### Analysis of Charter Renewal Criteria

OCEAA has attained its API growth target in two of the last three years that the API was calculated, both school wide and for all groups of pupils served by the charter school, meeting the requirement of Education Code Section 47607(b)(1). OCEAA's API growth score in 2011 and 2012 exceeds the growth targets established for those years with a 17 point jump and a 26 point jump respectively. Furthermore, OCEAA was ranked a "4" on the statewide API the last two years that the API was calculated, meeting the requirement of Education Code Section 47606(b)(2). The following shall serve as documentation confirming that OCEAA meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b) (Also see Exhibit "A": CDE DataQuest Reports, 2011-2014):

In the 2010-11 school year, OCEAA had three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the table below:

<u>2010-11 API Growth Scores: School Wide and Significant Student Subgroups</u>			
<u>Groups</u>	<u>API Growth</u>	<u>API Growth Target (Actual Growth)</u>	<u>Met Group's Growth Target?</u>
<u>School Wide</u>	<u>768</u>	<u>5 (+17)</u>	<u>Yes</u>
<u>Hispanic or Latino</u>	<u>755</u>	<u>5 (+17)</u>	<u>Yes</u>
<u>Socioeconomically Disadvantaged</u>	<u>751</u>	<u>5 (+25)</u>	<u>Yes</u>
<u>English Learners</u>	<u>720</u>	<u>5 (+16)</u>	<u>Yes</u>

Source: CDE DataQuest, accessed March 2015

In the 2011-12 school year, OCEAA had the same three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the



table below:

<u>2011-12 API Growth Scores: School Wide and Significant Student Subgroups</u>			
<u>Groups</u>	<u>API Growth</u>	<u>API Growth Target (Actual Growth)</u>	<u>Met Group's Growth Target?</u>
<u>School Wide</u>	<u>794</u>	<u>5 (+26)</u>	<u>Yes</u>
<u>Hispanic or Latino</u>	<u>784</u>	<u>5 (+29)</u>	<u>Yes</u>
<u>Socioeconomically Disadvantaged</u>	<u>769</u>	<u>5 (+18)</u>	<u>Yes</u>
<u>English Learners</u>	<u>748</u>	<u>5 (+28)</u>	<u>Yes</u>

Source: CDE DataQuest, accessed March 2015

As demonstrated above, OCEAA's school wide and numerically significant student subgroups demonstrated significant growth in their 2011 and 2012 API scores, with all groups surpassing the established targets.

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The decision to use one of the above criteria may be made on a program by program basis and is a local decision. (Source: CDE Information Guide, *Status of the Academic Performance Index and 3-Year Average*, available at: <http://www.cde.ca.gov/ta/ac/ap/>.)

During the current charter term and prior to the suspension of the California Standards Test (CST) in 2013, OCEAA students have demonstrated strong positive growth, particularly in 2012, as measured by state standardized testing. OCEAA's API score increased 26 points that year to 794 while the median increase in District schools was approximately 2 points. Only 3 of 39 (7.6%) District elementary schools had a greater increase in their API that year. OCEAA's 2012 school-wide API of 794 exceeded the school-wide API scores of almost 60% of District elementary schools. During the same period of time, OCEAA successfully met all subgroup growth targets, while more than one third District elementary schools were not able to achieve this challenging goal.

A cohort analysis of how second graders performed on the 2010 CST in English Language Arts compared to how they performed as fifth graders in 2013 reveals the following overall growth: The percentage of students scoring Below Basic and Far Below Basic decreased from 32% in 2010 to 3 % in 2013 - a reduction of 29%. During the same period of time the percentage of cohort students scoring Proficient and Advanced almost doubled, increasing from 36% to 67%.

A similar cohort analysis for how fifth graders performed in 2010 compared to how they performed in 2013 reveals that the number of students scoring Below Basic and Far Below Basic decreased by 14% from 22% in 2010 to 8% in 2013.

An analysis of OCEAA's English Learner and Hispanic/Latino student subgroup performance during the current term of the charter also reflects positive growth. From 2011 to 2013 OCEAA's English Learners' API increased nineteen (19) points to 739 while Hispanic/Latino students' API increased fourteen (14) points to 769. OCEAA's Socioeconomic Disadvantaged subgroup's API increased by 100 points, to 702 during the same period of time. When compared to the District's subgroup APIs in 2013, OCEAA's English Learners and Hispanic/Latino students outperformed their District counterparts (ELs 739 compared to 706; Hispanic/Latino 769 compared to 737.) When we go back a bit farther to 2010 and look at OCEAA's aggregate subgroup growth and annual average growth we see strong and positive trends. English Learners' subgroup growth has been 129 points averaging 43 points annually; Hispanic/Latino subgroup growth has been 120 points averaging 40 points annually; and, Socioeconomically Disadvantaged subgroup growth has been 63 points averaging 21 points annually. While some standardized indicators of student achievement for both OCEAA and the District schools decreased in 2013, partly due to the initial implementation of the Common Core curriculum and gradual phase-out of the **California Content Standards** and CST testing, it is worthy to note that OCEAA's subgroup performance led to even higher scores in the prior year (2012.) OCEAA's English Learner API increased to 748 and their Hispanic/Latino API increased to 784 in 2012. OCEAA's instructional team believes that their students are well positioned and prepared to continue to demonstrate their growth in proficiency when measured by the new California Assessment of Student Performance (CAASP) process.

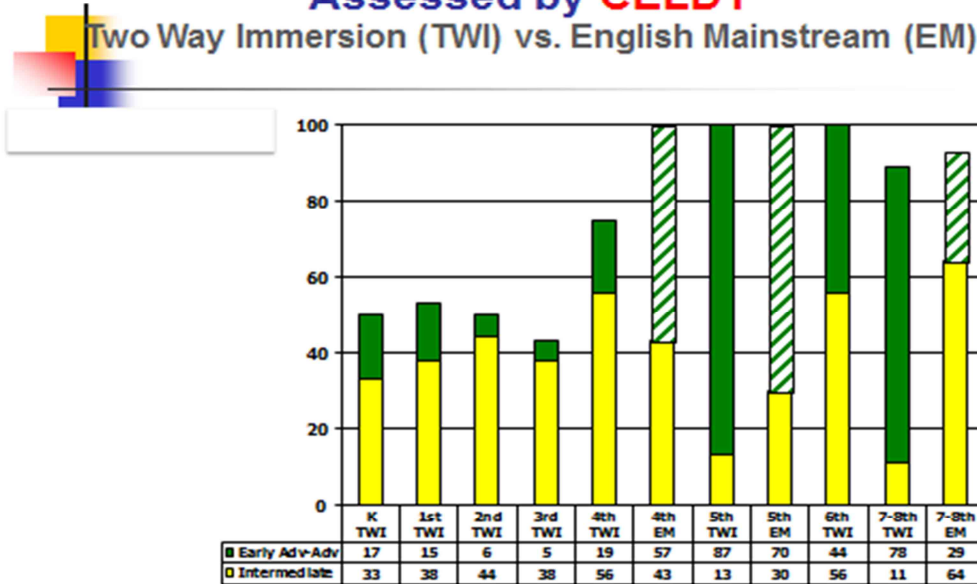
OCEAA's Two- Way Immersion program (TWI) continues to support the growth and increased proficiency of all students.

When measured by the CELDT (California English Language Development Test) student proficiency in English reflects the following: *(see graph below)*

- By grades 5-8, 44-87% of TWI students scored Early Advanced or Advanced
- At 5<sup>th</sup> and 7<sup>th</sup>- 8<sup>th</sup> grades, more students enrolled in the TWI program demonstrated proficiency in English compared to the English Mainstream (EM) comparison group

## Proficiency in English Assessed by **CELDT**

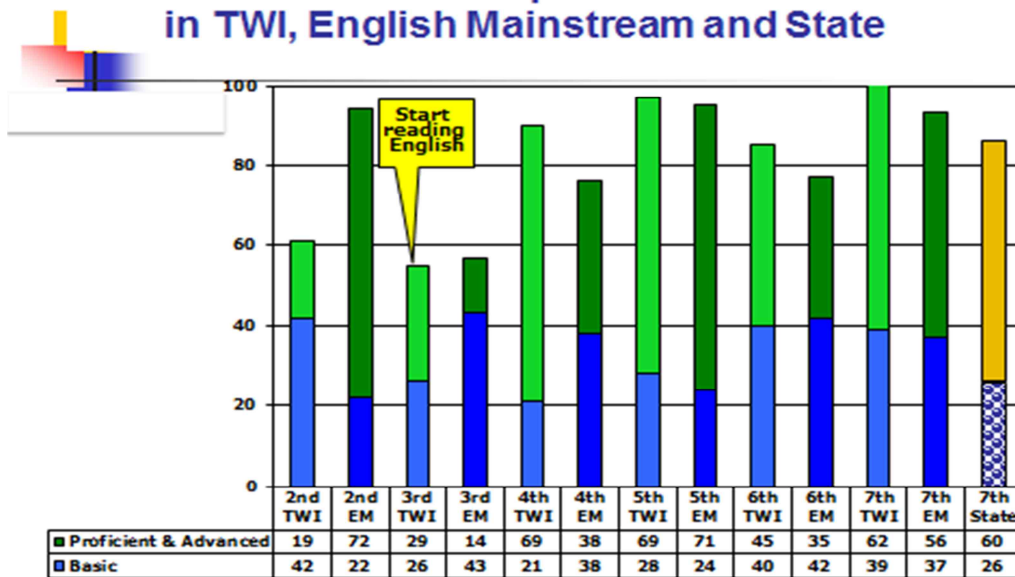
Two Way Immersion (TWI) vs. English Mainstream (EM)



When measured by the California Standards Test (CST) student proficiency in English Language Arts reflects the following: *(see graph below)*

- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to the English Mainstream students and State average (at 7<sup>th</sup> grade).

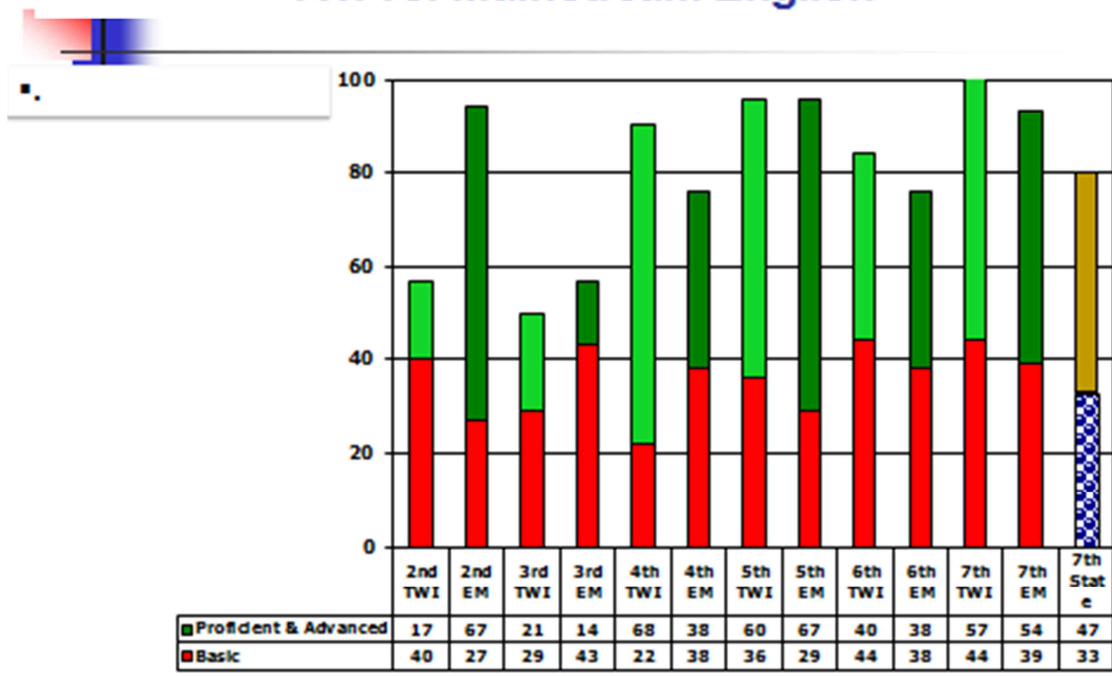
## English Language Arts (CST) Grades 2-7 --- Compare ALL Students in TWI, English Mainstream and State



OCEAA's Hispanic/Latino subgroup students enrolled in the TWI program outperform their peers. (see graph below)

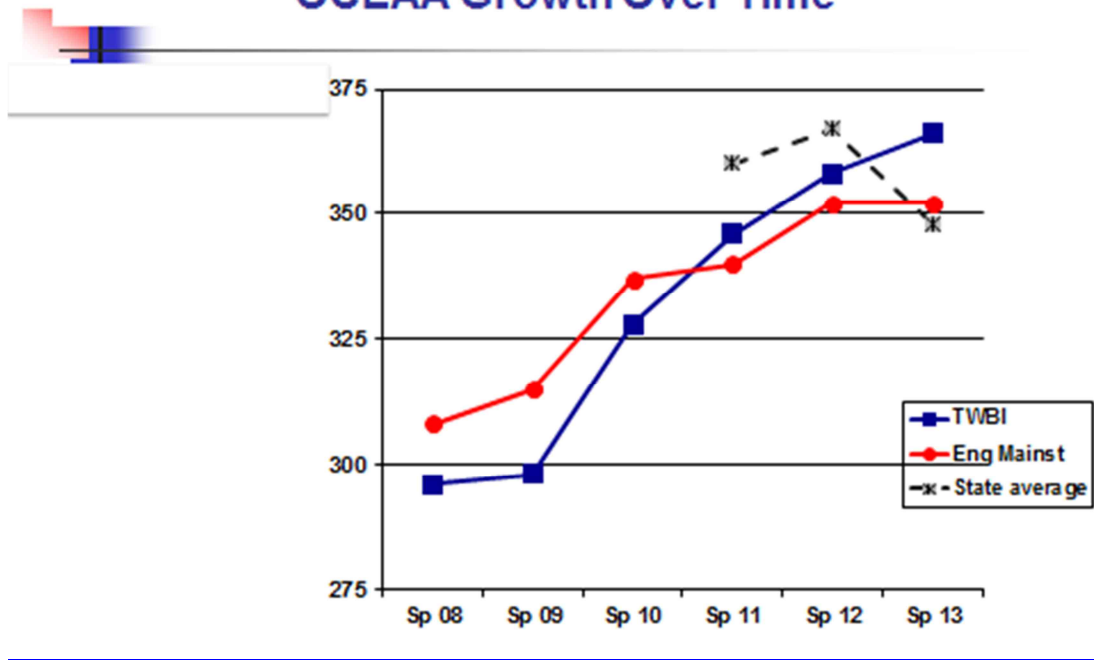
- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to English Mainstream students.
- Most students enrolled in upper grades scored Basic or higher, exceeding the statewide average.

## English Language Arts (CST) Compare Hispanic Students TWI vs. Mainstream English



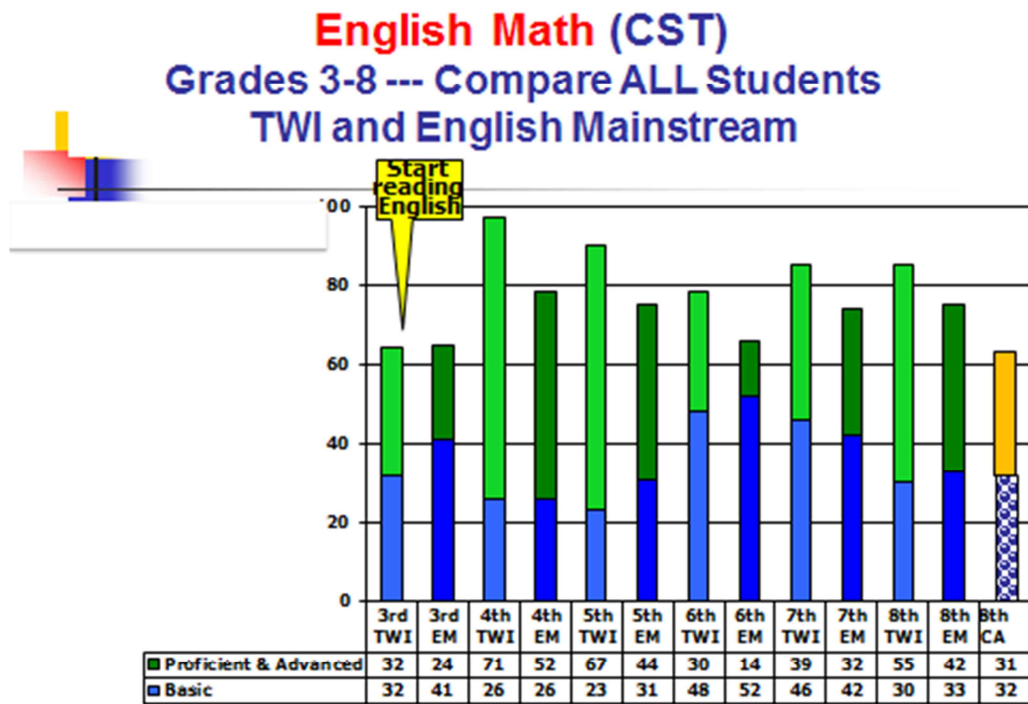
TWI students have shown excellent growth over time, and more growth than English Mainstream students. (see graph below)

### English Language Arts (CST) Grades 4-8 --- Longitudinal Change OCEAA Growth Over Time



OCEAA's students enrolled in the TWI program also outperformed their English Mainstream (EM) peers in mathematics. (see graph below)

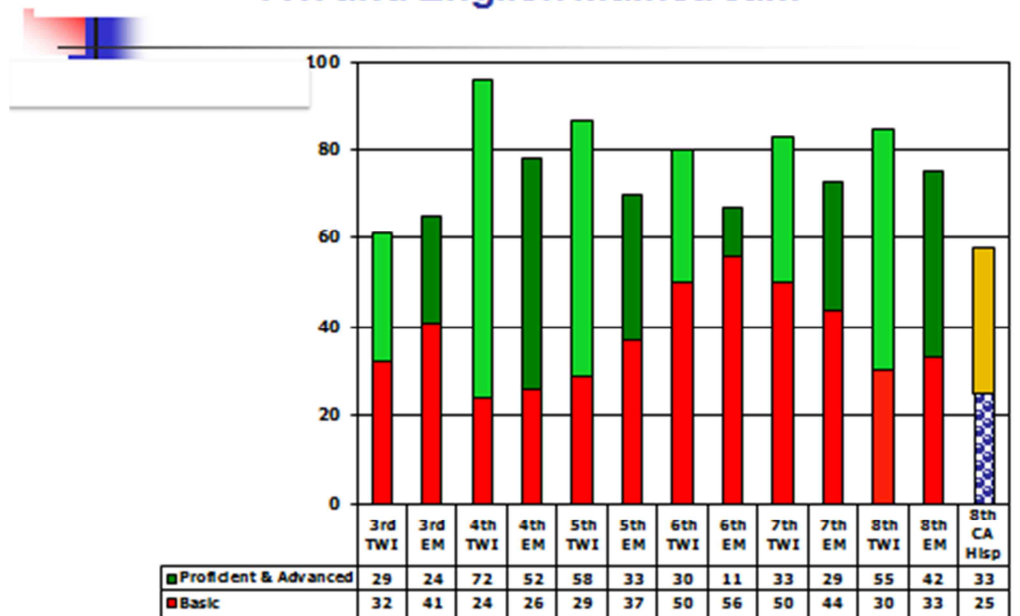
- At grades 3-8, there were (far) more TWI students who scored Proficient/Advanced on CST mathematics compared to English Mainstream.
- At 8<sup>th</sup> grade, there was a much higher percentage of TWI students scoring Proficient /Advanced and Basic and above when compared to All students in Calif.



Again, when looking at the performance of the Hispanic/Latino subgroup in mathematics, the TWI students outperform their peers. (see graph below)

- At grades 3-8, a higher percentage of TWI students scored Proficient/Advanced compared to English Mainstream.
- 8<sup>th</sup> grade Hispanic TWI students scored higher than state average for Hispanic 8<sup>th</sup> graders in general math.

### English Math (CST) Compare Hispanic Students TWI and English Mainstream



The data shared above indicates that OCEAA’s TWI program continues to show considerable promise in student achievement and English proficiency for all students.

This pattern of growth enumerated in the sections above serves as evidence of meeting the expectation set forth in Education Code Section 47607(a)(3) which states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Therefore, OCEAA has met the charter renewal standards and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

# EXECUTIVE SUMMARY OF CHANGES

Governing Law: Renewals [...] are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

California Education Code Section 47607(a)(2)

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The following list enumerates substantive changes in the petition due to programmatic updates and compliance with newly enacted, applicable law.

- The charter was completely reorganized, placing the sixteen requisite elements in Education Code 47605 in numerical order to present a more thorough and accessible document.
- Other requirements are provided for in the final section entitled “Miscellaneous Provisions” including financials, potential civil liability impact, facilities, administrative services, and related information.
- The number of exhibits has been decreased due to incorporation into the charter (e.g. curriculum statement, special education language, etc.) or because the content was deemed duplicative, outdated, or superfluous.
- The introduction includes an analysis of charter renewal criteria, which details student achievement data from the last term.
- Compliance language has been added throughout the charter to reflect new legal requirements including, but not limited to:
  - Charter must contain a description of annual goals to be achieved in the state priorities, and specific annual actions to achieve those goals [EC 47605.6(b)(5)(A)].
  - Pupil outcomes must align with the state priorities that apply for the grade levels served or the nature of the program [EC 47605.6(b)(5)(B)].
  - The method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported in the SARC [EC 47605.6(b)(5)(C)].
  - Nondiscrimination on the basis of gender identity and gender expression [EC 200].
  - Diabetes information for parents [EC 49452.7].
- Measurable outcomes and assessments previously interwoven into the educational program have been moved to Element 2 and 3 respectively.



- The Instructional Program Description section includes OCEAA’s plan to phase out English Only instruction over the course of the next term in favor of program wide Two Way Immersion.
- Supplemental information on the “Understanding by Design” curriculum model was added.
- OCEAA has adopted the National Core Arts Standards to guide their arts-integrated program. The standards have been included along with an Exhibit that details the framework.
- The National Educational Technology Standards have been updated to reflect the new title of International Standards for Technology in Education (ITSE). The new standards and corresponding information has been included.
- OCEAA has created charts aligned with the eight State priorities and local priorities for both Element 1 and 2. These articulate goals, actions, measurable outcomes, and methods of measurements. These charts will be married to the previous LCAP (included as an Exhibit) and inform the LCAP annual update process.
- The new State accountability and assessment system is referenced throughout the charter petition. OCEAA also delineates shifts in their internal assessment plans.
- Authorizer required language regarding indemnification and insurance has been added to the “Miscellaneous Provisions” section.

As requested, OCEAA will submit both clean and redline version of the charter petition. All changes to the document have been tracked for authorizer oversight purposes. OCEAA will work with SAUSD to satisfy any requests for further information or clarification.

11. <i>Pupil Suspension and Expulsion</i>	page 55
12. <i>Retirement System</i>	page 48
13. <i>Attendance Alternatives</i>	page 55
14. <i>Employee Rights to Return</i>	page 49
15. <i>Dispute Resolution</i>	page 52
16. <i>Labor Relations</i>	page 52
17. <i>School Closure</i>	page 67
18. <i>Impact Statement</i>	page 69

## ~~AFFIRMATIONS/~~AFFIRMATIONS AND ASSURANCES

As the authorized ~~representatives of the applicant~~representative of OCEAA, we, the Board of Directors, hereby certify that the information submitted in this ~~application~~petition for a charter renewal ~~for~~of the Orange County Educational Arts Academy (“OCEAA” or “the Charter School”), ~~and~~ to be located within the boundaries of the Santa Ana Unified School District (“SAUSD” or the “District”) is true to the best of our knowledge and belief; we also certify that this ~~application~~petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded ~~the a~~ charter ~~renewal~~, ~~OCEAA~~the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- ~~Will~~The Charter School will meet all statewide standards and conduct the student assessments required, pursuant to Education Code ~~Section~~Sections 60605 ~~and~~ 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- ~~Will~~The Charter School will be deemed the exclusive public school employer of the employees of the Charter School for ~~the~~ purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- ~~Will be non-sectarian~~The Charter School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- ~~Will~~The Charter School will not charge tuition. [Ref. Education Code Section ~~47605(e)~~47605(d)(1)]
- ~~Will~~The Charter School shall admit all students who wish to attend ~~OCEAA~~the Charter

School, and who submit a timely application, unless ~~OCEAA~~the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random ~~lottery~~ drawing process. ~~Admission~~Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-~~(B)-(C)~~]

- ~~Will~~The Charter School shall not discriminate ~~against any pupil~~ on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- ~~Will~~The Charter School will adhere to all applicable provisions of federal law ~~related relating~~ to students with disabilities, including, but not limited to, the Individuals with Disabilities in Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of ~~1974~~1973, and Title II of the Americans with Disabilities Act of 1990 ~~and the Individuals with Disabilities in Education Improvement Act of 2004.~~
- ~~Will~~The Charter School will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)~~)(C)~~]
- ~~Will~~The Charter School will ensure that teachers in ~~OCEAA~~the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to ~~non-core~~noncore, non-college ~~noncollege~~ preparatory teachers. [Ref. ~~California~~ Education Code Section 47605(1)]
- ~~Will~~The Charter School will at all times maintain all necessary and appropriate insurance coverage.
- ~~Will notify the superintendent of OCEAA district of the pupil's last known address within 30 days, and will, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information if~~ The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the ~~charter school~~Charter School without graduating or completing ~~OCEAA~~the school year for any reason, the ~~charter school~~Charter School shall notify the superintendent of the school district of the pupil's last known address within 30

days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.  
[Ref. ~~California~~ Education Code Section 47605(d)(3)]

- ~~• Will follow any and all other federal, state, and local laws and regulations that apply to the Charter School including but not limited to:~~
  - ~~➤ The Orange County Educational Arts Academy shall comply with the Brown Act.~~
  - ~~➤ The Orange County Educational Arts Academy shall offer at a minimum, the same number of minutes of instruction set forth in subdivision (a) of Education Code Section 47612.5 for the appropriate grade levels; and shall operate for at least the minimum required instructional days.~~
- ➤ ~~The Orange County Educational Arts Academy~~ The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
- ➤ ~~The Orange County Educational Arts Academy~~ Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- ➤ ~~The Orange County Educational Arts Academy~~ shall comply with applicable Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- ➤ ~~The Orange County Educational Arts Academy~~ Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- ➤ ~~The Orange County Educational Arts Academy~~ Charter School shall comply with all applicable portions of the ~~No Child Left Behind Act~~ Elementary and Secondary Education Act ("ESEA").
  - ~~➤ The Orange County Educational Arts Academy shall comply with the Political Reform Act.~~
- ➤ ~~The Orange County Educational Arts Academy~~ The Charter School shall comply with the Public Records Act.
- ➤ ~~The Orange County Educational Arts Academy~~ Charter School shall comply with the Family Educational Rights and Privacy Act.

## **I.—INTRODUCTION/OUR STORY**

- The Charter School shall comply with the Ralph M. Brown Act.

- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

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Board President Signature

Date

# ELEMENT 1

~~This Renewal Petition presented to the Santa Ana Unified School District (SAUSD) represents the belief that charter schools provide an opportunity for students to develop talents that may not be accessed in a traditional school setting. Charter schools, in an effort to continue the improvement of the public educational system, provide creative and individualized educational programs that address the unique needs of the students they serve.~~

~~California Education Code 47601 provides opportunities for educators, parents, learners and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:~~

- ~~• Improve pupil learning~~
- ~~• Increase learning opportunities for all learners, with special emphasis on expanded learning experiences for learners who are identified as academically low achieving.~~
- ~~• Encourage the use of different and innovative teaching methods.~~
- ~~• Create new professional opportunities for educators, including the opportunity to be responsible for the learning program at the school site.~~
- ~~• Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.~~
- ~~• Hold schools established under the Charter Schools Act of 1992 accountable for meeting measurable learner outcomes, and provide schools with a method to change from rule-based to performance-based accountability systems.~~
- ~~• Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.~~

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California Education Code 47601

~~The Orange County Educational Arts Academy (OCEAA) was founded in 2005 as a grass-root endeavor undertaken by parents, committed educators, and community members who envisioned an instructional program that is committed to student academic achievement through the development of the arts, technology, language, and culture.~~

## ORANGE COUNTY EDUCATIONAL ARTS ACADEMY ACCOMPLISHMENTS

Over the past five years, OCEAA has experienced change in leadership, staff and student population. We have spent the last year and a half refining our educational program to better meet the needs of the students we serve. We have analyzed what is working for our students and modified what was not working. There have been challenges, as with all new schools. OCEAA has chosen to see those challenges as opportunities for growth and our community has learned to be resilient and problem solve each new opportunity. We are confident that over the next five years our educational program will continue to demonstrate gains and provide our students with a 21<sup>st</sup> Century education through the arts, technology, language and culture.

We would like to highlight our accomplishments over the last five years and the amazing partnerships we have formed to support our students' unique educational experience at OCEAA.

### **Ongoing Partnerships with:**

- ❖ Arts Advantage
- ❖ The California Arts Project (see Exhibit A for letter of support)
- ❖ Orange County Performing Arts Center (see Exhibit A for letter of support)
- ❖ Orange County Museum of Art (see Exhibit A for letter of support)
- ❖ Orange County High School of the Arts (see Exhibit A for letter of support)
- ❖ South Coast Repertory
- ❖ Ocean Institute
- ❖ Discovery Science Center
- ❖ Bower's Museum
- ❖ Cerritos Center for the Performing Arts
- ❖ House of Blues, Anaheim
- ❖ Broadway on Tour
- ❖ The Wooden Floor (formerly known as Saint Joseph's Ballet)
- ❖ Barnes & Noble Arts Yearly Fundraiser
- ❖ Orange County Department of Education's Outdoor Science School

- ~~❖—Apple Valley Collaboration~~
- ~~❖—Tanaka Farms Community Supported Agriculture Project~~
- ~~❖—Canned Food Drives—Second Harvest Food Bank~~
- ~~❖—Giving Trees—Western Youth Services~~
- ~~❖—Brownies~~
- ~~❖—Girl Scouts~~
- ~~❖—TEAMS AmeriCorps~~
- ~~❖—Friday Night Live~~
- ~~❖—GIRLS, Inc.~~
- ~~❖—Santa Ana College~~
- ~~❖—University of California, Irvine Credential Program (see Exhibit A for letter of support)~~
- ~~❖—The California Reading and Literature Project~~
- ~~❖—East Los Angeles Theatre~~
- ~~❖—Orange County Music and Arts Administrators~~
- ~~❖—Los Angeles Times~~
- ~~❖—Lesley University~~

~~2005-06~~

- ~~❖—Opened with Kindergarten through 8<sup>th</sup> grade in August, 2005~~
- ~~❖—475 students~~
- ~~❖—Wait list of 70 students~~
- ~~❖—Nutrition Services Department opens with home-cooked meals for lunch~~
- ~~❖—Produced all reports by hand~~
- ~~❖—All teachers received laptops to facilitate curriculum building and collaboration~~
- ~~❖—First computer cart purchased to allow for student technology access within our building~~



confines

- ❖—Staff trained in Monart, a visual arts methodology
- ❖—Development of Families Supporting OCEAA (FSO parent organization)
- ❖—After School Arts Enrichment Activities initiated
- ❖—Lowe's Grant to support outdoor science activities
- ❖—First Annual Talent Show, Family Dinner, and Silent Auction
- ❖—4 students accepted to Orange County High School of the Arts (OCHSA)
- ❖—3 students accepted to Middle College

#### ~~2006-07~~

- ❖—Earth Day Tree Planting at Santiago Creek
- ❖—Chef Sean, the school chef, catered the Santa Ana Health Expo
- ❖—PowerSchool Student Information System squired
- ❖—Attendance on line
- ❖—Reports to district, county, state via PowerSchool
- ❖—Electronic Middle School Report Cards
- ❖—Wait list of 113 students
- ❖—Staff trained in Schools Attuned (All Kinds of Minds)
- ❖—Staff attended California Charter School Association (CCSA) Conference
- ❖—Student Leadership Team began
- ❖—ASES Grant awarded
- ❖—FSO raised funds to purchase playground equipment
- ❖—Staff, Students and Parents Participated in Santa Ana's Black History Parade
- ❖—Second Annual Talent Show, Family Dinner, and Silent Auction
- ❖—First Annual Fall Festival

~~❖—Students participated in Young Author's Faire~~

~~❖—9 students accepted to OCHSA~~

~~❖—2 students accepted to Middle College~~

## **2007-08**

~~❖—4 teachers are certified as Thinking Maps trainers~~

~~❖—The entire staff becomes certified in teaching Thinking Maps~~

~~❖—8 Week Artist Residency—Orange County Performing Arts Center (OCPAC)~~

~~❖—10,000 books donated from Tarbut V'Torah Community Day School for our library~~

~~❖—Hosted Imagination Celebration~~

~~❖—Students participated in Young Authors' Faire~~

~~❖—Readers' & Writers' Summer Camp~~

~~❖—Barnes & Noble Fundraiser—over \$1,000 raised to support arts education~~

~~❖—California Association for Bilingual Education (CABE) 2-Way Student Performance in Newport Beach~~

~~❖—Staff, Students and Parents Participated in Santa Ana's Black History Parade~~

~~❖—*Por el amor del los libros*: A Day of Celebration at Librería Martínez~~

~~❖—First Annual Mexican Independence Celebration with Mexican Consul~~

~~❖—Staff, Students and Parents Participated in Santa Ana Community Event—*Noche de altares*~~

~~❖—Wellness Program adopted by OCEAA Board~~

~~❖—Family Cooking Day hosted by Chef Sean~~

~~❖—Chef Sean catered the Santa Ana Health Expo~~

~~❖—Principal Linda Hardman-Greene presented at the California Association for Bilingual Education's 2-Way Conference, Newport Beach~~

~~❖—Full-time Technology Coordinator hired~~

~~❖—2<sup>nd</sup> computer cart purchased to allow for greater student access to technology within classrooms~~

- ❖—Wait list of 158 students
- ❖—Middle School Parent Portal opened to allow parents access to student grades, assignments and attendance
- ❖—First Annual Jog-a-thon K-8
- ❖—Received two-year Charter extension from SAUSD
- ❖—Staff attended CAFE, San Jose
- ❖—Staff attended California Charter School Association (CCSA) Conference, Sacramento
- ❖—Student Safety Monitor program initiated
- ❖—Second Annual Fall Festival
- ❖—First Annual International Festival
- ❖—Third Annual Talent Show, Family Dinner, and Silent Auction
- ❖—The following teachers received AmeriCorps grants: Krista Abramson, Natalia Martínez, Jacquie Reyes, Gisela Valencia, and Julie Woo
- ❖—Family Literacy Night
- ❖—9 students accepted to OCHSA
- ❖—1 student accepted to Middle College

#### **2008-09**

- ❖—All teachers trained in RESULTS Reading Assessments
- ❖—Two Reading Assessments given school-wide
- ❖—4 teachers are certified as Write From the Beginning trainers
- ❖—All teachers trained in Write From the Beginning
- ❖—Two Writing Assessments given school-wide
- ❖—Essential Standards identified K-8 with support from Orange County Department of Education specialists
- ❖—1st Grade Service Learning Project—Books Published and assistance given to Orange County Rescue Mission Shelter.

- ❖ ~~The following teachers received AmeriCorps grants: Natalia Martínez, Krista Ratnaweera, Jacque Reyes, Gisela Valencia, and Julie Woo~~
- ❖ ~~Target Grant—1st Grade teachers—\$700~~
- ❖ ~~Boeing grant awarded thru Arts Advantage—\$20,000~~
- ❖ ~~8-Week Artist Residency—OCPAC~~
- ❖ ~~Krista Ratnaweera and Meg Terán selected to write the California Arts Project (TCAP) Dance and Theatre Curriculum~~
- ❖ ~~Winter Recital~~
- ❖ ~~CABE Student Performance, Long Beach~~
- ❖ ~~Orange County Dance Educator of the Year Award—Krista Ratnaweera~~
- ❖ ~~Orange County Music Educator of the Year Nominee—Tania Hernandez~~
- ❖ ~~Middle School Teacher of the Year Nominee—Tania Hernandez~~
- ❖ ~~Official recognition of first Charter school in Arts Advantage~~
- ❖ ~~Barnes & Noble Fundraiser—over \$700 raised to support arts education~~
- ❖ ~~Second Annual Mexican Independence Celebration with Mexican Consul~~
- ❖ ~~Staff, Students and Parents Participated in Santa Ana’s Mexican Independence Parade~~
- ❖ ~~Staff, Students and Parents Participated in Santa Ana Community Event—*Noche de altares*~~
- ❖ ~~Orange County Environmental Health Division Award of Excellence~~
- ❖ ~~Insight Educational Group Third Party Review~~
- ❖ ~~Strategic Plan for Academic Achievement (SPAA) created and implemented~~
- ❖ ~~Tania Hernandez and Krista Ratnaweera Presented at the CCSA’s Annual Conference with OCPAC, Long Beach~~
- ❖ ~~Staff attended CCSA Conference~~
- ❖ ~~Wait list of 212 students~~
- ❖ ~~Wireless Internet throughout school~~
- ❖ ~~Participated in California Department of Education Best Practices Cohort to be ready for CALPADS reporting~~

- ~~❖ Zoom Data Director project piloted via CCSA~~
- ~~❖ Family Math Night~~
- ~~❖ United States and Mexican Education Parent Education Night~~
- ~~❖ CELDT Parent Education Class~~
- ~~❖ Parenting Classes offered on campus~~
- ~~❖ Second Annual International Festival~~
- ~~❖ Second Annual Jog-a-thon~~
- ~~❖ Third Annual Fall Festival~~
- ~~❖ Fourth Annual Talent Show, Family Dinner, and Silent Auction~~
- ~~❖ 5 students accepted to OCHSA~~
- ~~❖ 2 students accepted to Middle College~~

## **2009-10**

- ~~❖ Data Director implemented school-wide~~
- ~~❖ Essential Standards Pacing Guides created school-wide~~
- ~~❖ Comprehensive Assessment Calendar created
 
  - ~~○ Math Benchmarks (4X/year)~~
  - ~~○ Reading Assessments (4X/year)~~
  - ~~○ Writing Assessments (4X/year with pre and post)~~
  - ~~○ English Language Arts Benchmarks piloted with upper elementary and middle school for school-wide implementation 2010/11~~~~
- ~~❖ 8 Week Artist Residency—OCPAC~~
- ~~❖ Natalia Martinez—awarded 6 grants worth approximately \$2,265~~
- ~~❖ Doraima Gomez—awarded 1 grant worth approximately \$400~~
- ~~❖ Julie Woo—awarded 1 grant worth approximately \$585~~

- ~~❖ Third Annual Hispanic Heritage Celebration with the Mexican Consul~~
- ~~❖ Staff, Students and Parents Participated in Santa Ana Community Event — Noche de altares~~
- ~~❖ Natalia Martinez received the Reading Educators Guild Award and Scholarship~~
- ~~❖ 3<sup>rd</sup> computer cart purchased to increase access to students~~
- ~~❖ TCAP Dance and Theatre Curriculum piloted K-8~~
- ~~❖ Tania Hernandez and Hester Petropoulos selected to write TCAP music curriculum~~
- ~~❖ CST and APRENDA Parent Education Session~~
- ~~❖ Family Math Night~~
- ~~❖ CST Release Questions and Testing Strategies Parent Education Night~~
- ~~❖ \$25,000 Grant awarded for the implementation of the MIND Research Institute~~
- ~~❖ Submitted Race to the Top Memorandum of Understanding to the California Department of Education~~
- ~~❖ Awarded East Los Angeles Theatre Grant~~
- ~~❖ Awarded Inside the Outdoors Project Zero Waste Grant~~
- ~~❖ Awarded Waste Management Grant~~
- ~~❖ Wait list of 255 students~~

The systems that have been put in place at OCEAA over these past five years will lead to further growth and strengthen our educational program.

## ~~II. EDUCATIONAL PHILOSOPHY AND PROGRAM~~

*Governing Law: A description of the educational program of ~~OCEAA~~the school, designed, among other things, to identify those whom ~~OCEAA~~the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling ~~pupils~~students to become self-motivated, competent, and lifelong learners.*—

*A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.*

California Education Code Section 47605(b)(5)(A)(~~h~~)

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### Interpretation of Terms

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the Orange County Educational Arts Academy and/or OCEAA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Orange County Educational Arts Academy corporate entity, and for all purposes related to this Charter and/or the operations of the Orange County Educational Arts Academy both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any time that Orange County Educational Arts Academy states that it will follow the requirements of a particular Section of the Education Code or other law, it means that Orange County Educational Arts Academy will comply with these laws in the same manner and to the same extent as required for California noncharter public schools, except where otherwise specified.

### Mission

The mission of the OCEAA community is to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture.

OCEAA offers students a small-school environment with individualized attention. This is especially beneficial to many of our students who may not otherwise be able to succeed in a

traditional public school. This educational setting promotes self-motivated, competent, life-long learning.

## **Educational Philosophy**

### **Whom OCEAA is attempting to educate**

OCEAA targets students in grades ~~K-8~~TK-8 who have an interest in attending a school with a commitment to academic excellence and a specialization in arts, technology, language and culture. The OCEAA community values the maintenance and acquisition of both primary and secondary language through culturally relevant curriculum that integrates arts and technology. Located in the heart of Santa Ana, OCEAA seeks to cultivate biliterate and bicultural citizens who will contribute positively to their communities. We value the arts and technology as tools for reaching academic achievement goals and preparing all students for higher education.

### **What does it mean to be an educated person in the 21<sup>st</sup> Century?**

OCEAA believes that an educated person in the 21<sup>st</sup> Century is a life-long learner who is able to think critically and problem solve, who seeks to use their strengths to serve their community and reach their personal goals. Core subjects are taught through the lens of 21<sup>st</sup> Century themes including global awareness and civic literacy. In addition, we believe students should be fluent in English, if not proficient in more than one language, and be comfortable with technology as a tool to enhance opportunities. An educated person in the 21<sup>st</sup> Century understands the role of art in society and appreciates art both by others and as a means of personal expression. Through the arts, we believe it is important for students to develop creativity and innovation, critical thinking and problem solving skills. Ultimately, these skills will develop individuals who are flexible, self-directed, socially aware and responsible.

### **~~How does learning best occur~~How Does Learning Best Occur?**

OCEAA believes that learning best occurs when the following objectives are accomplished:

- A relentless focus on student learning, and continuous assessment of student learning to inform planning, instruction, intervention and enrichment by staff and community.
- A negotiated, articulated and refined ~~K-8~~TK-8, standards-based core curriculum that reflects the unique mission of OCEAA.
- Literacy and numeracy skills are taught through meaningful student work products and performance tasks.
- A commitment to a collegial teaching environment characterized by high expectations for personal professional growth as well as high student achievement by school staff.
- An enhanced support network for each child through an after-school homework help program and other intervention programs and a strong and structured ~~Student Success Team (SST)~~Response to Intervention (RTI) process.



- Multiple opportunities for parent involvement are provided that are linguistically appropriate and ~~include parent~~ include parent communication initiatives, parent volunteer programs, parent leadership programs, and parent education programs.
- Education, business, and community partnerships are utilized effectively to support the school's ~~educational goals~~ program goals.

### Program Objectives

OCEAA is a charter school where all stakeholders share a common mission and shared accountability to provide high quality, standards-based instruction that integrates arts, technology, language and culture. OCEAA's objective is to motivate and assist all students in achieving academic success and attaining life-long skills that will prepare them for the 21<sup>st</sup> Century. OCEAA aligns the curriculum in order to ensure success for all students in meeting the requirements of site, state, and federal testing. When making decisions affecting curriculum, materials resources, professional development, programs or policies, OCEAA refers to this common mission.

OCEAA's fundamental aim is to achieve academic excellence (proficient and above) in all core content areas: language arts, science and mathematics, and social studies, through a well-articulated TK-8 standards based curriculum, thus preparing students for a 21<sup>st</sup> Century global society. In order to reach our goal of student achievement, we believe students also need to be well versed in the arts, fluent in the use and language of technology, and have the ability to negotiate their use and understanding of multiple languages and cultures. Through the arts, technology, language and culture, we support our students in achieving academic excellence. Success at OCEAA is defined as academic, social, emotional, physical, artistic, technological and linguistic success, and is measured using multiple means including, but not limited to, standardized tests.

OCEAA follows the School's Policies and Procedures when developing and selecting curriculum, materials and instructional activities. These are selected through a collaborative process that uses research-based best practices to support our academic goals.

### ***PROGRAM GOALS***

~~Since the writing of its original charter, OCEAA has gone through several leadership changes. Under the direction of our current Principal, the school opened its doors to a third party review. The results of this review showed that despite high levels of dedication to the students, staff was not as effectively focused on academic achievement as needed to reach our goals. The school followed up on the recommendations of the review by clarifying program goals and developing a Strategic Plan for Academic Achievement (SPAA) (see Exhibit B for the entire plan). The strategic plan supports the following academic goals for students:~~

## Core Academics

- Students will demonstrate proficient or advanced achievement on the California ~~Standards Tests~~ Assessment of Student Performance and Progress (CSTs) per No Child Left Behind (NCLB) requirements, CAASPP.
- Students will master computational skills and become effective problem solvers.
- Students will read fluently and comprehend a variety of grade-level texts.
- Students will write effectively for various purposes and audiences.
- Students will demonstrate understanding of essential concepts and issues in science and social studies, which are necessary for local, national and global citizenship.
- As a graduation requirement, students will complete an exit project in which they will demonstrate the ability to select a ~~science or social science research topic~~ community issue of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, implement a community service action plan, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in the English-~~Spanish~~ Language Arts Standards with core competencies in historical analysis and scientific thinking outlined in the History/Social Science and Science Standards.

## Arts

The first arts objective is to teach arts education with arts based outcomes so students learn the technique and content academic language of that specific discipline. The second objective is teaching for ancillary outcomes so students transfer skills from the art concepts to non-art tasks. The third objective of the arts at OCEAA is to give students the tools necessary to input, process, and output information learned from other subject areas by integrating the arts.

## Technology

OCEAA's technology objective is for our students to access, process and communicate information through the use of various technological media.

## Language and Culture

Students will demonstrate academic excellence in both English and Spanish and develop multicultural competencies including bilingualism, biliteracy, and a rich understanding of and appreciation for global citizenship.

## Curriculum Statement

The OCEAA mission is realized through the implementation of research-based best practices. The school targets standards-based instruction and assessment with professional development focusing on reading, language acquisition, math, learning differences, the arts and technology. Data from local and standardized assessments, in addition to research-based best practices, drive

instruction. Teachers are continuously trained to implement a balanced instructional model that provides students with direct instruction, practical application and ongoing inquiry-based assessments. These assessments measure student progress as they develop skills and master essential standards.

All students at OCEAA complete a rigorous academic curriculum that focuses on integrating the arts, technology, language, and culture development. Students learn critical thinking skills in an environment where students create, problem solve, and make connections across the content area disciplines and in two languages. Curriculum and instruction is interactive and students engage in learning through a variety of flexible groupings. Students draw, perform and present orally as a means of assessment, as well as participate in interactive class discussions, debates, group presentations, simulations, and experience-based projects to learn content. Integration of computer technology, including the Internet, provides students with immediate access to worldwide resources. Visual and performing arts content are integrated across all core content areas in order to provide instruction in a modality appropriate for the talented OCEAA students. Additional arts experiences are incorporated through the following arts program components: Partnerships with local arts institutions (including but not limited to the Orange County Performing Arts Center), artist-teachers, guest teachers, professional arts partnerships, professional performance/exhibition opportunities and integrated, interrelated arts experiences.

Building on our success with vertically aligning instruction based on “Essential Standards,” (Marzano and Reeves), OCEAA has partnered with WestEd to create a coherent scope and sequence of core unit instruction TK-8 that aligns with the California Common Core State Standards and the principles of Understanding by Design (Wiggins and McTighe).

Vertical articulation of these units will allow us to continue to fine-tune our standards-based instruction so that skills spiral TK-8 and students graduate from OCEAA with the skills and knowledge necessary to be successful in a global society. Pacing guides will be utilized to ensure students are prepared to demonstrate mastery of essential CCSS on the Smarter Balanced Assessments in Math and English Language Arts (see Exhibit “B” for 7<sup>th</sup> and 8<sup>th</sup> grade Math example pacing guides). Regular benchmark assessments will provide teachers with data to drive their instruction and meet each individual student’s needs. This data will be shared at least twice annually with students and parents.

### **Reading Instruction**

OCEAA teachers shall be trained in research-based strategies to effectively teach reading, ensuring that all students master reading at developmental benchmarks in the early grades. In addition, an early intervention process will be provided for students who need extra reading support. The reading program consists of a balanced literacy approach to include intensive phonemic awareness development, phonics instruction, guided reading practice and comprehension development. Students are assessed four times a year in reading to closely monitor their progress in phonics, phonemic awareness, accuracy, fluency and comprehension.

### **Math Instruction**

A systematic math program is designed to allow children to master the essential math standards and provide an early intervention process. The math program focuses on basic mathematical computational skills as well as critical thinking application activities that will prepare students for real life application. OCEAA teachers incorporate benchmark assessments four times a year that facilitate flexible groupings to allow for both extension activities and re-teaching as needed.

### **Language Acquisition**

Research-based language acquisition strategies are implemented to ensure second language acquisition. OCEAA teachers will continue to be trained in Guided Language Acquisition Design (GLAD), RESULTS for English Learners, and the ELA/ELD framework, and will participate in on-going professional development in effective second language acquisition strategies.

### **Middle School**

Sixth through eighth grade students will serve the school community through a strong leadership role. Students in the middle school serve on student council, as safety monitors and participate in peer mentorship opportunities. Middle school students are paired with younger students to serve as positive peer role models. In addition, middle school students work on long-term research-based projects following the “I-Search” model to measure and demonstrate high levels of academic performance. The I-Search project is scaffolded throughout 6th – 8th grades allowing students to build on their prior knowledge. In eighth grade, students complete an I-Search project as part of their exit requirements. The project includes an oral presentation or defense of the student’s research to a group of their peers, adults and teachers. Technology is an integral component of the final I-Search project through the development of PowerPoint/multimedia presentations and the use of web-based research tools.

### **Enrichment**

OCEAA has several community partnerships that allow students to extend learning beyond the four walls of their classroom. Some examples include:

- The Orange County Museum of Art
- The Orange County Performing Arts Center
- The Cerritos Performing Arts Center
- The House of Blues
- The Discovery Science Center
- Outdoor Science School
- The Riley Farm

### **Instructional Program Description**

OCEAA ~~offers~~ believes strongly in the myriad benefits of a Spanish dual emersion program. Previously, families had a choice of two program options: an English Only/Structured English Immersion Program (EO/SEI) and a Two-Way Immersion Program (TWI). Based on analysis of

both quantitative and qualitative data over the course of the last renewal term, OCEAA has decided to slowly and responsibly phase out the EO/SEI program. This process has already begun and next year all students in fourth grade and below will be exclusively in TWI while the choice of the two programs will still be offered to fifth graders and up. For the next four years we will phase out one successive grade level at a time until all students at all grade levels are in a TWI program. Our program is informed by the “Guiding Principles for Dual Language Education,” which is the nationally recognized tool for planning dual language programs; endorsed by the Center for Applied Linguistics (see Exhibit “C”).

## **Two-Way Immersion Program**

OCEAA follows one of the most effective models for second-language acquisition (Collier & Thomas; Lindholm-Leary), which is the 90:10 two-way model. Initially, 90% of the day is Spanish. As students progress through the program, the instructional day balances to 50% English and 50% Spanish by the time students reach 5<sup>th</sup> grade. All students are initially taught literacy in Spanish with English literacy being added on in 3<sup>rd</sup> grade. Academic content is divided equally between the two languages as well.

### ***Two-Way Program Goals:***

- ~~1.— Bilingualism and Biliteracy~~
- ~~2.— Academic Excellence in Spanish and English~~
- ~~3.— Positive Cross-Cultural Competencies~~

## **English Only/Structured English Program**

Students in the EO/SEI program receive all of their instruction in English. Teachers use research-based instructional strategies for their English learners to facilitate language acquisition. These include visuals, multi-sensory activities and incorporating students’ prior knowledge in their primary language.

### ***English Program Goals:***

- ~~1.— Academic Excellence in English~~
- ~~2.— Positive Cross-Cultural Competencies~~

### ***Arts Goals***

~~The first arts goal is to teach arts education with arts based outcomes so students learn the technique and content academic language of that specific discipline, as outlined by the California State Standards. The second arts goal is teaching for ancillary outcomes so students~~

~~transfer skills from the art concepts to non art tasks. The third goal of the arts at OCEAA is to give students the tools necessary to input, process, and output information learned from other subject areas by integrating the arts.~~

~~The arts goals will be measured using a variety of assessments, such as:~~

- ~~•holistic rubrics~~
- ~~•analytical rubrics~~
- ~~•performance tasks~~
- ~~•criterion checklists~~
- ~~•fill in the blank responses~~
- ~~•written responses~~
- ~~•multiple choice responses~~

~~Students should earn 85% or higher on the assessments mentioned above to be considered proficient in that art discipline. The method of assessment OCEAA uses to determine if students met an objective is written in red below.~~

**Table 2.1 Arts Goals by discipline:**

Arts Program Area	Artistic Perception Component	Creative Expression Component	Historical and Cultural Context Component	Aesthetic Valuing Component
Dance	<p>-Students learn how to control their bodies while dancing</p> <p>-Students use their bodies to respond to literature, an emotion, and/or movement problem</p>	<p>-Students learn how to express themselves through movement</p> <p>-Students learn how to dance to inform, or entertain an audience</p> <p>-Students create dance sequences emphasizing the elements of dance</p> <p>-Students perform dances</p> <p><i>holistic rubric,</i></p>	<p>-Students learn and perform dances from around the world</p> <p>-Students understand the historical and cultural significance of these dances</p>	<p>-Students are able to analyze their own dances and dances done by others using dance vocabulary</p> <p>-Students are able to derive the meaning of a dance by watching it</p>

	<i>checklist, performance rubric</i>	<i>analytical rubric, criterion checklist</i>	<i>fill-in-the-blank, multiple choice, analytical rubric</i>	<i>analytical rubric, written response</i>
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<b>Arts Program Area</b>	<b>Artistic Perception Component</b>	<b>Creative Expression Component</b>	<b>Historical and Cultural Context Component</b>	<b>Aesthetic Valuing Component</b>
Drama	<p>-Students observe the environment and respond, using movement and voice</p> <p>-Students observe informal productions, theatrical productions, films, and electronic media and respond to them, using the vocabulary and language of the theater</p> <p><i>short answer, written response, criterion checklist,</i></p>	<p>-Students develop knowledge and skills in acting and directing through their own experience and imagination as well as through their research of literature and history</p> <p>-Students explore the elements and technology of theatrical production through varied media</p> <p>-Students write scripts based on experience, heritage, imagination, literature, and history</p> <p><i>holistic rubric, performance task, analytical rubric, criterion checklist, written response</i></p>	<p>-Students research relationships between theatre, history, and culture</p> <p>-Students investigate major themes and historical periods and styles of theatre in different cultures</p> <p><i>fill-in-the-blank, analytical rubric, short answer,</i></p>	<p>-Students develop and use criteria for judging and evaluating informal productions, formal productions, films, and electronic media</p> <p><i>holistic rubric, analytical rubric, criterion checklist</i></p>

			<i>performance task</i>	
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Arts Program Area	Artistic Perception Component	Creative Expression Component	Historical and Cultural Context Component	Aesthetic Valuing Component
Music	<ul style="list-style-type: none"> <li>-Students listen to and analyze music critically, using the vocabulary and language of music</li> <li>-Students read and notate music</li> </ul> <p><i>holistic rubric, fill in-the-blank, multiple choice, analytical rubric, criterion checklist, written response, performance task</i></p>	<ul style="list-style-type: none"> <li>-Students sing or perform on instruments a varied repertoire of music</li> <li>-Students improvise melodies, variations and accompaniments</li> <li>-Students sing or perform on instruments a varied repertoire of music</li> </ul>	<ul style="list-style-type: none"> <li>-Students develop knowledge and skills necessary to understand and perform music from all parts of the world</li> <li>-Students develop knowledge and understanding of the relationships of music to history and culture</li> </ul>	<ul style="list-style-type: none"> <li>-Students apply knowledge, skills, and understandings to make critical judgment about and determine the quality of music experiences and performances</li> </ul>

Arts Program Area	Artistic Perception Component	Creative Expression Component	Historical and Cultural Context Component	Aesthetic Valuing Component
Visual Arts	<ul style="list-style-type: none"> <li>-Students use their senses to perceive works of art, objects in nature, events, and the environment</li> <li>-Students identify visual structures and functions of art, using the language of the visual arts</li> <li>-Students develop knowledge of and artistic skills in a</li> </ul>	<ul style="list-style-type: none"> <li>-Students develop skills in the visual arts and appreciation for using the visual arts in lifelong learning</li> </ul>	<ul style="list-style-type: none"> <li>-Students explore the role of the visual arts in culture and human history</li> <li>-Students investigate major themes in historical and contemporary periods and styles of the visual arts throughout the world</li> </ul>	<ul style="list-style-type: none"> <li>-Students derive meaning from artworks through analysis, interpretation, and judgment</li> </ul>



	<p>variety of visual arts media and technical processes</p> <p>Students create original artworks based on personal experiences or responses</p> <p><i>analytical rubric, criterion checklist, written response, performance task</i></p>			
		<p><i>analytical rubric, written response, performance task,</i></p>	<p><i>fill-in-the-blank, multiple choice, written response, performance task</i></p>	<p><i>criterion checklist, written response, performance task</i></p>

***Technology Goal***

~~OCEAA's technology goal is for our students to access, process and communicate information through the use of various technological media as measured by mastery of Essential California Content Standards (Table 2.2).~~

~~The technology goals will be measured using a variety of assessments, such as:~~

- ~~•holistic rubrics~~ ————— ~~•analytical rubrics~~
- ~~•performance tasks~~ ————— ~~•criterion checklists~~

~~Students should earn 85% or higher to be considered proficient.~~

**Table 2.2 Technology Goals:**

<b><i>Technology Standards</i></b>	<b><i>Goals</i></b>
Basic operations and concepts	Students demonstrate a sound understanding of the nature and operation of technology systems.

	Students are proficient in the use of technology.
Social, ethical, and human issues	Students understand the ethical, cultural, and societal issues related to technology.
	Students practice responsible use of technology systems, information, and software.
	Students develop positive attitudes toward technology uses that support lifelong learning, collaboration, personal pursuits, and productivity.
Technology productivity tools	Students use technology tools to enhance learning, increase productivity, and promote creativity.
	Students use productivity tools to collaborate in constructing technology-enhanced models, prepare publications, and produce other creative works.
Technology communications tools	Students use telecommunications to collaborate, publish, and interact with peers, experts, and other audiences.
	Students use a variety of media and formats to communicate information and ideas effectively to multiple audiences.
Technology research tools	Students use technology to locate, evaluate, and collect information from a variety of sources.
	Students use technology tools to process data and report results.
	Students evaluate and select new information resources and technological innovations based on the appropriateness for specific tasks.
Technology problem-solving and decision-making tools	Students use technology resources for solving problems and making informed decisions.
	Students employ technology in the development of strategies for solving problems in the real world.

Based on National Educational Technology Standards for Students

**Language and Cultural Goal:**

Students in the English-only program will demonstrate academic proficiency in English (with exposure to

~~Spanish) as measured by their performance on California Content Standards and develop multi-cultural competencies as measured by an in-house cross-cultural assessment.~~

~~Students in the two-way bilingual immersion program will demonstrate academic excellence in both English and Spanish as measured by their performance in both English and Spanish on California Content Standards and develop multi-cultural competencies as measured by an in-house cross-cultural assessment. This includes bilingualism and biliteracy. Table 2.3 details the goals using the National Dual Language Guiding Principles. OCEAA will work towards scoring Full Implementation on the Guiding Principles Rubric.~~

~~The language and culture goals will be measured using a variety of assessments, such as:~~

- ~~•standardized testing~~ ~~•teacher-created assessments~~
- ~~•benchmark assessments~~ ~~•running records~~
- ~~•holistic rubrics~~ ~~•analytical rubrics~~
- ~~•performance tasks~~ ~~•criterion checklists~~
- ~~•fill in the blank responses~~ ~~•written responses~~
- ~~•multiple choice responses~~ ~~•questionnaires/surveys~~

~~For assessments administered to students, the expectation is that they should earn 85% or higher to be considered proficient.~~

**Table 2.3 Language and Cultural Goals:**

<i>Guiding Principles</i>	<i>Goals</i>
Assessment and Accountability	The program creates and maintains an infrastructure that supports an accountability process.
	Student assessment is aligned with state content and language standards as well as program goals, and is used for evaluation of the program and instruction.
	The program collects a variety of data using multiple measures that are used for program accountability and evaluation.
	The data are analyzed and interpreted in methodologically

	<p>appropriate ways for program accountability and improvement.</p> <p>Student progress toward NCLB achievement objectives and program goals is systematically measured and reported.</p> <p>The program communicates with appropriate stakeholders about program outcomes.</p>
Curriculum	<p>The curriculum is standards-based and promotes the development of bilingual, biliterate, and multicultural competencies for all students.</p> <p>The program has a process of developing and revising a high-quality curriculum.</p> <p>The curriculum is fully articulated for all students.</p>
Instruction	<p>Instructional methods are derived from research-based principles of dual language education and the development of bilingualism and biliteracy in children.</p> <p>Instructional strategies enhance the development of bilingualism, biliteracy, and academic achievement.</p> <p>Instruction is student-centered.</p> <p>Teachers create a multilingual and multicultural learning environment.</p>
Staff Quality and Professional Development	<p>The program recruits and retains high quality dual language staff.</p> <p>The program has a quality professional development plan.</p> <p>The program provides adequate resource support for professional development.</p> <p>The program collaborates with other groups and institutions to ensure staff quality.</p>
Program Structure	<p>All aspects of the program work together to achieve the TWI-specific goals of additive bilingualism, biliteracy and cross-cultural competence, in addition to the general education goal of grade-level expectations.</p>

	<del>The program ensures equity for all groups.</del>
	<del>The program has strong, effective, and knowledgeable leadership.</del>
	<del>The program has used a well-defined, inclusive, and defensible process to select and refine a model design.</del>
	<del>An effective process exists for continuous program planning, implementation and evaluation.</del>
<del>Family and Community</del>	<del>The program has a responsive infrastructure for positive, active, and ongoing relations with students' families and the community.</del>
	<del>The program has parent education and supportive services reflective of the bilingual and multicultural goals of the program.</del>
	<del>The program views and involves parents and community members as strategic partners.</del>
<del>Support and Resources</del>	<del>The program is supported by all program and school staff.</del>
	<del>The program is supported by families and the community.</del>
	<del>The program is adequately funded.</del>
	<del>The program advocates for support.</del>
	<del>Resources are distributed equitably within the program, school, and district.</del>

*National Guiding Principles for Dual Language Education, OELA, 2005*

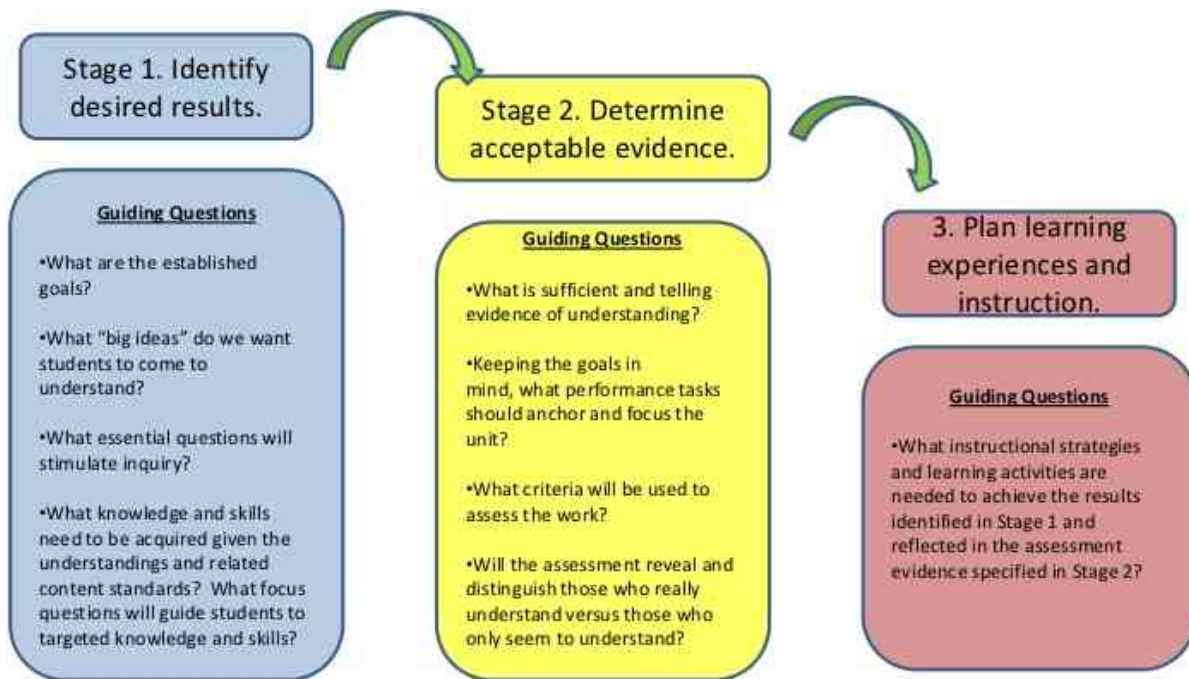
**RIGOROUS STANDARDS-BASED CURRICULUM**

**Rigorous Standards-Based Curriculum**

OCEAA strives to prepare students for success in a college-preparatory high school program. All core content instruction and materials are aligned with the state content standards; state-adopted textbooks have been a primary resource for core curriculum development. To enhance the structure and rigor of the school's curriculum, the staff ~~is presently being trained in using~~

~~a research-based model of unit design (i.e. underwent training in the~~ Understanding by Design) (“UbD”) model and implements this with fidelity. The following graphic shows the stages of this model:

## UbD: Stages of Backward Design



Professional development ~~is currently focused on increasing rigor and instructional effectiveness. Professional development on this strategy as well as others~~ occurs weekly and staff receive ongoing support by instructional coaches ~~(see Exhibit “D” for the 2015-16 draft Professional Development Plan)~~. In addition, ~~this year staff received fourteen receive multiple~~ full-day professional development sessions as well as release days throughout the year to ensure that a rigorous standards-based curriculum is provided to students. The use of essential questions and performance assessments in the unit design model will assist teachers in designing intellectually challenging, standards-based learning experiences for all students.

In order to meet the needs of our English Learners, English Language Development is taught on a daily basis. Specially Designed Academic Instruction in English (SDAIE) and Guided Language Acquisition Design (GLAD) strategies are used to ensure access to both language and content goals. Students are assessed continuously for language skills in order to assist in flexible grouping. ~~This spring staff will be~~ Staff has also been trained by the California Reading and Literacy Program (CRLP) ~~in using an English Language Development assessment that can be administered by teachers~~ Project (CRLP) in structured language practice, multiple measures

of reading assessment, and oral language assessment to assist them in further supporting their English Learners. English Learners in the Two-Way Immersion program have ongoing opportunities to practice speaking English with native English speakers who serve as language “experts” throughout the school day.

~~In the~~The arts, including music, drama, visual arts, and dance, are significant parts of student life at OCEAA. Students are encouraged to nourish their interest and talent through exposure to a broad array of learning experiences both during and after school. A comprehensive, standards-based format is followed, emphasizing artistic perception, creative expression, cultural heritage, and aesthetic valuing. This comprehensive program is composed of three modes of instruction: a) instruction connecting the arts and other core subjects; b) ~~instruction~~-linking the arts disciplines; and c) subject-centered arts instruction in dance, music, theater, and visual arts. In addition, the arts curriculum is supported by partnerships with local community artistic organizations, artist-in residence teachers, guest teachers, professional arts partnerships, college/university partnerships, professional performance/exhibition opportunities and an integrated-interrelated arts experience. In this term, OCEAA seeks to continue to improve its arts integrated program by aligning instruction to both the Common Core State Standards and the National Core Arts Standards, which have been provided below (see Exhibit “E” for more information).

National Core Arts Standards Artistic Processes and Anchor Standards			
Artistic Processes			
<b>Creating</b> Definition: Conceiving and developing new artistic ideas and work.	<b>Performing/Presenting/Producing</b> Definitions: <b>Performing:</b> Realizing artistic ideas and work through interpretation and presentation. <b>Presenting:</b> Interpreting and sharing artistic work. <b>Producing:</b> Realizing and presenting artistic ideas and work.	<b>Responding</b> Definition: Understanding and evaluating how the arts convey meaning.	<b>Connecting</b> Definition: Relating artistic ideas and work with personal meaning and external context.
Anchor Standards			
Students will:  1. Generate and conceptualize artistic ideas and work.  2. Organize and develop artistic ideas and work.  3. Refine and complete artistic work.	Students will:  4. Select, analyze, and interpret artistic work for presentation.  5. Develop and refine artistic techniques and work for presentation.  6. Convey meaning through the presentation of artistic work.	Students will:  7. Perceive and analyze artistic work.  8. Interpret intent and meaning in artistic work.  9. Apply criteria to evaluate artistic work.	Students will:  10. Synthesize and relate knowledge and personal experiences to make art.  11. Relate artistic ideas and works with societal, cultural and historical context to deepen understanding.

In technology, we strive to create an environment where the innovative use of technology enhances learning and improves student achievement for all students, including those with physical or learning disabilities. Our goal is to empower all instructional staff to enhance classroom instruction by integrating technology into their lesson plans in alignment with ~~California Content Standards~~ [CCSS](#) and the ~~National Educational~~ [International Society for Technology in Education](#) Standards for Students—[as articulated below](#):

<b><u>ISTE Standards for Students</u></b>	
<b><u>1. Creativity and innovation</u></b>  <u>Students demonstrate creative</u>	<u>a. Apply existing knowledge to generate new ideas, products, or processes</u>  <u>b. Create original works as a means of personal</u>



<p><u>thinking, construct knowledge, and develop innovative products and processes using technology.</u></p>	<p><u>or group expression</u></p> <p><u>c. Use models and simulations to explore complex systems and issues</u></p> <p><u>d. Identify trends and forecast possibilities</u></p>
<p><b><u>2. Communication and collaboration</u></b></p> <p><u>Students use digital media and environments to communicate and work collaboratively, including at a distance, to support individual learning and contribute to the learning of others.</u></p>	<p><u>a. Interact, collaborate, and publish with peers, experts, or others employing a variety of digital environments and media</u></p> <p><u>b. Communicate information and ideas effectively to multiple audiences using a variety of media and formats</u></p> <p><u>c. Develop cultural understanding and global awareness by engaging with learners of other cultures</u></p> <p><u>d. Contribute to project teams to produce original works or solve problems</u></p>
<p><b><u>3. Research and information fluency</u></b></p> <p><u>Students apply digital tools to gather, evaluate, and use information.</u></p>	<p><u>a. Plan strategies to guide inquiry</u></p> <p><u>b. Locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media</u></p> <p><u>c. Evaluate and select information sources and digital tools based on the appropriateness to specific tasks</u></p> <p><u>d. Process data and report results</u></p>
<p><b><u>4. Critical thinking, problem solving, and decision making</u></b></p> <p><u>Students use critical thinking skills to plan and conduct research, manage projects, solve problems, and make informed decisions using appropriate digital tools and resources.</u></p>	<p><u>a. Identify and define authentic problems and significant questions for investigation</u></p> <p><u>b. Plan and manage activities to develop a solution or complete a project</u></p> <p><u>c. Collect and analyze data to identify solutions and/or make informed decisions</u></p> <p><u>d. Use multiple processes and diverse perspectives to explore alternative solutions</u></p>
<p><b><u>5. Digital citizenship</u></b></p> <p><u>Students understand human, cultural, and societal issues related</u></p>	<p><u>a. Advocate and practice safe, legal, and responsible use of information and technology</u></p> <p><u>b. Exhibit a positive attitude toward using technology that supports collaboration,</u></p>

<u>to technology and practice legal and ethical behavior.</u>	<u>learning, and productivity</u> <u>c. Demonstrate personal responsibility for lifelong learning</u> <u>d. Exhibit leadership for digital citizenship</u>
<p><b><u>6. Technology operations and concepts</u></b></p> <p><u>Students demonstrate a sound understanding of technology concepts, systems, and operations.</u></p>	<p><u>a. Understand and use technology systems</u></p> <p><u>b. Select and use applications effectively and productively</u></p> <p><u>c. Troubleshoot systems and applications</u></p> <p><u>d. Transfer current knowledge to learning of new technologies</u></p>

??????????

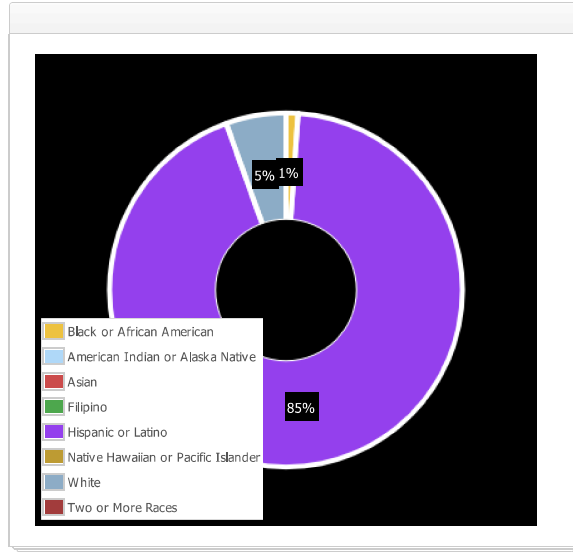
We have purchased learning software and publishing programs for the various grade levels, as well as rights to use an online professional development tutorial that will allow instructors and staff members to build new technology skills according to their individual needs. In addition, we have ~~three~~ mobile computer carts with ~~over 75 laptops~~ chrome books and iPads accessible to all ~~K-8~~ TK-8 students. By learning to effectively integrate technology into day-to-day classroom activities, instructors improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy. ~~In February, first through sixth grade teachers~~ Teachers will receive ongoing professional development in ~~a computer program to support mathematics instruction that incorporates visualization and spatial processes to help conceptual development~~ the ITSE standards and supportive technology and computer programs.

**Students to be Served**  
**STUDENTS TO BE SERVED**

OCEAA educates up to 600 students from Orange and the surrounding counties in grades Transitional-Kindergarten through Eighth. Currently, these students come from diverse backgrounds that include a wide variety of socio-economic status, race and ethnicities, language, and disabilities. ~~Table 2.4 shows the total enrollment by program, language status and Title I status.~~ (see tables below taken from the latest SARC and CDE DataQuest).

~~Table 2.4 Total Student Enrollment~~ by Student Group (School Year 2013-14)

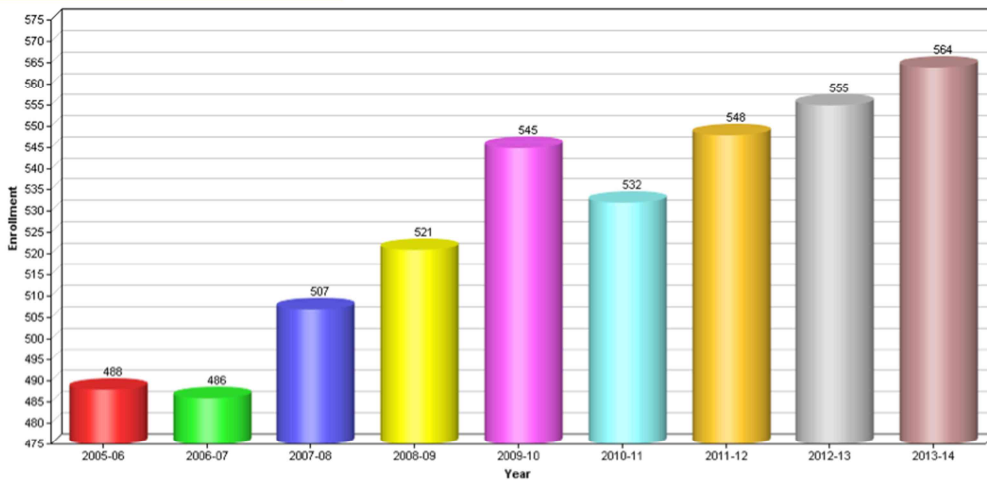
Group	Percent of Total Enrollment
Black or African American	1.2
American Indian or Alaska Native	0.2
Asian	0.7
Filipino	0.0
Hispanic or Latino	85.6
Native Hawaiian or Pacific Islander	0.0
White	5.0
Two or More Races	0.0
Socioeconomically Disadvantaged	77.8
English Learners	44.1
Students with Disabilities	6.7



**Student Enrollment by Grade Level (School Year 2013-14)**

Grade Level	Number of Students
Kindergarten	79
Grade 1	60
Grade 2	57
Grade 3	56
Grade 4	62
Grade 5	61
Grade 6	61
Grade 7	54
Grade 8	74
Total Enrollment	564

**Student Enrollment Trend Data**



Charter School Goals and Actions to Achieve the Eight State Priorities

Grade	Total Students	Total-TWI	Total English	ELs	Title-I
K	60	40	20	32	44
1 <sup>st</sup>	60	40	20	28	44
2 <sup>nd</sup>	55	35	20	18	36
3 <sup>rd</sup>	50	30	20	25	36
4 <sup>th</sup>	82	36	46	37	56
5 <sup>th</sup>	51	24	30	21	39
6 <sup>th</sup>	49	20	29	20	31
7 <sup>th</sup>	65	10	55	20	50
8 <sup>th</sup>	52	9	43	13	39
Total	524	244	283	214	375

**CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES**

Pursuant to Education Code Section 47605.6(b)(5)(A)(ii), following is a table describing the Charter School’s annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

**Local Control and Accountability Plan (“LCAP”)**

The Charter School will produce a Local Control and Accountability Plan (“LCAP”) using the LCAP template adopted by the State Board of Education. Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to SAUSD as well as the Orange County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. A copy of the initial LCAP submitted in 2014 is attached for reference as Exhibit “F” and will be married with the goals and outcomes included in this chart and the version in Element 2 as part of the LCAP annual update pursuant to the process outlined in Education Code.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into “subpriorities.”

**STATE PRIORITY #1— BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

**SUBPRIORITY A – TEACHERS**

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status</u>

**SUBPRIORITY B – INSTRUCTIONAL MATERIALS**

<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>All instructional materials purchased will be aligned to CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>

**SUBPRIORITY C – FACILITIES**

<b><u>GOAL TO</u></b>	<u>All students and staff will work in a healthy, safe and secure environment that</u>
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<u>ACHIEVE SUBPRIORITY</u>	<u>supports achievement</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for safety hazards</u>
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b> <i><u>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</u></i>	
<b><u>SUBPRIORITY A – CCSS IMPLEMENTATION</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress</u>
<b><u>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>EL students will gain academic content knowledge through the implementation of CCSS aligned instruction and assessment</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data</u>
<b><u>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and literacy in History/Social Studies and Science</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.</u>
<b><u>STATE PRIORITY #3— PARENTAL INVOLVEMENT</u></b> <i><u>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</u></i>	
<b><u>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Maintain parent representation and leadership</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory</u>

	<u>Council (ELAC), and a School Site Council</u>
<b><u>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Promote parent volunteer opportunities through a Parent Volunteer Coordinator</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.</u>
<b><u>SUBPRIORITY C – SURVEYS</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Solicit parent feedback via annual satisfaction surveys</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Annually, OCEAA school administration will conduct school satisfaction assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.</u>
<b><u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u></b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li><i>A. <u>CA Measurement of Academic Progress and Performance statewide assessment</u></i></li> <li><i>B. <u>The Academic Performance Index (API)</u></i></li> <li><i>C. <u>Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</u></i></li> <li><i>D. <u>Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</u></i></li> <li><i>E. <u>EL reclassification rate</u></i></li> <li><i>F. <u>Percentage of pupils who have passed an AP exam with a score of 3 or higher</u></i></li> <li><i>G. <u>Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</u></i></li> </ul>	
<b><u>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students</u>
<b><u>SUBPRIORITY B – API</u></b>	
<b><u>GOAL TO</u></b>	<u>OCEAA, including all student subgroups, will meet the annual API Growth</u>

<u>ACHIEVE SUBPRIORITY</u>	<u>Target, or equivalent, as mandated by the CA State Board of Education</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement</u>
<u>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</u>	
<u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u>	
<u>SUBPRIORITY D – EL PROFICIENCY RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>ELs will become English Proficient within 5 years of entering language instruction educational programs</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments</u>
<u>SUBPRIORITY E – EL RECLASSIFICATION RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA will maintain a 20% reclassification rate annually</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification</u>
<u>SUBPRIORITY F – AP EXAM PASSAGE RATE</u>	
<u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u>	
<u>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</u>	
<u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u>	
<u>STATE PRIORITY #5 – STUDENT ENGAGEMENT</u>	
<i><u>Pupil engagement, as measured by all of the following, as applicable:</u></i>	
<i><u>A. School attendance rates</u></i>	
<i><u>B. Chronic absenteeism rates</u></i>	
<i><u>C. Middle school dropout rates (EC §52052.1(a)(3))</u></i>	
<i><u>D. High school dropout rates</u></i>	
<i><u>E. High school graduation rates</u></i>	
<u>SUBPRIORITY A – STUDENT ATTENDANCE RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA will maintain a 95% ADA rate</u>
<u>ACTIONS TO</u>	<u>OCEAA will provide a safe and engaging learning environment for all its</u>



<u>ACHIEVE GOAL</u>	<u>students and families, including those of the various subgroups enrolled</u>
<u>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Students will not have more than five absences in any school year</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Parents will be informed of chronic absences as specified in school-family handbook</u>
<u>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA students will not dropout.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.</u>
<u>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</u>	
<u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u>	
<u>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</u>	
<u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u>	
<u>STATE PRIORITY #6— SCHOOL CLIMATE</u>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li><i>A. Pupil suspension rates</i></li> <li><i>B. Pupil expulsion rates</i></li> <li><i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></li> </ul>	
<u>SUBPRIORITY A – PUPIL SUSPENSION RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA will maintain an annual suspension rate of less than 5%</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<u>SUBPRIORITY B – PUPIL EXPULSION RATES</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>OCEAA will maintain an annual expulsion rate of less than 1%</u>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<u><b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA students and staff will adhere to the School Emergency Response Plan</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Annually, all school employees will be trained on the elements of the School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.</u>
<u><b>SUBPRIORITY D - SURVEYS</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>Students, parents and teachers will feel a sense of community and safety on campus</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students’ sense of belonging and community.</u>
<u><b>STATE PRIORITY #7— COURSE ACCESS</b></u>	
<u><i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i></u>	
<u><i>“Broad course of study” includes the following, as applicable:</i></u>	
<u><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></u>	
<u><i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA’s Charter</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>All academic content areas will be available to all students, including student subgroups, at all grade levels</u>
<u><b>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</b></u>	
<u><i>From the subject areas described above in #7, as applicable.</i></u>	
<u><b>SUBPRIORITY A - ENGLISH</b></u>	
<u><b>GOAL TO ACHIEVE</b></u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English</u>

<u>SUBPRIORITY</u>	<u>Language Arts/Literacy.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.</u>
<u><b>SUBPRIORITY B - MATHEMATICS</b></u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.</u>
<u><b>SUBPRIORITY C – SOCIAL SCIENCES</b></u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Training in Common Core History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge</u>
<u><b>SUBPRIORITY D – SCIENCE</b></u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Training in Next Generation Science Standards, Common Core Science Literacy Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge</u>
<u><b>SUBPRIORITY E – PHYSICAL EDUCATION</b></u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, will demonstrate physical fitness.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>The playground team will implement an “Active play” recess program TK-8, and develop a standards–based PE scope a sequence for TK-6 that scaffolds physical fitness and development.</u>
<u><b>SUBPRIORITY F – FOREIGN LANGUAGES</b></u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students in the Two-Way Immersion Program, including all student subgroups, will demonstrate grade level skills and content in Spanish.</u>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching</u>
<u><b>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists-in-Residence) that support access to high quality art experiences, and 3) provide support to teachers through demonstrations, modeling, and co-planning</u>
<u><b>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students will demonstrate social and civic responsibility based on the ORCA way: <b>Organization, Respect, Careful, Accepting Responsibility</b></u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)</u>
<u><b>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</b></u> <i>The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism</i>	
<u><b>GOAL TO ACHIEVE SCHOOL PRIORITY</b></u>	<u>Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA’s Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<u><b>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</b></u> <i>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</i>	
<u><b>GOAL TO ACHIEVE SCHOOL PRIORITY</b></u>	<u>OCEAA’s report cards and gradebook practices communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning</u>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>The Instructional Leadership Team will develop a grading policy and make a plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices</u>
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**Plan For Students Who Are Academically Low-Achieving**

~~**PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING**~~

Academically low achieving students are identified using multiple data sources. Multiple measures include, but are not limited to, standardized test scores (STAR, APRENDA, and CELDT), in-house benchmark assessments in reading, writing, and math, and teacher created assessments. Specific benchmarks are established in each core academic area (~~see Exhibit C for Response to Intervention (RtI) Student Identification Criteria~~) in order to facilitate identification of students who need additional support. Other methods of identification include, but are not limited to, teacher referral, incomplete class work or homework, grades on report cards and progress reports, trancies, and lack of parental support in the home. Students are further identified for non-academic factors such as social-emotional difficulties that cause them to perform below expected level.

~~Over the next five years OCEAA will fully implement the RtI model, that OCEAA fully implements the RTI model (see Exhibit “G” for more information), which stresses the importance of prevention and early intervention. OCEAA has aggressively worked this year focuses on Tier I, powerful first-time instruction, to proactively prevent student failure. First, we have a focus on appropriate instructional scaffolding in a rigorous standards-based curriculum is\_ implemented to support success for all students. In addition, teachers use both formal and informal assessments to differentiate instruction based on students’ needs. OCEAA’s assessment plan assessments, discussed in more detail in Element III, provides\_ provide for regular monitoring of students’ mastery of grade level standards. These results are shared with students and parents in September at our Goal Setting Conferences (see Exhibit D for an example of what is shared with parents). An additional conference takes place at the end of the first trimester to document progress and set additional goals\_ parents twice annually during student-led conferences. Additional conferences may take place at for goal setting~~ to close the achievement gap. Another important factor to support prevention of academic gaps is parental support and education. OCEAA offers parent support and education through regular communication and family education sessions. These sessions include, but are not limited to, topics such as how to understand state assessment data, math and literacy education, culturally relevant topics identified by parents, supporting test preparation strategies, and the importance of attendance. Parents have access to students’ grades, assignments, attendance records and academic support resources through OCEAA’s online portal (*PowerSchool*) which helps facilitate continuous communication between the home and school.

Early intervention is key to preventing and closing the achievement gap once students begin to struggle. ~~Currently, students'~~ Student reading progress is monitored on a weekly basis. Some of our early interventions in kinder and first grade include weekly progress monitoring of phonemic awareness, phonics, decoding, and comprehension (*DIBELS*). Other interventions used in kinder through eighth grade include, but are not limited to, auditory, visual, kinesthetic and tactile instructional strategies, tutoring before and after school, ~~extensive professional development for staff on~~ highly effective instructional practices, and intervention groups during OCEAA day. ~~OCEAA is in the process of identifying additional Tier I, II and III level interventions (see Exhibit C) and will continue to refine the list over the next five years. This year we formed an RtI committee and they will engage in professional development to aide the school in preventing students from falling behind. We have already seen a decrease in the number of students in the RtI process this year because of the Tier I interventions implemented and use of data. We also look forward to continuing to collaborate with the SAUSD Special Education staff to further develop effective interventions. Next year our focus will be on Tier II school wide interventions which~~ Tier II school-wide interventions include: computer programs that incorporate visual and spatial processes that enable students to master mathematical concepts (i.e. *MIND Research Institute*), increased intervention opportunities after school to target identified students in reading and math, continued coaching to increase the effectiveness of first round instruction and rigor, continued parent education and involvement, and increased access to community resources. OCEAA has a list of additional Tier I, II, and III level interventions. There is also an RTI committee and that facilitates professional development to aid the school in preventing students from falling behind. Ongoing collaboration with the SAUSD Special Education staff will further develop effective interventions and practices.

Students with identified special needs take advantage of resource classes for assistance with test taking and difficult class assignments, and learning strategies. These students also are given an appropriate testing environment and time to maximize their potential for success.

OCEAA's goal is to promote success for all students and ~~we have noticed an increase in this effort is validated by~~ the number of families interested in OCEAA-. These are families who have ~~attend~~ attended our informational tours ~~with~~ and have students who are not succeeding in traditional ~~schools~~ school settings. They seek a smaller school community, which OCEAA is able to offer.

Students are not excluded for academic underperformance.

### **PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING**

#### **Plan For Students Who Are Academically High-Achieving**

OCEAA meets the needs of students who are academically high achieving in a variety of ways. Teachers plan differentiated lessons to challenge students. Critical thinking skills are embedded in daily art and technology lessons to encourage students to go beyond basic understandings. In addition, students participating in the Two-Way Immersion Program are challenged on a

daily basis by learning in two languages. This creates a GATE-like learning environment, although no official GATE program is offered. The staff ~~is currently engaged in developing units around essential~~ has also developed questions that culminate in multi-dimensional projects and performance tasks which will further challenge high achievers.

### **PLAN FOR ENGLISH LEARNERS**

#### **Plan For English Learners**

OCEAA meets all applicable legal requirements for English Learners (EL) relative to annual notification to parents, student identification, placement, program options, English Language Development (ELD) and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness, and standardized testing requirement. OCEAA implements policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of parents and pupils.

#### **Home Language Survey**

The Home Language Survey (HLS) is administered upon a student's initial enrollment into a California public school. If OCEAA is not a student's first California public school, then OCEAA will attempt to retrieve a copy of the student's HLS from the prior school(s) of attendance. Nonetheless, all students are asked of their primary language with the OCEAA enrollment paperwork to ensure an HLS is completed. All students who indicate that their home language is other than English are CELDT tested within thirty days of initial enrollment<sup>1</sup>.

#### **Annual Assessments**

OCEAA follows all CELDT testing timelines to ensure students receive proper instruction. OCEAA notifies all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. OCEAA complies with the applicable requirements of the No Child Left Behind Act with regards to EL pupils. In addition, informal assessments are performed on a regular basis.

In addition, all students ~~in the two-way bilingual immersion program receive a~~ will be assessed in their primary language ~~assessment upon entering OCEAA~~ to identify students' level of proficiency in their native language. The progress is monitored yearly to ensure adequate growth in the primary language as well. Research supports that the stronger a child's primary language is, the stronger the second language will be. ~~In the 2010/11 school year, all students will be assessed in their primary language upon entering OCEAA and progress will be monitored in two-year intervals.~~

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.



## English Learners and Core Instruction

ELs have daily access to the core curriculum and are taught according to the program, which parents choose:

- English Mainstream/Structured English Immersion ([only as applicable according to the phase out plan mentioned above](#))
- Two-way Immersion (Federally recognized best practice)

Instruction techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with California ELD and Content Standards) in all areas of the curriculum. EL students receive ELD and core content instruction appropriate for their English proficiency and grade levels. All teachers are CLAD/BCLAD certified and NCLB compliant and use SDAIE and GLAD instructional strategies.

In addition, the instructional program for OCEAA is designed to promote language acquisition and proficiency, oral language development, and enriched learning opportunities for all ELs in the following ways:

- Students interact through cooperative learning activities
- Students make oral presentations in all content areas
- Students collaborate for group performance and reports
- Students are provided cultural learning opportunities in technology and the arts
- Students are provided academic tutoring

## Teacher Qualifications and Training

Core classes are taught by highly qualified teachers who hold a CLAD and/or BCLAD and meet the requirements of No Child Left Behind regulations and the California State Board of Education. Students are supported by bilingual assistants, part-time specialists, or trained volunteers per program designs. Teachers of ELs are trained and use appropriate differentiated instruction to reach all levels of English proficiency and in the case of two-way immersion, primary language proficiency. Additional on-site training in GLAD strategies, Thinking Maps, California Reading and Literature Project RESULTS for English Learners, SDAIE and Write from the Beginning have enhanced our literacy instruction for ELs.

Professional development ~~during the 2009/10 school year has~~ specifically ~~focused~~ focuses on meeting the needs of ELs. Research indicates that many students easily reach the intermediate level of second language acquisition and struggle to move on to advanced levels. OCEAA's data mirrors these results and our professional development plan (~~Exhibit B~~) will provide teachers with the necessary instructional strategies and assessment tools to address that gap and move students to higher levels of proficiency in English.



## Reclassification to Fluent English Proficient (FEP) Status

OCEAA has developed ~~criteria (see Exhibit E)~~ to determine fluent English proficiency for ELs consistent with legal requirements regarding standardized testing and other required assessments. In addition, OCEAA monitors to ensure on-going academic success for reclassified students for at least three years from their reclassification date. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including but not limited to all of the following:

- Proficient or advanced score in overall language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test (CELDT),
- Participation of the pupil's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery,
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parent's opportunity to participate, and encouragement of the participation of parents or guardians in OCEAA's reclassification procedure,
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

## Monitoring and Evaluation of Program Effectiveness

~~An area of growth we identified for the 2009/10 school year is the progress of our ELs. Our standardized test score data clearly indicate that changes need to be made to ensure that all second language learners meet expected growth benchmarks. In evaluating the program effectiveness for ELs, OCEAA will continue to use the following methods:~~

- Adherence to OCEAA's academic benchmarks by language proficiency level and years in program to determine adequate yearly progress
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring of student identification and placement
- Monitoring of parental program choice options
- Monitoring of availability of adequate resources
- Increased professional development focused specifically on effective second language acquisition strategies

~~In addition to the aforementioned methods, in the 2008/09 school year OCEAA piloted a student OCEAA has implemented a school-wide data management system to allow for immediate access to students' language status as well as the ability to monitor academic progress by language status. In the 2009/10 school year, OCEAA has proceeded with the school-wide implementation of this data management system (Data Director).~~ This system allows teachers and administrators to monitor the individual progress of our ELs and make adjustments to the instructional program based on the data. Data is analyzed on a regular basis through release days for teachers in conjunction with our assessment plan. Teachers share this data with the students, parents and Board.

A key factor in student progress is parent involvement and understanding of how to work collaboratively with OCEAA to support the child's educational goals. OCEAA has held and continues to offer regular parent education seminars to empower parents with the tools necessary to understand data, second language acquisition, and practical strategies to apply at home.

~~In the 2009/10 school year OCEAA will form its~~ has formed an English Learner Advisor Committee (ELAC) to disseminate information pertinent to parents of ELs, to empower parents to take on advocacy roles in OCEAA and collaborate with other parents, teachers, support staff and the administration to ensure success for our ELs.

~~This year, OCEAA exceeded the state's Annual Measurable Achievement Objectives (AMAO).~~

**Table 2.5**

<b>2009/10</b>	<b>Target Percentage</b>	<b>Achieved</b>	<b>Met</b>
<b>AMAO 1</b>	<b>53.1</b>	<b>55.6</b>	<b>YES</b>
<b>AMAO 2</b>	<b>32.2</b>	<b>38.6</b>	<b>YES</b>

### **Adequate Basic Resources**

OCEAA provides adequate personnel, textbooks, materials, and instructional supplies for the full implementation of all program options.

### **PLAN FOR SPECIAL EDUCATION**

#### **Plan For Special Education/Section 504/ADA**

#### **Overview**

OCEAA adheres to all laws affecting individuals with exceptional needs, including all provisions of the Individuals with Disabilities in Education Improvement Act of 2004 (IDEIA), its

amendments, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). All students are given equal access to OCEAA, regardless of disabilities, and OCEAA does not discriminate against any student based on his or her disabilities. OCEAA does not require the modification of an individualized educational program (IEP) or 504 plan as a condition of acceptance at the Charter School.

OCEAA recognizes the importance of providing education opportunities to all students regardless of physical challenges or special needs. To that end, OCEAA attempts to work in cooperation with the District and all other applicable LEAs, to ensure that the students enrolled in OCEAA are served in accordance with applicable federal and state law. The OCEAA Specialists, which includes the Mild-Moderate Teachers, Speech Pathologist, Psychologist and Counselor, meet weekly to discuss and monitor the progress of our students with IEPs. ~~This year, the~~ The Mild-Moderate Teachers progress monitor using DIBELS and share this information with both parents and general education teachers in order to better track student growth. ~~We recently created a survey for parents with students in our special education program to seek feedback on how we can increase satisfaction with the services we provide (see Exhibit F for survey results). Based on their feedback, we have modified how progress~~ Progress specific to IEP goals is shared with families during reporting periods ~~so it is more specific to IEP goals~~. OCEAA's special education staff also regularly attends the district's special education parent meetings and brings this information back on site to share with other parents who could not attend. We are also planning to hold special education parent meetings on site at OCEAA in order to increase communication and collaboration. We will annually survey the parents to monitor the effectiveness of the services we provide.

## **IDEIA**

### **Section 504/ADA**

We have many families who attend our Informational Tours and with their IEPs in hand. This has increased the numbers of families in our special education program. We see this as a positive sign that parents find OCEAA's smaller school setting an optimal learning environment for students who might not succeed in traditional school settings.

### **Special Education Services**

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this petition shall be construed to waive the Charter School's rights under Education Code Section 47641, including its right to provide assurances that the Charter School will participate as a local educational agency in an alternative special education plan.

C. ~~Currently, OCEAA has been deemed to be a public school of the District for purposes of special education pursuant to Education Code Section 47641(b) and reserves the right to become its own LEA for the purpose of providing special education services to our students in the future. A child with disabilities attending the School receives special education instruction and~~ In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, ~~provided by District personnel either in-house or by contract with a qualified third party in accordance with the IEP or both,~~ in the same manner as a child with disabilities who attends another public school ~~within the District~~ of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

D. Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, OCEAA is required to contribute “an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in” OCEAA.

~~A special education agreement has been developed between the District and the Charter School which spells out in detail the responsibilities for provision of special education services by OCEAA and the manner in which special education funding will flow through the District to the students of OCEAA. The District and OCEAA have entered into a memorandum of understanding (MOU) (attached as Exhibit G). As part of said MOU:~~

~~The Charter School shall ensure that the students of OCEAA will be identified, referred, assessed, and served in compliance with the IDEIA, SELPA, District policy, and in accordance with the MOU.~~

#### ~~Section 504/ADA~~

E. ~~OCEAA is~~ Absent specific agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for ~~its~~ compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the ~~ADA~~ Americans with Disabilities Act (“ADA”) with respect to eligible students. All facilities of OCEAA are accessible for all students with disabilities in accordance with the ADA. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and the Charter School separate from the terms of this Charter

and/or the Charter School may contract with outside service providers at the Charter School's sole expense.

Further, OCEAA has adopted and implements a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan (OCEAA's 504 policy is attached as Exhibit H "H"). OCEAA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity such as learning, is eligible for accommodation by OCEAA and is accommodated.

~~We have many families who attend our Informational Tours and with their IEPs in hand. This has increased the numbers of families in our special education program. We see this as a positive sign that parents find OCEAA's smaller school setting an optimal learning environment for students who might not succeed in traditional school settings.~~

### ~~III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA~~

#### F. Services

a. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services pursuant to the IDEIA, including the allocation of duties between Charter School staff and resources and District staff and resources.

#### b. Division and Coordination of Responsibilities

District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized Education Plan (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to OCEAA students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School’s site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School’s campus.

The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

#### c. Identification and Referral

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures

will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan (“IEP”) and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

d. Assessment

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District’s general practice and procedure and applicable law. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.

e. Individualized Education Plan

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District’s general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

f. Eligibility and Placement

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in OCEAA unless the IEP team determines that OCEAA is an appropriate educational placement, except for such period of time as enrollment at OCEAA constitutes the student’s “stay-put placement.”

g. Educational Services and Programs

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that such services are provided at other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

h. Parent Concerns

The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

i. Complaints

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

j. Due Process Hearings

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a local education agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event OCEAA elects to utilize separate legal counsel, OCEAA shall bear the costs of its separate legal counsel.

The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against



Charter School and/or Charter School Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter. This provision shall not apply to cover the costs of separate legal counsel OCEAA may choose to utilize pursuant to the preceding paragraph.

OCEAA agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of OCEAA and OCEAA personnel, and OCEAA subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

k. SELPA Activities and Meetings

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff and OCEAA staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District’s Assistant Superintendent of Support Services or designee specifically excuses OCEAA personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for OCEAA personnel. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

l. School District of Residence

The District shall be responsible for providing all special education services to all

students of the Charter School regardless of their school district of residence.

m. SELPA Requirements

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

n. Contracted Services

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

G. Funding

a. Retention of Special Education Funds by District

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

b. School Contribution of Equitable Share of Charter School Funding

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support").

At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School and any/all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including Charter School students (including those costs attributable to OCEAA students and students from any/all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the

general fund support upon receipt of the certified P2 data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. In the event payment is not received within five (5) business days following the payment due date for any monies due from the Charter School to the District, the Charter School hereby authorizes the District, after prior written notification, to deduct any such fees from the funds deposited in the account for the Charter School with the **Orange County Department of Education**. Alternatively, the District may elect to offset and deduct any such fees from the District's next succeeding in-lieu property tax apportionments until paid in full, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and OCEAA shall be fully responsible for its actual share of general fund support.

- c. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner, as it is responsible for the cost of serving any other students of the District in accordance with Education Code Section 47646.
- d. OCEAA staff shall conform with all state and federal laws and District procedures related to IEP's, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEP's be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, OCEAA shall provide a hardcopy of the signature page of the IEP to the District's Assistant Superintendent of Support Services.

#### H. OCEAA Election to Become LEA

Should OCEAA ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of **providing special education services**, rather than being deemed a school of the District for such purposes, such a change would constitute a material revision to the Charter, and OCEAA must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which OCEAA would become its own LEA. Additionally, OCEAA must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which OCEAA would become its own LEA. At the time OCEAA provides such final notice,

the notice must include verifiable written assurances that OCEAA will participate in a special education local plan area (SELPA) approved by the State Board of Education in accordance with Education Code Section 47641(a) and that it will provide special education services in accordance with federal and state law, including proof of OCEAA's acceptance as a member of a SELPA for the fiscal year in which OCEAA will become its own LEA, with a request for material revision to the Charter, to be processed in accordance with the requirements of the Charter Schools Act. At any time that OCEAA becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to OCEAA students, regardless of school district of residence of such students, and OCEAA shall be exclusively responsible for the coordination and provision of special education services to OCEAA students and for any and all other obligations of a school or school district relative to services for students with special needs. As a condition of OCEAA becoming its own LEA and having its material revision for that purpose approved, the insurance and indemnification provisions of this Charter shall be revised to assure that the District has no risk of liability relative to OCEAA's compliance with all requirements of state and federal law relative to the provision of special education services and FAPE.

## ELEMENT 2

*Governing Law: The measurable pupil outcomes identified for use by the ~~Charter School~~ charter school. "Pupil outcomes," for ~~purpose~~ purposes of this part, means the extent to which all pupils of ~~OCEAA~~ the school demonstrate that they have attained the skills, knowledge, and ~~attitudes~~ aptitudes specified as goals in ~~OCEAA's~~ the school's educational program. ~~-Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.~~*

*California Education Code Section 47605(b)(5)(B)*

~~OCEAA is a charter school where all stakeholders share a common mission and shared accountability to provide high quality, standards-based instruction that integrates arts, technology, language and culture. OCEAA's goal is to motivate and assist all students in achieving proficiency on state academic standards and attain life-long skills that will prepare them for the 21<sup>st</sup> Century. OCEAA aligns the curriculum in order to ensure success for all students in meeting the requirements of state standardized tests. When making decisions affecting curriculum, materials resources, professional development, programs or policies, OCEAA refers to this common mission.~~

~~OCEAA's fundamental goal is to achieve academic excellence (proficient and above) in all core content areas — language arts, science and mathematics, and social studies — through a well-articulated K-8 standards based curriculum, thus preparing students for a 21<sup>st</sup> Century global society. In order to reach our goal of student achievement, we believe students also need to be well versed in the arts, fluent in the use and language of technology, and have the ability to negotiate their use and understanding of multiple languages and cultures. Through the arts, technology, language and culture, we support our students in achieving academic excellence. Success at OCEAA is defined as academic, social, emotional, physical, artistic, technological and linguistic success, and is measured using multiple means including, but not limited to, standardized tests.~~

~~OCEAA follows the School's Policies and Procedures (see Exhibit I for Curriculum Policy) when developing and selecting curriculum, materials and instructional activities. These are selected through a collaborative process that uses research-based best practices to support our academic goals (see Exhibit I for Curriculum Statement).~~

~~Beginning in the 2008/09 school year, OCEAA sought out a third party review of our school with Insight Education Group, Inc. The goal of the third party review was to identify OCEAA's strengths and areas for~~

improvement in the following five areas: student achievement, ethical leadership, continuous focus on increasing quality, responsible governance, and fiscal accountability. These areas of inquiry are taken from the *Quality Standards for Charter Schools (QSCS)* developed by the California Charter Schools Association (CCSA). Members of Insight Education Group, Inc. gathered information from teachers, students, parents, administrators, and board members. Their methods of inquiry included classroom observations, gathering school documentation, convening teacher, student and parent focus groups, conducting administrator and board member interviews, and conducting an online teacher survey. All questions were developed to draw out data targeted to the five areas of inquiry and the QSCS. Responses to the student achievement findings are discussed below; further discussion of these and other findings can be found in Exhibit J and within subsequent Elements of this petition.

**SCHOOL WIDE MEASURABLE OUTCOMES**

In response to the review’s findings related to student achievement, OCEAA created a Strategic Plan for Academic Achievement (SPAA) (see Exhibit B). The goals of this plan are detailed in Table 3.1 of outcomes and corresponding methods of measurement:

**Table 3.1 Measureable Student Outcomes**

Student

As a public charter school, we recognize and accept a heightened accountability for reaching ambitious standards for student achievement.

The Charter School has clearly defined schoolwide and student outcome goals in compliance with California Education Code sections 47605(b)(5)(B) and 52060(d).

Accomplishments in each of the goals and outcomes directly support our mission to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture. OCEAA aims to meet or exceed targets for all applicable state and federal school performance measures including but not limited to API (when/if reestablished or redefined), AYP, and Title III Accountability (AMAOs).

The Charter School will continue to examine and refine details of student outcomes to reflect any changes to state or local standards and better serve our school mission, students, and community.

<u>Student Outcome</u>	<u>Methods of Measurement</u>	<u>Parties Accountable</u>
<u>Students will demonstrate proficient or advanced achievement on the CSTs.</u>	<u>STAR Data</u>  <u>35% of the students will</u>	<u>Parents, Students,</u> <u>Teachers, Support Staff,</u> <u>Administration and Board</u>

	<p>score Proficient or Advanced on the Math portion of the CST for the 2009-2010 school year</p> <p>40% of the students will score Proficient or Advanced on the ELA portion of the CST for the 2009-2010 school year</p>	
<p>Students in Two-Way Program will demonstrate academic achievement in Spanish.</p>	<p>APRENDA</p> <p>75% of students in the Two-Way program will score at or above the 50<sup>th</sup> percentile on the APRENDA in Reading and Mathematics</p> <p>Students in the TWI program will make a minimum of 5 NCE point gains on the APRENDA Reading and Mathematics Test each year until they reach the 50<sup>th</sup> percentile</p> <p>FLOSEM</p> <p>90% of students who have been enrolled in the Two-Way program will demonstrate proficiency on the FLOSEM by the 8<sup>th</sup> grade</p>	<p>Parents, Students, Teachers, Support Staff, Administration and Board</p>
<p>Students will read fluently and comprehend a variety of grade-level texts.</p>	<p>RESULTS</p> <p>75% of students will make gains each trimester on the RESULTS reading assessments</p>	<p>Parents, Students, Teachers, Support Staff, Administration and Board</p>

	<p>Benchmark Assessments</p> <p>75% of students will make gains each trimester on the ELA benchmarks (6-8 in 2009/10 and 2-8 in 2010/11)</p>	
<p>Students will write effectively for various purposes and audiences.</p>	<p>Benchmark Writing Assessments</p> <p>75% of students will demonstrate grade-level proficiency on the T3 writing assessment</p> <p>STAR Data grade 7</p> <p>75% of students will score proficient or advanced on the 7<sup>th</sup> grade writing assessment</p>	<p>Parents, Students, Teachers, Support Staff, Administration and Board</p>
<p>Students will master computational skills and become effective problem solvers.</p>	<p>Benchmark Assessments</p> <p>75% of students will make gains each trimester on the math benchmarks</p>	<p>Parents, Students, Teachers, Support Staff, Administration and Board</p>
<p>Students will demonstrate understanding of essential concepts and issues in science and social studies that are necessary for engaged local, national and global citizenship.</p>	<p>Unit exams and performance tasks</p> <p>75% of students will score 80% or higher</p>	<p>Teachers, Support Staff and Administration</p>
<p>As a graduation requirement, students will demonstrate the ability to select a science or social science research topic of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, and present their findings before an audience of peers, staff, parents and community</p>	<p>8th grade exhibitions, work process folder and final composition will be assessed using rubric criteria</p> <p>75% of students will score a</p>	<p>Teachers, Support Staff and Administration</p>



<p>members. This exit project integrates core competencies in reading, writing, listening and speaking as outlined in the English Language Arts Standards with core competencies in historical analysis and scientific thinking outlined in the History/Social Science and Science Standards.</p>	<p>3 (proficient) or 4 (advanced) on the rubric</p>	
<p>All English learners, and Spanish learners in the Two-Way Program, will demonstrate proficiency in their second language (listening, speaking, reading and writing).</p>	<p>CELDT</p> <p>Students will gain one level on CELDT test and sub-tests every 1-2 years</p> <p>90% of students who have been enrolled at OCEAA since kindergarten will be reclassified fluent English proficient by the 8<sup>th</sup> grade</p> <p>FLOSEM</p> <p>90% of students who have been enrolled in the Two-Way program will demonstrate proficiency on the FLOSEM by the 8<sup>th</sup> grade</p>	<p>Parents, Students, Teachers, Support Staff, Administration and Board</p>
<p>Students will demonstrate cross-cultural competencies by respecting, appreciating and understanding diverse cultures and individuals.</p>	<p>Cross-cultural Assessment Survey</p> <p>75% of students will demonstrate proficiency on the cross-cultural competency assessment</p>	<p>Teachers, Support Staff and Administration</p>
<p>Students will demonstrate proficiency in all four art disciplines (music, theatre, dance and visual arts).</p>	<p>Visual and Performing Arts Standards-based Assessments</p> <p>75% of students will demonstrate proficiency in designated grade-level arts</p>	<p>Teachers, Support Staff and Administration</p>

	benchmarks	
Students will use technology as a tool that facilitates learning and creativity in order to access information, apply research skills, and solve problems in preparation for higher education and the world of work.	National Educational Technology Standards-based Assessments  75% of students will demonstrate proficiency in designated grade level technology benchmarks	Teachers, Support Staff and Administration
Students will meet or exceed 95% average student attendance rate.	Attendance Data	Parents, Students, Teachers, Support Staff, Administration and Board
OCEAA will meet its Academic Performance Index (API) growth targets school wide and for each sub-group on an annual basis.	API Scores  Each year we will meet our API (overall and sub-groups)	Parents, Students, Teachers, Support Staff, Administration and Board
OCEAA will make Adequate Yearly Progress (AYP) as defined by the No Child Left Behind (NCLB) Act.	AYP Reports  Each there will be a 15% gain in the number of students (overall and sub-groups) scoring Proficient or Advanced each year until we meet the AYP target	Parents, Students, Teachers, Support Staff, Administration and Board

Students will demonstrate proficient or advanced achievement on the CSTs.

STAR Data  
35% of the students will score Proficient or Advanced on the Math portion of the CST for the 2009-2010 school year

40% of the students will score Proficient or Advanced on the ELA portion of the CST for the 2009-2010 school year

**CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES**

Pursuant to Education Code Section 47605.6(b)(5)(B), following is a table describing the Charter School’s outcomes that align with the state priorities and the Charter School’s goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

**STATE PRIORITY #1— BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

**SUBPRIORITY A – TEACHERS**

<p><b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b></p>	<p><u>100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned</u></p>
<p><b><u>ACTIONS TO ACHIEVE GOAL</u></b></p>	<p><u>All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status</u></p>
<p><b><u>MEASURABLE OUTCOME</u></b></p>	<p><u>Core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization and bilingual instruction authorizations as defined by the CA Commission on Teaching Credentialing</u></p>
<p><b><u>METHODS OF MEASUREMENT</u></b></p>	<p><u>Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher</u></p>

	<u>Credentialing; CALPADS Report 3.5</u> <u>NCLB Core Course Section</u> <u>Compliance; Annual publication of</u> <u>School Accountability Report Card</u>
<b><u>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</u></b>	
<b><u>GOAL TO ACHIEVE</u></b> <b><u>SUBPRIORITY</u></b>	<u>Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>All instructional materials purchased will be aligned to CA Common Core State Standards and 21<sup>st</sup> century skills as outlined in our charter petition</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in OCEAA’s charter petition</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Principal and staff review all instructional materials before purchase pursuant to E.C. § 60119</u>
<b><u>SUBPRIORITY C – FACILITIES</u></b>	
<b><u>GOAL TO ACHIEVE</u></b> <b><u>SUBPRIORITY</u></b>	<u>All students and staff will work in a healthy, safe and secure environment that supports achievement</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for safety hazards</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, 90% of all items on Monthly site inspection checklists and 90% of Facility Inspection checklists will be in compliance/good standing and 100% of identified Required Corrections will be corrected within three</u>

	<u>months. Daily cleanliness spot checks will also be performed.</u>
<u>METHODS OF MEASUREMENT</u>	<u>Monthly site inspection documents prepared by Director of Operations; Annual Facility Inspection Reports</u>
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b>	
<i><u>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</u></i>	
<b><u>SUBPRIORITY A – CCSS IMPLEMENTATION</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, core teachers will participate in at least 10 hours of Professional Development (PD) and trainings in CCSS.</u> <u>Annually, students in grades 3-8 will participate in two Smarter Balanced Interim Assessment administrations</u>
<u>METHODS OF MEASUREMENT</u>	<u>PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities.</u> <u>Assessment calendar, Smarter Balanced Interim Assessment data</u>
<b><u>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</u></b>	
<u>GOAL TO ACHIEVE</u>	<u>EL students will gain academic</u>

<b><u>SUBPRIORITY</u></b>	<u>content knowledge through the implementation of CCSS aligned instruction and assessment</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, an increasing percentage of ELs will gain academic content knowledge in math, English language arts, science, and history/social science</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>EL student performance on the CCSS Smarter Balanced Assessments (SBA), teacher designed assessments, annual report cards</u>
<b><u>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and literacy in History/Social Studies and Science</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, an increasing percentage of EL students will reach English language proficiency within five years of initial classification as English Learner</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Student performance on CELDT, internal assessment data, EL Reclassification and RFEP</u>

	<u>monitoring by Title III Coordinator; PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities.</u>
<b><u>STATE PRIORITY #3— PARENTAL INVOLVEMENT</u></b> <i><u>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</u></i>	
<b><u>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Maintain parent representation and leadership</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory Council (ELAC), and a School Site Council</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, OCEAA will maintain parent representation and leadership</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>FSO, ELAC and School Site Council agendas and minutes</u>
<b><u>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Promote parent volunteer opportunities through a Parent Volunteer Coordinator</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, at least 50% of parents will volunteer at OCEAA at least once</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>The Parent Volunteer Coordinator will create an annual report that will document all volunteer hours spent at the charter school</u>

<u>SUBPRIORITY C - SURVEYS</u>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>Solicit parent feedback via annual satisfaction surveys</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Annually, OCEAA school administration will conduct school satisfaction assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.</u>
<u>MEASURABLE OUTCOME</u>	<u>Community results for the survey will indicate at least 75% overall satisfaction</u>
<u>METHODS OF MEASUREMENT</u>	<u>Results and reports of community satisfaction surveys will be shared with parents, OCEAA Board members, and staff upon completion of analysis</u>
<u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u>	
<u><i>Pupil achievement, as measured by all of the following, as applicable:</i></u>	
<u><i>H. CA Measurement of Academic Progress and Performance statewide assessment</i></u>	
<u><i>I. The Academic Performance Index (API)</i></u>	
<u><i>J. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i></u>	
<u><i>K. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</i></u>	
<u><i>L. EL reclassification rate</i></u>	
<u><i>M. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i></u>	
<u><i>N. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i></u>	
<u>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</u>	



<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, OCEAA will receive a five (5) or better score in the similar schools band.</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>CCSS SBA reports</u>
<b><u>SUBPRIORITY B – API</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA, including all student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>OCEAA, including all student subgroups, will meet the annual API Growth Target or equivalent as mandated by the CA State Board of Education</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>API Reports or equivalent as determined by the CA Department of Education</u>
<b><u>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</u></b>	

<b><u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u></b>	
<b><u>SUBPRIORITY D – EL PROFICIENCY RATES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>ELs will become English Proficient within 5 years of entering language instruction educational programs</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, an increasing percentage of EL students will reach English language proficiency within 5 years of initial classification as English Learner</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Student performance on CELDT, internal assessment data, EL Reclassification and RFEP monitoring by Title III Coordinator</u>
<b><u>SUBPRIORITY E – EL RECLASSIFICATION RATES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA will maintain a 20% reclassification rate annually</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Reclassification rate will be at or above 20% annually</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Bi-annual review of student eligibility to reclassify based on state and OCEAA criteria (CELDT, report card grades, SBA scores, etc.) conducted by Title III Coordinator</u>
<b><u>SUBPRIORITY F – AP EXAM PASSAGE RATE</u></b>	
<b><u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u></b>	

<b><u>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</u></b>	
<b><u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u></b>	
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i><u>Pupil engagement, as measured by all of the following, as applicable:</u></i>	
<i><u>E. School attendance rates</u></i>	
<i><u>G. Chronic absenteeism rates</u></i>	
<i><u>H. Middle school dropout rates (EC §52052.1(a)(3))</u></i>	
<i><u>I. High school dropout rates</u></i>	
<i><u>J. High school graduation rates</u></i>	
<b><u>SUBPRIORITY A – STUDENT ATTENDANCE RATES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA will maintain a 95% ADA rate</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annual Average Daily Attendance will be at least 95%</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Monthly, quarterly, and annual ADA reports; periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success.</u>
<b><u>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students will not have more than five absences in any school year</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Parents will be informed of chronic absences as specified in school-family handbook</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>80% of enrolled students will have fewer than five absences during any one school year</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>End of term absence and tardy reports from our student information system. Periodic attendance updates</u>

	<u>to families reminding them of the importance of in-school attendance as the primary way of learning and success. Evidence of success, is determined by monthly, quarterly, and annual attendance reports</u>
<b><u>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA students will not dropout.</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>OCEAA will maintain middle school dropout rates at or below the district average.</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Records maintained in PowerSchool, OCEAA’s school information system, phone/email records that confirm receipt of documents at new institutions for transfer students.</u>
<b><u>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</u></b>	
<b><u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u></b>	
<b><u>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</u></b>	
<b><u>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</u></b>	
<b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b> <i>School climate, as measured by all of the following, as applicable:</i>  <i>D. <u>Pupil suspension rates</u></i> <i>E. <u>Pupil expulsion rates</u></i> <i>F. <u>Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</u></i>	
<b><u>SUBPRIORITY A – PUPIL SUSPENSION RATES</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>OCEAA will maintain an annual suspension rate of less than 5%</u>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, 5% or fewer of all enrolled students will be suspended</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Annual School Accountability Report Card &amp; Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral/SWIS data</u>
<u><b>SUBPRIORITY B – PUPIL EXPULSION RATES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA will maintain an annual expulsion rate of less than 1%</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, 1% or fewer of enrolled students will be expelled</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Annual School Accountability Report Card &amp; Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral /SWIS data</u>
<u><b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>OCEAA students and staff will adhere to the School Emergency Response Plan</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Annually, all school employees will be trained on the elements of the</u>

	<u>School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>100% of staff will participate in at least four hours of Emergency Response training; Students will participate in at least four fire, earthquake or safety drills annually</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Professional Development agenda and annual drill calendars</u>
<b><u>SUBPRIORITY D - SURVEYS</u></b>	
<b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b>	<u>Students, parents and teachers will feel a sense of community and safety on campus</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students' sense of belonging and community.</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Annually, at least 80% of students and families will be satisfied with the safety and school climate on surveys and the retention rate will be 90% or higher</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Parent, student and teacher satisfaction surveys will provide information regarding their sense of connectedness and community</u> <u>Attendance and participation by students in campus events will evidence their sense of belonging and engagement</u> <u>Annual reenrollment documentation and class lists will reflect a return rate of at least 90%</u>
<b><u>STATE PRIORITY #7— COURSE ACCESS</u></b>	
<i><u>The extent to which pupils have access to, and are enrolled</u></i>	

in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

<p><b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b></p>	<p><u>OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA’s Charter</u></p>
<p><b><u>ACTIONS TO ACHIEVE GOAL</u></b></p>	<p><u>All academic content areas will be available to all students, including student subgroups, at all grade levels</u></p>
<p><b><u>MEASURABLE OUTCOME</u></b></p>	<p><u>Annually, 100% of students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in all core and non-core subjects content areas available</u></p>
<p><b><u>METHODS OF MEASUREMENT</u></b></p>	<p><u>Student, teacher, course, and grade level schedules</u></p>
<p><b><u>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</u></b> <u>From the subject areas described above in #7, as applicable.</u></p>	
<p><b><u>SUBPRIORITY A - ENGLISH</u></b></p>	
<p><b><u>GOAL TO ACHIEVE SUBPRIORITY</u></b></p>	<p><u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.</u></p>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, OCEAA’s average will be at or above the district average for performance in the area of English Language Arts/Literacy.</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>CCSS SBA results, API or equivalent</u>
<u><b>SUBPRIORITY B - MATHEMATICS</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, OCEAA’s average will be at or above the district average for performance in the area of Mathematics.</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>CCSS SBA results, API or equivalent</u>
<u><b>SUBPRIORITY C – SOCIAL SCIENCES</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.</u>
<u><b>ACTIONS TO</b></u>	<u>Training in Common Core</u>



<u><b>ACHIEVE GOAL</b></u>	<u>History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through internal summative assessments (until such time that State assessments are made available)</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Formal summative assessments include: benchmarks, essay exams, presentations, projects, and student report cards</u>
<u><b>SUBPRIORITY D – SCIENCE</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.</u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>Training in Next Generation Science Standards, Common Core Science Literacy Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, an increasing percentage of students in grades 5 and 8, including all student subgroups, will attain proficiency on the Science CST</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Science CST reports</u>
<u><b>SUBPRIORITY E – PHYSICAL EDUCATION</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students, including all student subgroups, will demonstrate physical</u>

	<u>fitness.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>The playground team will implement an “Active play” recess program TK-8, and develop a standards-based PE scope a sequence for TK-6 that scaffolds physical fitness and development.</u>
<u>MEASURABLE OUTCOME</u>	<u>50% of all students, including all student subgroups, will pass the State Physical Fitness Test</u>
<u>METHODS OF MEASUREMENT</u>	<u>Physical Fitness Test results</u>
<b><u>SUBPRIORITY F – FOREIGN LANGUAGES</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students in the Two-Way Immersion Program, including all student subgroups, will demonstrate grade level skills and content in Spanish.</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching</u>
<u>MEASURABLE OUTCOME</u>	<u>Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through formal assessments in Spanish</u>
<u>METHODS OF MEASUREMENT</u>	<u>Formal assessments include: Aprenda/Standards Tests in Spanish exams, AR STAR results, DRA, essay exams, presentations, projects, and student report cards</u>
<b><u>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</u></b>	
<u>GOAL TO ACHIEVE SUBPRIORITY</u>	<u>All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.</u>

<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists-in-Residence) that support access to high quality art experiences, and 3) provide support to teachers through demonstrations, modeling, and co-planning</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>100% of students will participate in a high-quality performance or presentation of their artwork to the OCEAA community and/or general public at least once annually</u>
<u><b>METHODS OF MEASUREMENT</b></u>	<u>Master calendar of art events (school assemblies, class productions, Holiday and End of Year Extravaganzas, OCMA Family day, etc.) maintained by Arts Coordinator</u>
<u><b>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</b></u>	
<u><b>GOAL TO ACHIEVE SUBPRIORITY</b></u>	<u>All students will demonstrate social and civic responsibility based on the ORCA way: <b>Organization, Respect, Careful, Accepting Responsibility</b></u>
<u><b>ACTIONS TO ACHIEVE GOAL</b></u>	<u>OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)</u>
<u><b>MEASURABLE OUTCOME</b></u>	<u>Annually, 85% of students will earn Satisfactory or Excellent citizenship grades</u>
<u><b>METHODS OF</b></u>	<u>Citizenship report card page aligned</u>

<u>MEASUREMENT</u>	<u>to citizenship rubric</u>
<p><b><u>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</u></b></p> <p><i>The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism</i></p>	
<u>GOAL TO ACHIEVE SCHOOL PRIORITY</u>	<u>Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content</u>
<u>ACTIONS TO ACHIEVE GOAL</u>	<u>OCEAA’s Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<u>MEASURABLE OUTCOME</u>	<u>Articulated professional development plans for increasing the use of Spanish and the integrating authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction</u>
<u>METHODS OF MEASUREMENT</u>	<u>Dual immersion committee agendas, sign in, minutes and work products</u>
<p><b><u>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</u></b></p> <p><i>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</i></p>	
<u>GOAL TO ACHIEVE SCHOOL PRIORITY</u>	<u>OCEAA’s report cards and gradebook practices communicate student achievement in ways that are consistent, meaningful, accurate, and</u>

	<u>supportive of learning</u>
<b><u>ACTIONS TO ACHIEVE GOAL</u></b>	<u>The Instructional Leadership Team will develop a grading policy and make a plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices</u>
<b><u>MEASURABLE OUTCOME</u></b>	<u>Board adoption of grading policy and consistent implementation of first round adjustments by teachers</u>
<b><u>METHODS OF MEASUREMENT</u></b>	<u>Board agenda and minutes, PD agendas and minutes, review of PowerTeacher Gradebooks and report cards by administrative team and ILT, comparison of report card data to Smarter Balanced Assessment reports and other quality internal assessment data.</u>

## ELEMENT 3

### Academic Performance Index

It is the goal of OCEAA to meet its Academic Performance Index (API) growth targets on an annual basis. Our API is a reflection of students' performance on the Standardized Testing and Reporting (STAR) program assessments in the subject areas of English Language Arts, Mathematics, Science and History. Our participation rate over the past three years on the STAR has remained steady at an average of 99.4%.

Our scores reflect the tremendous effort over the past three years that our staff, students and community has made to first stabilize and subsequently increase API scores over that time span (see Chart 3.1). As a result of our strategic planning with a third party review (Insight), in the 2008-2009 school year, we immediately began implementing the plan of action to improve the academic performance of our students. In September of 2009 we received our 2009 score of 660, which was an 18-point improvement and exceeded our growth target by 10 points, as set by the California Department of Education (CDE).

#### **Chart 3.1 OCEAA's API Scores**

A common trend in charter schools is to see an initial high turnover of staff and students as parents and staff are trying to discover if OCEAA is the right fit for them. OCEAA is no exception to this well known trend. The first few years at OCEAA experienced a high rate of turn over of students, staff, and administration. OCEAA's data directly mirrored this instability as well as its current transition into a more stable and upward trend. Our student population, staff and instructional program have stabilized and we are currently on a trajectory of increased academic gains because of our SPAA. Our data reflects how resilient we are as a school in our ability to surpass the state target and stabilize.

In 2007 our API scores reflected a 45-point decrease. In July 2007, the groundwork was laid for the current upward trajectory we are now experiencing. In 2008 our API scores stabilized, reflecting the unwavering focus of OCEAA staff, students and community on student achievement (Chart 3.2).

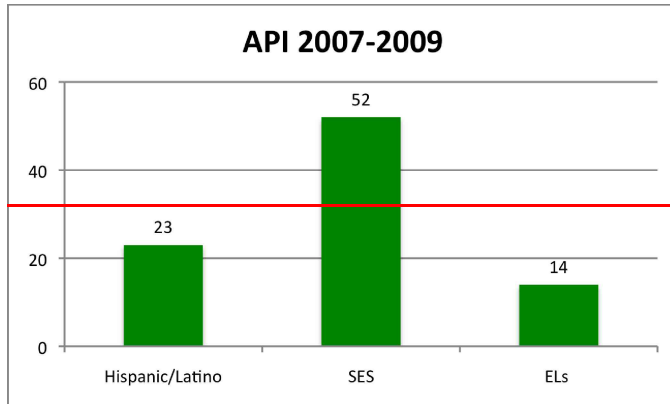
#### **Chart 3.2 API Gains**

As a result of this relentless and continued effort, focus and commitment to implement the SPAA, OCEAA surpassed the 2009 growth target of 8 points by 10 points, reflecting an overall 18-point gain. This 18-point gain exceeds the state average of 14 points and is comparable to the district's average of 21 points for the 2008/09 school year as seen in Chart 3.3.

#### **Chart 3.3 Comparable API Scores**

In 2009, OCEAA met its school-wide API target and two of its three sub-group targets: Hispanic/Latino and Socio-economically Disadvantaged (SES) students. In the past two years, all three of OCEAA's sub-groups have made gains in their API scores. As Chart 3.4 demonstrates, the Hispanic/Latino subgroup has shown a 23-point gain, the Socioeconomically Disadvantaged subgroup has made 52-point gains and our English Learner (EL) subgroup has made 14-point gains over the past two years.

**Chart 3.4 Sub-Group Growth**



As we analyze our longitudinal data, we have seen positive gains over the past three years. In 2007, OCEAA did not make its school-wide API or any of the sub-group API targets. As Table 3.2 shows, in 2008, OCEAA did not meet its school-wide API, but did meet two of the three sub-group targets (Socioeconomically Disadvantaged and English Learners). In 2009, OCEAA met its school-wide API and two of the three sub-group API targets (Hispanic/Latino and Socioeconomically Disadvantaged). We anticipate that due to our focused efforts on our SPAA, in 2010 we will make our school-wide API as well as the targets for all three of our sub-groups.

**Table 3.2 API Targets Met**

API	School-wide	Hispanic/Latino	SES	EL
2007	NO	NO	NO	NO

<b>2008</b>	<b>NO</b>	<b>NO</b>	<b>YES</b>	<b>YES</b>
<b>2009</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>NO</b>
<b>Projected 2010</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>

In order to ensure our 2010 projection of all sub-groups meeting API targets, we will continue to implement our SPAA with a particular focus on our ELs. Teachers have participated in professional development targeted at supporting effective second language instruction. They have also identified all ELs in their classrooms and differentiate instruction according to their CELDT and CST levels. In addition, teachers have created pacing guides to map out when essential standards will be taught. Our benchmark assessments help teachers identify which students have mastered those standards (see sample pacing guide in Exhibit K).

**Adequate Yearly Progress**

OCEAA strives to make adequate yearly progress (AYP as defined by the No Child Left Behind Act (NCLB)). Tables 3.3 and 3.4 represent the growth that OCEAA has made over the past three years toward meeting its AYP. Over time, we are showing gains and our focus over the next five years will be on continuing to implement our SPAA and monitoring student growth at the individual level.

**Table 3.3 English Language Arts Annual Yearly Progress Targets Met**

<b>AYP-ELA</b>	<b>School-wide</b>	<b>Hispanic/Latino</b>	<b>SES</b>	<b>EL</b>
<b>2007</b>	<b>YES</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>
<b>2008</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>	<b>NO</b>
<b>2009</b>	<b>NO</b>	<b>NO</b>	<b>YES*</b>	<b>NO</b>
<b>Projected 2010</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>

**Table 3.4 Mathematics Annual Yearly Progress Targets Met**



AYP-Math	School-wide	Hispanic/Latino	SES	EL
2007	YES**	NO	NO	NO
2008	NO	NO	NO	NO
2009	YES*	YES*	YES*	NO
Projected 2010	YES	YES	YES	YES

\*=MET BY SAFE HARBOR

\*\*=MET BY TWO-YEAR AVERAGE

One of the key components to the NCLB act is the ability to follow student progress over time. The primary advantage of longitudinal data is to be able to measure change and identify trends that impact student achievement and to use this information to make adjustments to the educational program provided to each individual student. By analyzing longitudinal data, OCEAA monitors the effect of various factors on individual student achievement. We also gage the overall effectiveness of individual teachers and grade level instructional programs by disaggregating the data. In addition, we monitor the progress of cohorts of students as they move through our K-8 program to ensure preparedness for higher education.

Our longitudinal data (see report in Exhibit L) serves as a window into the past as well as the future. Our current outlook shows a positive trend towards meeting and exceeding state-identified targets.

**METHODS OF ASSESSMENT**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.*

California Education Code Section 47605(b) ~~(5)(C)(C)~~

To meet the needs for evaluation and accountability and to provide information to teachers, students, parents, community and Board, OCEAA has established a standards-based evaluation and accountability system pursuant to EC60602.5 consisting of the following components:

- a. Content and Performance Standards

~~b. Assessment~~

b. Assessments

- c. Data Collection
- d. Data Management
- e. Reporting and Analyses
- f. Utilization of Student and Program Data

OCEAA ~~participates in the standards-based California Academic Performance Index (API) Accountability System and~~ will continue to comply with all present and future state assessment requirements. All students are assessed with the state designated standardized test according to the ~~Standardized Testing and Report Program (STAR)~~ California Assessment of Student Performance and Progress (CAASPP). ELs will be assessed annually with the CELDT test.

Assessment methods described in this Element as well as included in the chart in Element 2 are aligned to the Eight State Priorities and demonstrate multiple measures for each subject area. The Charter School affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element 2, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605.6(b)(5)(C).

In addition, other measures of student achievement are used as an ongoing part of the quality instructional program at OCEAA. Multiple measures are used for each subject area of the core curriculum including ELD. Types of measures used include:

- a. Criterion-referenced tests
- b. Holistic and analytical rubrics
- c. Checklists
- d. Questionnaires and surveys
- e. Written, fill in the blank, and multiple choice responses
- f. Diagnostic and benchmark assessments
- ~~g. Grade point average (GPA) (see Exhibit M, page 12 for OCEAA's grading policy)~~
- ~~h. Teacher observation measures/checklists using rubrics or other scoring schemes~~
- ~~i. Performance-based assessments in core content areas~~
- ~~j. Ratings of work in student portfolios~~
- ~~k. Grade-level promotional rates, including reclassification rates~~
- ~~l. Rates of referrals to special programs and services~~
- ~~m. Rates of attendance, participation, completion, and suspension~~

A system of classroom assessment portfolios maintained for each student provides an accessible record of student data in reading, writing, math, art and technology. Regular review of these classroom portfolios provides students with an opportunity for self-assessment and goal setting ~~in conjunction with our assessment calendar (see Table 3.5).~~

### **Multiple Measures of Assessment**

#### **K-2nd**

Spanish Language Arts/ELD	Writing	Math
<ul style="list-style-type: none"> <li>○ Spanish High Frequency Words (RESULTS)</li> <li>○ DRA Spanish</li> <li>○ BPST Spanish</li> <li>○ Spanish STAR Reading Assessment (Accelerated Reader)</li> <li>○ ADEPT</li> <li>○ FLOSOM</li> </ul>	<ul style="list-style-type: none"> <li>○ Beginning, middle and end of year Writing Prompt in Spanish scored using CCSS aligned 6 Traits rubric</li> </ul>	<ul style="list-style-type: none"> <li>○ Quarterly CCSS aligned benchmark assessments on standards taught</li> </ul>

### 3rd-5th

**Table 3.5 OCEAA's Assessment Calendar**

Beginning of Year	End of Trimester 1	End of Trimester 2	End of Trimester 3
Math Benchmark	Math Benchmark	Math Benchmark	Math Benchmark
Writing Benchmark	Writing Benchmark	Writing Benchmark	Writing Benchmark
Reading Assessments	Reading Assessments	Reading Assessments	Reading Assessments
Goal setting conferences	Data Conference	Data Conference for students in RTI process	Final report card
ADEPT**	ADEPT**	ADEPT**	ADEPT** FLOSEM for ELs and Spanish Learners in Two-Way Program
ELA Benchmark*	ELA Benchmark*	ELA Benchmark*	ELA Benchmark*
Art Assessment	Art Assessment	Art Assessment	Art Assessment
N/A	N/A	N/A	Technology Benchmark
N/A	N/A	N/A	Cultural Competency Assessment**

<u>SLA/ELA/ELD</u>	<u>Writing</u>	<u>Math</u>
<ul style="list-style-type: none"> <li>○ <u>Spanish and English High Frequency Words (RESULTS)</u></li> <li>○ <u>DRA Spanish &amp; English</u></li> <li>○ <u>BPST Spanish &amp; English</u></li> <li>○ <u>Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</u></li> <li>○ <u>ADEPT</u></li> <li>○ <u>FLOSOM</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Beginning, middle and end of year Writing Prompts in Spanish and English scored using CCSS aligned 6 Traits rubric</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Quarterly CCSS aligned benchmark assessments on standards taught</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> </ul>

### 6th-8th

<u>SLA/ELA/ELD</u>	<u>Writing</u>	<u>Math</u>
<ul style="list-style-type: none"> <li>○ <u>Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</u></li> <li>○ <u>ADEPT</u></li> <li>○ <u>FLOSOM</u></li> <li>○ <u>Mid-year integrated reading and writing Performance Task</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Beginning and end of year Writing Prompts in Spanish and English scored using CCSS aligned 6 Traits rubric</u></li> <li>○ <u>Mid-year integrated reading and writing Performance Task</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015)</u></li> </ul>	<ul style="list-style-type: none"> <li>○ <u>Quarterly CCSS aligned benchmark assessments on standards taught</u></li> <li>○ <u>SBAC Interim Assessments (proposed for 2015-16)</u></li> <li>○</li> </ul>

*\*-2009/10 Middle School Only, for 2010/11 All Students*

*\*\*=Implementation scheduled for 2009/10*

In core academic classes and including the arts and technology, scoring guides are provided to students as a scoring measure that is used to assess what students know and can do. The scoring guides define what students are expected to achieve and have a scale of degrees of accomplishment built into it. In addition, criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion and class participation form the basis of evaluating student performance and determining student grades.

In the arts, assessment of student work consists of portfolios, curriculum-embedded assessments, student performances (group or individual), and formal assessments (such as open-ended problems).

Assessments of subject matter areas such as mathematics, science, social science, language arts and other courses required for grade-level promotion are administered, whenever possible, to ELs in the language in which they are best able to demonstrate their knowledge of the subject matter.

Teachers review assessment data on an ongoing basis to identify general areas of needed improvement, modify curriculum and course content to meet those needs, gather new or additional instructional resources, and create new assessments to measure continued progress. The primary advantage of this longitudinal data is to be able to measure change and identify trends that impact student achievement and to use this information to make adjustments to the educational program provided to each individual student. By analyzing longitudinal data, OCEAA monitors the effect of various factors on individual student achievement. We also gage the overall effectiveness of individual teachers and grade level instructional programs by disaggregating the data. In addition, we monitor the progress of cohorts of students as they move through our TK-8 program to ensure preparedness for higher education.

### Use and Reporting of Data

#### USE AND REPORTING OF DATA

OCEAA will compile and provide to the OCEAA Community, OCEAA Board and Santa Ana Unified School District Board of Education an annual performance report. This report will, at a minimum, include the following data: student achievement, governance and finances.

OCEAA and OCEAA's Board of Directors jointly develop the content, evaluation criteria, timelines and process for the annual performance report. OCEAA uses the information compiled in the performance audit to evaluate and improve upon its educational programming as necessary, including the School Accountability Report Card (SARC).

OCEAA and the District Board of Education will also jointly develop a site visitation process and protocol to enable the grantor to gather information needed to confirm OCEAA's performance and compliance with the terms of this charter. Pursuant to Education Code Section 47604.3 the Charter School promptly responds to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the District. OCEAA automatically submits all financial reports required under Education Code Section 47604.33 and 47605(m).

### ATTENDANCE

#### Attendance

OCEAA strives, on average, to achieve at least 95% student attendance and will meet or exceed the minimum number of days and minutes required by the state (see Exhibit ~~N for 2009/10 school calendar and bell schedule and Exhibit I for the 2009/10 instructional minutes~~ "I" for the Academic School Calendar and Bell Schedule). Over the past ~~four-year~~ term, OCEAA's average

attendance rate has consistently exceeded the 95% target.

| **~~IV. GOVERNANCE STRUCTURE~~**

## ELEMENT 4

Governing Law: The governance structure of ~~OCEAA~~the school, including, but not limited to, the process to be followed by ~~OCEAA~~the school to ensure parental ~~involvement~~—involvement.

California Education Code Section 47605(b)(5)(D)

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While OCEAA intends to collaborate with the District, the school operates as a separate legal entity, independent of the District. OCEAA is being operated as a duly constituted California nonprofit public benefit corporation, and is governed in accordance with applicable California Corporations Code Sections and its adopted bylaws which are consistent with the terms of this charter (attached as Exhibit ~~e~~“J”). As provided for in the California Corporations Code, OCEAA is governed by its board of directors, whose members have a legal fiduciary responsibility for the well—being of OCEAA.

Pursuant to Education Code Section 47604(c), the District in performing its oversight of the Charter School as required by Education Code Section 47604.32, is not liable for the debts and obligations of OCEAA or for claims arising from the performance of acts, errors, or omissions by the charter school or its employees, representatives, board members, officers, or agents.

### **NON-PROFIT BOARD OF DIRECTORS**

All members of the OCEAA Board and all OCEAA administrators shall, by August 15, 2015, and at least annually thereafter throughout the term of this Charter (and within 1 month of the hiring/appointment of a new Board member or administrator such new member/employee shall) receive professional training from an outside individual or entity (such as a law firm or other expert) on at least the following laws and requirements: the Ralph M. Brown Act, the Political Reform Act of 1974, Government Code Section 1090 et seq., and the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350 (including the procedures and requirements for investigating and responding to allegations of unlawful pupil fees). OCEAA shall maintain a permanent, public record of all such trainings, including a log of who attended each training, the date and length of the training, the identity of the person providing the training and his/her qualifications, and a copy of all written materials provided as part of the training. All such trainings shall be conducted in accordance with the Brown Act, as applicable.

### **Non-Profit Board of Directors**

OCEAA is governed by a Board of Directors, made up of between seven (7) and nine (9) members, including any District appointee(s). The names and bios of the current Board members are attached as Exhibit

~~In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School.~~

### ~~CLOSURE PROTOCOL~~

~~*Governing Law: A description of the procedures to be used if the charter school closes Education Code Section 47605(b)(5)(p)*~~

~~The following procedures shall apply in the event the school closes. The following procedures apply regardless of the reason for closure.~~

~~Closure of OCEAA will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.~~

~~The Board will promptly notify the District of the closure and of the effective date of the closure. Parents and students of the school, the District, the Orange County Office of Education, OCEAA's SELPA, the retirement systems in which OCEAA's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education will also be notified of the closure as well as the effective date. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.~~

~~The Board will provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following OCEAA Board's decision to close the school.~~

~~The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.~~

~~As applicable, OCEAA will provide parents, students, and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g. OCEAA will ask the District to store the records of the Charter School. If the District cannot do so, OCEAA will ask the County Office of Education for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law. Copies of employment records will be sent to former employees.~~

~~As soon as reasonably practical but no later than 60 days after closure, OCEAA will prepare final financial records. OCEAA will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. OCEAA will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the school and will be provided to~~



~~the District promptly upon its completion. In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and subtract such payment from any funds due to the Charter School. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.~~

~~OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.~~

~~On closure of OCEAA, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending OCEAA, remain the sole property of the School and shall be distributed to another governmental entity engaged in public education upon the dissolution of the nonprofit public benefit corporation. Any assets acquired from the District or District property will be promptly returned to the District upon School closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. On closure, OCEAA shall remain solely responsible for all liabilities arising from the operation of the Charter School.~~

~~As specified in the attached Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above. As OCEAA is organized as a nonprofit public benefit corporation, OCEAA Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.~~

~~Upon closure of OCEAA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by OCEAA would be unemployed and would have to seek employment elsewhere.~~

## ~~VIII. IMPACT ON THE DISTRICT~~

~~P“K”~~. Future Board members shall be selected in accordance with the corporate bylaws to represent parents, the arts community, educators, and the District. All Board members are selected with skills and experience to match their board responsibilities. ~~The District Board of Education may also appoint up to two Board appointees to serve on OCEAA’s Board of Directors.~~

The District Governing Board reserves its right pursuant to Education Code Section 47604(b) to have a representative on the OCEAA Board, and if the District Board chooses to exercise this right, such representative shall be solely of the District’s choosing. Any District representative to the OCEAA Board shall serve solely at the District Governing Board or designee’s discretion and may serve an unlimited number of consecutive terms. The OCEAA Bylaws shall specify that no requirements for or restrictions on the appointment, service or terms for removal of other members of the Board of Directors shall apply to any District representative and such representative shall serve at the pleasure of and be removed only by the action of the District Governing Board or designee.

The OCEAA Board meets on a regular basis, at least every other month, to advise OCEAA on the operations of OCEAA, staff, teachers, and students. Similarly, it advises on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student academic and artistic achievement.

The Board of Directors has a responsibility to solicit input from, and opinions of, the parents of OCEAA’s students regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibility is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies (see Exhibit ~~Q~~“L” for OCEAA’s organizational chart). ~~At the end of last year, through our family survey, we noticed that communication between families and the Board was an area of growth. This year, the Board has worked to bridge this communication gap.~~ The Board continues to work on to soliciting parent engagement in a variety of ways including, but not limited to: attending school events, participating in open communication forums, regular updates through the school newsletter (The OCEAA Times), and being on campus to be available to parents. ~~We have noticed, though these~~ These efforts have increased communication and dialogue within our community.

The Directors meet regularly and as needed and will be responsible for carrying out Board responsibilities including but not limited to the following:

- Hiring and evaluating the principal of OCEAA.
- Approving and monitoring the implementation of general policies of OCEAA. These include effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
- Approving and monitoring OCEAA’s annual budget.
- Acting as fiscal agent. This includes the receipt of funds for the operation of

OCEAA in accordance with charter school laws and the receipt of grants and donations consistent with the mission of OCEAA.

- Contracting an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establishing operational steering committees of parents, educators, and art professionals.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of School programs.
- Executing all other responsibilities provided for in the California Corporations Code, [the Articles of Incorporation and Bylaws](#), and [this Charter necessary to ensure the proper operation of the School](#).
- Developing, reviewing, or revising OCEAA's accountability and mission.
- Developing OCEAA's calendar and schedule of Board meetings.
- Developing Board policies and procedures.
- Reviewing requests for out of state or overnight field trips.
- Participating in dispute resolution procedures and complaint procedures when necessary.
- Approving charter amendments.
- Approving annual fiscal and performance audits.
- Approving personnel discipline (suspensions or dismissals) as needed.
- ~~Appointing an administrative panel to act as a hearing body and take action~~ [Acting](#) on recommended student expulsions.
- Hiring, supervising, evaluating and if necessary, terminating of OCEAA Officers and administration.
- Creating external or sub-committees as needed, including but not limited to, [a](#) compensation committee and an audit committee.

~~The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established.~~

~~All meetings of the Board of the Charter School are held in accordance with the Brown Act.~~

~~A Board member cannot vote or participate in a discussion relating to a matter in which he/she has a personal financial interest. The Board has adopted policies and procedures regarding self-dealing and conflicts of interest and these are available to the District upon request.~~

- [Preparing and submitting, on a semi-annual basis \(mid-year and end of year\), reports to the District regarding OCEAA's progress in implementing this Charter and other specific matters as the District Board or District administration may request.](#)

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of OCEAA any of those duties. The Board however, retains ultimate responsibility over the performance of those powers or duties so

delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

### **PRINCIPAL**

### **Principal**

The Principal of the Charter School is to the Board what the Superintendent is to the District Board of Education.

The responsibilities of the Principal include but are not limited to the following:

- Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.
- Develop Board meeting agenda in conjunction with the Board secretary in compliance with the Brown ~~act~~Act.
- Supervise, either directly or through subordinates, all employees of OCEAA.
- Provide timely performance evaluations of all school employees at least annually.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the board.
- Communicate with School legal counsel.
- Stay abreast of school laws and regulations.
- Approve all purchase orders, pay warrants, and requisitions and, upon approval, forward on for processing.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Oversee Grant writing.
- Establish and execute enrollment procedures.
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as necessary.
- Provide all necessary financial reports as required for proper ADA reporting.
- Make budget line item revisions when necessary and report changes regularly to the Board.
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Present a quarterly financial report to the Board.
- Present regular student achievement updates to the Board.
- Provide assistance and coordination to the Faculty in the development of curriculum.

- Oversee parent/student/teacher relations.
- Attend or send designee to IEP meetings when necessary.
- Supervise student disciplinary matters.
- Coordinate the administration of Standardized Testing.
- Plan and coordinate student orientation.
- Attend all Board meetings and attendance as necessary at District Board of Education meetings as the charter representative.
- Oversee site safety.
- Foster an amicable relationship between the District and School and facilitate a sharing of resources between both entities.
- Establish a Communication Model to facilitate communication among all the groups within OCEAA, between OCEAA and the District, and between OCEAA and the community at large.
- Establish procedures designed to carry out Board policies.
- Create and appoint committees to assist in the execution of certain planning and administrative functions (known as Officer appointed committees).
- Oversee Master Calendar.
- Manage communications between the District Board and the Board of the Charter School.
- Develop OCEAA annual performance audit.
- Present performance audit to the Board of the Charter School and after review by OCEAA Board present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education.
- Facilitate open house events.

The above duties may be delegated or contracted as approved by the Board to a business administrator of OCEAA or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights) or to a third party provider (only in accordance with student and teacher confidentiality rights) as allowed by law.

## **PARENT INVOLVEMENT**

### **Parent Involvement**

OCEAA has an active parent committee, Families Supporting OCEAA (FSO) comprised of school staff, parents and guardians, which acts in an advisory capacity to OCEAA's Board. The FSO is governed by bylaws adopted by the parents involved in the committee. Meetings are held throughout the year allowing parents to understand how a Charter School operates, how it provides an educational service and how it is accountable to the community. The FSO serves as a venue to facilitate open and ongoing communication between the school staff and home.

OCEAA promotes parent involvement on a variety of levels, from volunteering at school events to working side-by-side with staff in developing policy and procedures. Parents are encouraged to be advocates for their child's education through our monthly meetings with

administration, parent conferences, Board meetings, parent education workshops, weekly assemblies, and our open door policy. In addition, OCEAA annually seeks feedback from parents through surveys, which OCEAA then uses to refine and improve the instructional program and services provided to our students and their families.

To encourage additional parent involvement, OCEAA ~~requires that~~ recommends a minimum of ~~three~~ number of volunteer hours, ~~per trimester,~~ per child be completed. It is our goal that these ~~three~~ hours entice our parents to deeper levels of involvement at the ~~school~~ School in advocacy role.

### ~~SCHOOL-SITE DECISION-MAKING~~

#### School-Site Decision Making

OCEAA includes staff, students, parents and other stakeholders in the decision making process. Several committees support this inclusive process. All committees shall comply with the Brown

Act, which is applicable to OCEAA in the same manner and to the same extent as it governs the District.

- Instructional Leadership Team (ILT) works collaboratively to make school-wide decisions related to curriculum, instruction, and academic priorities. This committee includes teachers, ~~support staff,~~ and administration.
- Student Leadership Team (SLT) promotes educational and recreational opportunities for students and staff. They are ~~lead~~ led by staff and there is an elected student board.
- Budget Committee oversees the ~~school's~~ School's budget and seeks input from teachers, support staff, parents, administration and the Board.
- FSO works collaboratively with students, teachers, administration, parents and community organizations to support educational goals and enrich the educational program.
- Wellness Committee is a group of students, teachers, support staff and parents who promote healthy life-styles and choices.
- Arts Committee works to develop partnerships with community organizations to support and advocate for arts education. Arts coordinators, teachers, administration, and parents participate in this committee.
- Technology Committee promotes the use and integration of technology to support the educational goals and includes the technology coordinator, teachers, support staff and parents.
- RTI Committee supports struggling students through the development of a ~~school-wide~~ School-wide intervention plan based on the three tier levels of support.

### ~~CONFLICTS CODE~~

#### Conflict of Interest

The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established.

A Board member cannot vote or participate in a discussion relating to a matter in which he/she has a personal financial interest. Notwithstanding any conflict in the OCEAA Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of OCEAA and its Board of Directors shall comply with all laws controlling charter schools. OCEAA shall comply with Government Code Section 1090 et seq., the Political Reform Act of 1974 (Gov. Code Section 81000 et seq.), and any attendant regulations as they may be amended from time to time, (including, but not limited to, the adoption of a conflict of interest code and designation of officials and reporting categories as required by the PRA) and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. By the terms of this Charter, OCEAA is obligated to comply with the requirements of Government Code Section 1090 et seq. and the Political Reform Act of 1974 to the same extent as if OCEAA were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

~~The Board has adopted and shall abide by a~~ As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

### **BROWN ACT**

~~The Board complies with~~ The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

### **POLICIES**

#### **Brown Act**

OCEAA and its governing board shall comply with the Ralph M. Brown Act as set forth in California Government Codes Section 54950 et seq. to the same extent and in the same manner as would a non-charter California public school district and any attendant regulations as they may be amended from time to time.

OCEAA shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees to which the Brown Act applies, on or before the date required for posting of such agendas in compliance with the Brown Act.

#### **Policies**

OCEAA maintains policies and procedures pertinent to its operation, which shall be subject to review and comments by the District. In the case of a conflict between the requirements of this Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the



requirements of the Charter shall be deemed a violation of this Charter and the Bylaws shall provide that in the case of such a conflict the OCEAA Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of this Charter or seek a material revision to the Charter to make the Articles, Bylaws and Charter consistent. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of OCEAA, the provisions of this Charter shall prevail.

OCEAA shall provide written notice to the District Superintendent or designee of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the corporate board of directors. Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to OCEAA's governance structure and/or Charter, OCEAA may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. OCEAA's Bylaws shall specify these procedures for and limitations on amendment of the Bylaws. Should OCEAA adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s).

### District Collaboration

#### ~~DISTRICT COLLABORATION~~

OCEAA is fortunate to count on the support of the District. The Principal ~~attends~~ should attend District Principals' Meetings if allowed, in order to continue to develop leadership skills. In the past District staff has provided valuable feedback and suggestions on how to improve our instructional program for our students. Through annual site visits and meetings with District staff, we have dramatically improved the services provided to our Special Education students. The District staff's recommendations on tools for progress monitoring (i.e. *DIBELS*), benchmark assessments, instructional programs (i.e. *MIND Research Institute*) and increasing instructional rigor ~~are being~~ have been implemented and have contributed to the success of our students. It is OCEAA's goal to maintain this collaborative effort to continue to benefit all of our students.

V. ~~HUMAN RESOURCES~~

~~QUALIFICATIONS OF SCHOOL EMPLOYEES~~

## ELEMENT 5

Governing Law: The qualifications to be met by individuals to be employed by the school.

~~School—California Education Code Section 47605(b)(5)(E)~~

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### Teachers

OCEAA adheres to Education Code Section 47605(l), all California Commission on Teacher (CTC) Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculties for the Charter School.

Teachers for core classes must be “highly qualified” as defined by the No Child Left Behind Act, and must hold appropriate California teaching certificates, permits, or other documents equivalent to that which a teacher in other schools would be required to hold pursuant to Education Code Section 47605(l). A copy of each teacher’s teaching credential is kept on file at the school site and is submitted to the District annually through the CBEDS/CALPADS reporting and additionally can be accessed through the California Commission on the Teacher Credentialing’s web page. ~~A list of faculty qualifications can be seen in Exhibit R.~~

In the event that OCEAA seeks to utilize the flexibility provided in Education Code Section 47605(l), for non-core, non-college/non-preparatory teachers, it will notify the district and seek the district’s agreement as to the qualifications of the course as “non-core” or “non-college/non-preparatory.” and what courses fall within those categories. Should OCEAA choose to utilize this “flexibility,” OCEAA takes full and complete responsibility for the application of “flexibility” regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(l), including any impacts its use of such “flexibility” may have on OCEAA’s funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of “flexibility” in credential requirements for non-core, non-college preparatory classes at OCEAA.

### Non-Instruction

All non-instructional staff such as business manager, community outreach specialist, nutrition services director, food services accountant, instructional assistant, nurse, health clerk, data base coordinator, ~~web site~~ website coordinator, technology coordinator, activities coordinator, attendance clerk, receptionist, custodian and noontime supervisor personnel must possess experience and expertise appropriate for their position.

### Administrators

~~The Principal and Vice Principal of OCEAA hold, or are in the process of acquiring, a valid California Administrative Services Credentials and have at least three years experience working in an elementary~~

~~and/or middle school setting. They are fluent in English and Spanish and have experience working in schools with large populations of English language learners. They have a strong commitment to student achievement through the arts, technology, language and culture. They are responsible for implementing all the legal and administrative responsibilities of OCEAA as well as serving as instructional leaders. They are exemplary communicators both in person and in written communications and possess the organizational and interpersonal skills necessary to run a K-8<sup>th</sup> grade school.~~

The Administrative positions may evolve as needed to meet the administrative needs of OCEAA (e.g. one Principal and one or more subject specific Assistant Administrators).

Any Principal, Vice Principal or Assistant Administrator of OCEAA is an instructional leader committed to educational excellence with a demonstrated ability to use data to develop and meet program goals, shall have excellent communication and organizational skills. Additionally, they will have Master's Degree from an accredited college or university, four years of related teaching experience and two years of administrative experience. It is preferred that a Vice Principal or Assistant Administrator have a valid California Administrative Services Credential, expertise in math and literacy curriculum and instruction, arts and technology integration, and/or bilingual education in addition to experience in a charter school setting, and any subject-specific Assistant Administrators shall have demonstrated expertise in their particular subject matter. Spanish/English bilingualism is preferred.

OCEAA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of OCEAA. Such services may be provided either by an employee of OCEAA or by a consultant (or consultant group) hired by OCEAA. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity.

### **Overall Qualifications of Staff**

OCEAA reserves the right to require additional qualifications for any employment position beyond those specified in this Charter.

OCEAA staff includes educators and support staff who seek to provide a high-quality education for our students. They share a strong desire and commitment to academic achievement through the arts, technology, language and culture ~~(see attached job descriptions Exhibit S).~~

OCEAA has a rigorous and collaborative selection process that includes students, teachers, support staff, administration and parents. The process generally includes:

1. Positions advertised to the public.
2. Paper screening of candidate qualifications.

3. Phone interview.
4. Initial interview.
5. Second interview to include lesson demonstration (if appropriate).
6. Reference check.
7. Live Scan and TB clearance.
8. Credential (if appropriate) and document verification.
9. Other requirements as needed.

### **COMPENSATION AND BENEFITS**

~~*Governing Law: The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employee's Retirement System, or federal social security— California Education Code Section 47605(b)(5)(K)*~~

~~Employees at OCEAA participate in STRS, PERS and the federal social security system as applicable to the position. Additionally, OCEAA offers a 403(b) retirement program. OCEAA informs all applicants for positions within OCEAA of the retirement system options for employees of OCEAA. OCEAA strives to offer salaries and benefits packages that are competitive to local school districts.~~

### **EMPLOYEE REPRESENTATION**

~~*Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.— California Education Code Section 47605(b)(5)(O)*~~

~~OCEAA has been deemed the exclusive public school employer of the employees of OCEAA for the purposes of the Educational Employment Relations Act.~~

### **RIGHTS OF SCHOOL DISTRICT EMPLOYEES**

~~*Governing Law: A description of the rights of any employee of OCEAA district upon leaving the employment of OCEAA district to work in a charter school, and of any rights of return to OCEAA district after employment at a charter school.— Education Code Section 47605(b)(5)(M)*~~

~~Employees of the District who choose to leave the employment of the District to work in the Charter School have no automatic rights of return to the District after employment at the Charter School unless specifically granted by the District through a leave of absence or other Agreement of the District as aligned with the collective bargaining agreements of the District.~~

### **Salaries and Benefits**

OCEAA strives to maintain competitive salaries and benefit packages to retain highly qualified staff. Full health benefits are offered to full time employees.

### **Performance Assessment**

Each OCEAA staff member receives a mid-year and end-of-year performance assessment annually ~~(see examples Exhibit T)~~ by his/her supervisor. The goal of these assessments is to provide feedback and assist the employee in growing or improving professionally. The criteria used for OCEAA's staff members in their evaluations include, but are not limited to:

1. Job Descriptions specific to the position
2. California Standards for the Teaching Profession (when applicable)
3. Professional Learning Plan Goals (when applicable)
4. California Professional Standards for Educational Leaders (when applicable)
5. Feedback from colleagues/students/families (when applicable)
6. Overall effectiveness

### **HEALTH AND SAFETY**

## ELEMENT 6

*Governing Law: The procedures that ~~OCEAA-the school~~ will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of ~~OCEAA-the school~~ furnish ~~OCEAA-the school with a criminal~~ record summary as described in Section 44237.*

~~44237—California~~ California Education Code Section 47605(b)(5)(F)

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OCEAA shall comply with all applicable safety laws. OCEAA has developed comprehensive health, safety, and risk management policies in consultation with its insurance carriers and risk management experts, and shall review such policies and procedures with its insurance carriers and risk management experts on at least an annual basis in order to maintain them as legally compliant and in accordance with best practices.

### **Procedures ~~Fer~~for Background Checks**

OCEAA complies with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, contractors and volunteers prior to employment and/or any one-on-one contact with pupils of the ~~school~~School. The Principal of OCEAA monitors compliance with this policy and reports to the Board of Directors on an annual basis or upon request of the District.

### **Role ~~Of~~of Staff ~~As~~as Mandated Child Abuse Reporters**

All ~~classified~~certificated and non-certificated staff are mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

### **TB Testing**

OCEAA follows the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

### **Immunizations**

~~OCEA~~OCEAA adheres to all ~~law~~laws applicable to non-charter California public schools related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

### **Medication in School**

OCEAA adheres to Education Code Section 49423 regarding administration of medication in school.

## **Vision/Hearing/Scoliosis**

OCEAA adheres to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the school.

## **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

## **School Facilities**

OCEAA frequently assesses the safety of the school site using the state, county and city guidelines. Regular preventative maintenance is performed to ensure the structural integrity of our building and equipment.

OCEAA maintains a safe school plan that is reviewed on an annual basis. This plan ensures that all of our auxiliary services (food services, transportation, custodial services, hazardous waste, etc.) are safe.

## **Emergency Preparedness**

OCEAA adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the OCEAA site. This handbook includes responses to the following situations: fire, flood, earthquake, terrorist threats, and hostage situations.

## **Blood borne Pathogens**

OCEAA meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).



Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

### **Drug-Free/Smoke-, Alcohol-, and Smoke-Free Environment**

~~OCEAA maintains a drug and alcohol and smoke-~~The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

### **Procedures**

OCEAA has adopted and maintains procedures detailed in the Employee Handbook to implement the policy statements listed above. This includes due process for employees and complaint procedures.

OCEAA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. OCEAA has developed and shall disseminate at least annually to pupils, parents, and employees a comprehensive policy to prevent and remediate in a timely manner any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, student to student, and student to employee misconduct), as well as comprehensive policies to address any type of discrimination, harassment, or bullying and complaints of unlawful pupil fees. OCEAA takes misconduct of this nature very seriously and will address such misconduct in accordance with its adopted policies and procedures.

**ELEMENT 7**

## ~~VI. DISPUTE RESOLUTION~~

~~Governing Law: The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter—California Education Code Section 47605(b)(5)(N)~~

### ~~Disputes Between the District and OCEAA~~

~~OCEAA and the District will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.~~

~~In the event formal disputes arising that relate to provisions of this charter between the District Board of Education and OCEAA, the following procedures have been established:~~

~~In the event that the District determines that OCEAA has violated the Charter and proposes as a result of such violation to revoke the Charter, the District and the Charter School have a face-to-face meeting within 10 days of the Superintendent's and/or designee's determination that a violation has occurred. Present in the face-to-face meeting shall be at least the Superintendent of the District or designee, on behalf of the District, and OCEAA's Principal, on behalf of the Charter School. If after such meeting, the District determines that a violation has occurred which requires a cure, the District sends a formal written notification to OCEAA outlining the violation and demanding the violation be cured. OCEAA then has a reasonable amount of time not to exceed thirty (30) days after the date such formal written notice was sent (the "Notice Date") to cure the violation. If it cannot be cured within the time period specified by the District, the parties may agree to another predetermined time to commence to cure and diligently prosecute the cure to completion.~~

~~The parties shall continue to use their best efforts to resolve the dispute.~~

~~Thereafter, revocation of the charter may be commenced by the District in accordance with Education Code Section 47607 or applicable law.~~

### ~~Internal Disputes~~

~~Except those disputes between the District and OCEAA relating to provisions of this charter, all disputes involving OCEAA are resolved by OCEAA according to OCEAA's own internal policies.~~

### ~~Teachers' Union~~

OCEAA recognized the teachers' union in June 2009, and terms and conditions of employment "not inconsistent" with the ~~charter~~ may be negotiated with the union.

## ~~VII. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION~~

### ~~POLICIES~~

#### ~~STUDENT ADMISSIONS POLICIES AND PROCEDURES~~

~~*Governing Law: Admission Requirements, if applicable-Education Code Section 47605(b)(5)(H)*~~

~~OCEAA admits all pupils who wish to attend OCEAA up to capacity. No test or assessment is administered to students prior to acceptance and enrollment into OCEAA.~~

~~Pupils are considered for admissions without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level.~~

~~The application process is comprised of the following:~~

- ~~● Parent attendance at a school orientation meeting~~
- ~~Completion of a student enrollment form~~
- ~~● Parent signature of Home School Contract~~
- ~~● Proof of Immunization~~
- ~~● Home Language Survey~~
- ~~● Completion of Emergency Medical Information Form~~
- ~~● Proof of minimum age requirements, e.g. birth certificate~~

~~Applications are accepted during an open enrollment period from March 1<sup>st</sup> to March 15<sup>th</sup> for enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.~~

~~Enrollment priority in the case of a public random drawing is allowed in the following priority order:~~

- ~~1.— Siblings of currently enrolled students~~
- ~~2.— Children of OCEAA employees~~
- ~~3.— District residents~~
- ~~4.— All other applicants~~

~~At the conclusion of the lottery, all students who were not granted admission due to capacity are given the option to put their name on a wait list according to their draw in the lottery. This wait list (see Exhibit U) will allow students the option of enrollment in the case of an opening during the school year.~~

~~In no circumstance does a wait list carry over to the following school year.~~

### ~~**NON-DISCRIMINATION**~~

~~Governing Law: The means by which OCEAA-the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of OCEAA-the school district to which the charter petition is submitted.~~

~~submitted—~~California~~-California Education Code Section 47605-(b)(5)(G)~~

OCEAA considers pupils for admission without regard to the characteristics listed in [Education Code](#) Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level. OCEAA strives, through recruiting, to achieve a racial and ethnic balance of students that reflects the general population of the District (see Table 6.1). OCEAA rigorously recruits students in impacted areas and provides assistance to families in completing and returning registration applications.

**Table 6.1 Student Demographics (Source: CDE DataQuest 2013-14 Enrollment)**

	<a href="#">Hispanic or Latino</a>	<a href="#">American Indian or Alaska Native</a>	<a href="#">Asian</a>	<a href="#">Pacific Islander</a>	<a href="#">Filipino</a>	<a href="#">African America</a>	<a href="#">White</a>	<a href="#">Two or More Races</a>	<a href="#">Not Reported</a>
<a href="#">OCEAA</a>	<a href="#">85.6%</a>	<a href="#">0.1%</a>	<a href="#">0.7%</a>	<a href="#">0.0%</a>	<a href="#">0.0%</a>	<a href="#">1.2%</a>	<a href="#">4.9%</a>	<a href="#">0.0%</a>	<a href="#">7.2%</a>
<a href="#">SAUSD</a>	<a href="#">90.7%</a>	<a href="#">0.1%</a>	<a href="#">2.6%</a>	<a href="#">0.1%</a>	<a href="#">0.3%</a>	<a href="#">0.3%</a>	<a href="#">2.7%</a>	<a href="#">0.6%</a>	<a href="#">0.7%</a>

<b>Demographics</b>	<b>African-American</b>	<b>Asian</b>	<b>Hispanic or Latino</b>	<b>White</b>
<b>OCEAA</b>	<b>4%</b>	<b>1%</b>	<b>86%</b>	<b>9%</b>
<b>SAUSD</b>	<b>1%</b>	<b>3%</b>	<b>95%</b>	<b>2%</b>

OCEAA’s Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including newspaper and television. The marketing plan also includes the preparation and distribution of recruiting materials in English and Spanish. OCEAA will develop applications in other languages, as needed.

The Outreach Plan schedules dates, times, and locations of open houses, informational meetings, and other activities in a manner which ~~insures~~[ensures](#), to the extent possible, that all interested families are able to attend.

OCEAA aims to enhance the instructional program and outreach through partnerships with the Orange County ~~High~~ School of the Arts, the Pacific Symphony, the Orange County Museum of Art, The Wooden Floor (Saint Joseph’s Ballet), El Centro Cultural de Mexico, Mexican Consulate, Santa Ana Arts Council, Santa Ana Arts organizations, Orange County Performing Arts Center, as well as regional colleges and universities such as California State University, Fullerton, Santa Ana College, Chapman University and the University of California, Irvine.

OCEAA provides an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District and steps taken to ensure a racial and ethnic balance as described herein. The annual report disaggregates racial and ethnic class, free and reduced lunch participation percentage, English Learners, and includes the percentage versus total of those who applied and those who were admitted.

**PUPIL PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

**ELEMENT 8**

~~The public school attendance alternatives for pupils residing within OCEAA district who choose not to attend charter schools.— Education Code Section 47605(b)(5)(L)~~

~~Students who reside within the District who choose not to attend the charter school may attend a school within their school of residence according to District policy or at another school district or school within the District through the District’s intra and inter-district policies. Parents and guardians of each student enrolled in the charter school are informed that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.~~

**SUSPENSION AND EXPULSION PROCEDURES**

Governing Law: Admission requirements, if applicable.

California Education Code Section 47605(b)(5)(H)

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OCEAA admits all pupils who wish to attend OCEAA up to capacity. No test or assessment is administered to students prior to acceptance and enrollment into OCEAA or for continued enrollment at OCEAA.

OCEAA shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to OCEAA, nor shall any course credit or privileges related to OCEAA education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Pupils are considered for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level.



The application process is comprised of the following:

- Parent attendance at a school orientation meeting
- Completion of a student enrollment form (which asks only for student and parent legal names, birthdate, address, district of residence, previous school, and grade of student)
- Proof of minimum age requirements, e.g. birth certificate

Applications are accepted during an open enrollment period from March 1st to March 15th for enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.

Enrollment priority in the case of a public random drawing is allowed in the following priority order:

1. Siblings of currently enrolled students
2. Children of OCEAA employees
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity are given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the school year.

In no circumstance does a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on OCEAA's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. OCEAA will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

After being accepted for admission, pupils/parents/guardians will be given a specified period of time after notification of admission to submit a completed enrollment package, which may include, but is not necessarily limited to:

- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form

Failure to submit the completed enrollment packet by the specified deadline will result in that pupil forfeiting his/her admission position, and admission will be offered to the next person on the waitlist.



## ELEMENT 9

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ general accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

California Education Code Section 47605(b)(5)(I)

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An annual independent financial audit of OCEAA's books and records shall be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The audit shall verify the accuracy of OCEAA's financial statements, attendance and enrollment accounting practices, and reviews OCEAA's internal controls. The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

These financial audits shall be conducted by an independent auditor, who is included on the State Controller's approved list of independent auditors. The auditor will verify the accuracy of the School's financial statements, accounting practices, revenue-related data collection and reporting practices and will review the School's internal controls. The audit will include a review of ADA as reported by OCEAA. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that the School's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. OCEAA agrees to resolve outstanding issues from the audit prior to the completion of the auditor's final report. The audit will be completed and submitted to the District, the California Department of Education, the State Controller and the Orange County Superintendent of Schools by December 15th following each school year or at a mutually agreed upon earlier date. OCEAA will provide interim financial data required by the District to fulfill its obligation to the county and state.

In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and invoice OCEAA for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

The audit is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, OCEAA shall bear the cost of the audit.

OCEAA will notify the District of any pending litigation or legal action taken against OCEAA within 30 calendar days of OCEAA receiving said notice.

OCEAA agrees to use appropriate and acceptable financial reporting formats that are in compliance with CDE specifications. This includes: Cash Flow, Multi-year Budget Projections, Interim reports, Current Year Budget Assumptions and the Charter School Unaudited Actuals Financial Report Form.

## ELEMENT 10

Governing Law: *The procedures by which pupils can be suspended or expelled.*

~~expelled—California~~ California Education Code Section 47605-(b)(5)(J)

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Compliance with the procedures set forth in this Element 10 of the Charter shall be the only process for OCEAA to involuntarily dismiss, remove, or otherwise exclude a student who attends OCEAA from further attendance at OCEAA.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at OCEAA. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School faculty and support staff co-created the school wide discipline policies and procedures and annually convene to review and update the policies. As part of the review process, input from parents via the FSO is solicited and included as deemed necessary. School staff enforce disciplinary rules and procedures fairly and consistently amongst all students. The Principal ensures that this Policy and its Procedures are distributed and accessible to parents on the school's web site as part of the Family School Handbook and clearly ~~describe~~ describes discipline expectations. Notice is given that this Policy and Administrative Procedures are also available on request at the Principal's office. Parents/Guardians and students sign ~~in~~ an agreement to uphold the school's discipline policies and procedures as part of the annual enrollment process.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

Corporal punishment is not used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act (IDEIA), or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCEAA follows Section 504 of the Rehabilitation Act and Individuals with Disabilities in Education

Improvement Act (IDEIA) when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCEAA shall continue to coordinate and communicate with the District any discipline of a student with a disability under the IDEIA or who is suspected of having a disability under the IDEIA.

A. ~~A.~~ Definitions (as used in this policy):

1. "Board" means governing body of the Charter School
  2. "Expulsion" means dis-enrollment from the Charter School
  3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
  4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
    - a. ~~a.~~ Reassignment to another education program or class at the ~~charter school~~ Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level.
    - b. ~~b.~~ Referral to a certificated employee designated by the Principal to advise pupils.
    - c. ~~c.~~ Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.
    - d. ~~5.~~ "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.
    - e. ~~6.~~ "School" means the Charter School.
- B. ~~B.~~ Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at OCEAA, at any other school or a School sponsored event at ~~anytime~~ any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off OCEAA campus; d) during, going to, or coming from a school-sponsored activity.

C. ~~c.~~ Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator of designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Made terrorist threats against school officials and/or school property.
17. Committed sexual harassment.
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
19. Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.

20. Failure to comply with the requirements and policies stated in the OCEAA School-Family Handbook.

The above list is not exhaustive and, depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

D. D.—Suspension Procedure

Suspensions are initiated according to the following procedures:

1. Informal Conference

Suspensions are preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student are notified of the student's right to return to school for the purpose of a conference.



At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present his or her version and evidence in his or her defense.

This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil is not contingent upon attendance by the pupil's parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice states the specific offense committed by the student. In addition, the notice ~~may~~ shall also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, do not exceed five (5) consecutive school days per suspension. If the pupil is recommended for expulsion, the suspension shall extend through the ~~10-10-~~ day opportunity to appeal period. If the expulsion is appealed, the pupil and the pupil's guardian or representative ~~are~~ is invited to a conference to determine if the suspension for the pupil should be extended pending an appeal hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an appeal hearing.

### E. ~~E.~~ Authority to Expel

A student may be expelled either by the Principal, or if appealed, by the OCEAA Board following an impartial hearing before an Administrative Panel (the "Expulsion Hearing Panel" or "Panel") appointed by the OCEAA ~~Board~~ Principal as needed. The Panel ~~should~~ shall consist of at least three ~~members~~ impartial school administrators, all holding valid California administrative services credentials and selected by OCEAA administrative staff. One administrator will be invited from the student's home district. No district may have more than one representative on the panel. No OCEAA

administrator shall be a panel member. The Panel may recommend expulsion, recommend no expulsion, or recommend other non-expulsion disciplinary measures.

F. ~~F.~~ Expulsion Procedures

The steps in the expulsion procedure are as follows:

1. ~~1.~~ The Principal may recommend expulsion of a pupil and shall give notice to the parent or guardian.
2. ~~2.~~ The parent or guardian shall have ten days from that notice to appeal the Principal's recommendation for expulsion. If the parent or guardian does not appeal the expulsion recommendation in a timely manner, the expulsion becomes final and the pupil is expelled.
3. ~~3.~~ If appealed, an impartial Expulsion Hearing Panel shall hear the appeal and any evidence presented, and shall issue a report and recommendation to the OCEAA Board.
4. ~~4.~~ The OCEAA Board shall consider the report and recommendation in closed session, and shall make the final determination on the expulsion appeal.

Unless postponed for good cause, the appeal hearing shall be held within thirty (30) school days after the ~~Principal determines that the Pupil has committed an expellable offense and recommends expulsion.~~ parent/guardian appeals the Principal's expulsion recommendation.

The expulsion appeal hearing is presided over by the chair of the Expulsion Hearing Panel.

Written notice of the appeal hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it is deemed served upon the pupil. The notice shall include:

1. The date and location of the appeal hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed is based;
3. A copy of OCEAA's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;

5. Notification of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by counsel or an advocate, and to present evidence;
6. Notification of the of the right to inspect and obtain copies of all documents to be used at the hearing;
7. Notification ~~of the~~ of the opportunity to confront and question all witnesses who testify at the hearing;
8. Notification ~~of the~~ of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

G. ~~G.~~ Record of Appeal Hearing

A record of the appeal hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate. The record shall be made by the chair of the Panel or her/his designee.

H. ~~H.~~ Presentation of Evidence

While formal rules of evidence do not apply to appeal hearings, evidence is admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

The Panel's report, recommendation, and findings of fact are based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel may be based solely on hearsay. Sworn declarations may be admitted as non-hearsay testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Panel shall be in the form of a written recommendation to the OCEAA Board who will make a final determination regarding the expulsion. The final decision by the OCEAA Board shall be made within ten (10) school days following the conclusion of the hearing, or at its next regularly-scheduled meeting, whichever is later. The OCEAA Board may from time to time adopt policies that modify the appeal hearing process, so long as the final expulsion determination is made by the Board.

I. ~~I.~~ Written Notice to Expel

The Principal, after close of the ten-day appeal period or, if appealed, following a decision of the OCEAA Board to expel, shall send a written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. Notice of the specific offense committed by the student.
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with OCEAA.

The Principal shall send written notice of the decision to expel to the Student's School District of residence, and the Santa Ana School District. This notice includes the following:

1. ~~a)~~ The student's name
2. ~~b)~~ The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

J. ~~J.~~ Disciplinary Records

OCEAA maintains records of all student suspensions and expulsions at the school. Such records shall be made available to the District upon request.

K. ~~K.~~ No Further Right to Appeal

The pupil shall have no further right of appeal from expulsion from OCEAA as the Board's decision to expel shall be final.

L. ~~L.~~ Expelled Pupils/Alternative Education

Pupils who are expelled are responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

M. ~~M.~~ Rehabilitation Plans

Students who are expelled from OCEAA are given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan ~~should~~ shall include a date not later than one year from the date of expulsion when the pupil may reapply to OCEAA for readmission.

N. ~~N.~~ Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school is in the sole discretion of the Board following a meeting with the Principal and the pupil ~~and~~/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the OCEAA environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the ~~school's~~ School's capacity at the time the student seeks readmission.

~~VIII. FINANCIAL PLANNING, REPORTING AND ACCOUNTABILITY~~

~~BUDGETS~~

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of District

OCEAA shall immediately notify the District and coordinate the procedures in this policy with the District when any student with a disability, or student for whom OCEAA or District would be deemed to have knowledge that the student had a disability, violates a code of student conduct, rule, or policy resulting in a suspension or recommendation of expulsion.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, rule, or policy, OCEAA, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

(A) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

(B) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If OCEAA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If OCEAA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- (A) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the District had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.
- (B) If a behavioral intervention plan has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.
- (C) Except in the case of a student removed to an interim alternative educational setting, OCEAA shall return the child to the placement from which the child was removed, unless the parent and OCEAA agree to a change of placement as part of the modification of the behavioral intervention plan.

If OCEAA, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the OCEAA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## ELEMENT 11

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.*

*California Education Code Section 47605(b)(5)(K)*

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The OCEAA board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and or PERS. Certificated employees of OCEAA shall be members of and participate in the California State Teachers Retirement System (STRS), to the extent permitted by STRS. Non-certificated employees of OCEAA shall be members of and participate in the Public Employment Retirement System (PERS), to the extent permitted by PERS. To the extent that any OCEAA employees are not permitted to participate in STRS and/or PERS, the affected employees shall participate in federal social security. The Principal or her/his designee shall be responsible for ensuring that appropriate arrangements for coverage have been made and complied with.



## ELEMENT 12

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

California Education Code Section 47605(b)(5)(L)

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Students who reside within the District who choose not to attend the charter school may attend a school within their school of residence according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in the charter school are informed that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

## ELEMENT 13

Governing Law: A description of the rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

California Education Code Section 47605(b)(5)(M)

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No public school district employee shall be required to work at OCEAA. Employees of the District who choose to leave the employment of the District to work at OCEAA will have no automatic rights of return to the District after employment by OCEAA unless specifically granted by the District through a leave of absence or other agreement. OCEAA employees shall have any right upon leaving the District to work at OCEAA that the District may specify, any rights of return to employment at the District after employment at OCEAA that the District may specify, and any other rights upon leaving employment to work at OCEAA that the District determines to be reasonable and not in conflict with any law.

## ELEMENT 14

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

California Education Code Section 47605(b)(5)(N)

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### Disputes Between the District and OCEAA

OCEAA and the District will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of OCEAA or the District's oversight obligations, or a dispute otherwise arises between the District and OCEAA, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- (2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.
- (3) If the violation or issue in question does not constitute a severe and imminent threat and the District has not decided to commence revocation procedures, the District will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will also constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the OCEAA representative will be the

OCEAA Principal. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to step 4. Any period of time agreed upon at the meeting for OCEAA to attempt to cure the issue shall be deemed and is agreed by OCEAA and the District to constitute the “reasonable opportunity to remedy the violation” provided for in Education Code Section 47607(d) prior to revocation of the Charter.

- (4) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

### **Internal Disputes**

The OCEAA Board will adopt policies and processes for airing and resolving disputes, other than those between the District and OCEAA which are covered above. Parents, students, Board members, volunteers and staff at OCEAA will be provided with a copy of OCEAA's policies and dispute resolution process.

The District will refer all disputes or complaints it receives not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCEAA's Principal for resolution according to OCEAA's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCEAA's Principal for resolution according to OCEAA's internal dispute resolution process. Should the District receive a complaint regarding OCEAA that is referred to OCEAA for investigation and/or resolution, OCEAA shall provide the District with updates regarding OCEAA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that OCEAA's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the School's board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

### **Teachers' Union**

OCEAA recognized the teachers' union in June 2009, and terms and conditions of employment “not inconsistent” with the Charter may be negotiated with the union.

## ELEMENT 15

Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).

California Education Code Section 47605(b)(5)(O)

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OCEAA has been deemed the exclusive public school employer of the employees of OCEAA for the purposes of the Educational Employment Relations Act (“EERA”). OCEAA shall comply with the EERA.

## ELEMENT 16

Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.

California Education Code Section 47605(b)(5)(P)

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The following procedures (“Closure Protocol”) shall apply in the event OCEAA ceases to be a charter school or otherwise closes, regardless of the reason for closure. In addition to the following procedures, OCEAA shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

Any decision to close OCEAA as a charter school operating pursuant to this Charter shall be documented by official action of the OCEAA Charter governing board (“Closure Action”). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the OCEAA Board votes to close OCEAA, or the Charter lapses. In the event of a Closure Action, OCEAA shall implement the following steps:

- A. OCEAA shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The OCEAA Board shall provide written notification to the District of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to who reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. OCEAA shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. OCEAA shall provide written notification of the Closure Action and the effective date of closure of OCEAA to the California Department of Education, the Orange County Department of Education, OCEAA’s SELPA, and the retirement systems in which OCEAA’s employees participate by registered mail within 72 hours of the Closure Action.
- E. On closure, OCEAA shall remain solely responsible for all liabilities arising from the operation of the Charter School.

- F. OCEAA Board shall ensure notification to the parents and students of OCEAA of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.
- G. The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.
- H. OCEAA will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at OCEAA if OCEAA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. Section 1232g. OCEAA will ask the District to store original records of Charter School students. If the District cannot do so, OCEAA will ask the County Office of Education for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- I. As soon as is reasonably practical, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, OCEAA shall prepare final financial records. OCEAA shall also have an independent audit completed by an independent auditor, and included on the State Controller's approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the District promptly upon completion. The auditor and audit shall comply with all of the requirements for OCEAA's annual audit as set forth in Element 9 of this Charter. In the case that OCEAA either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of OCEAA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by OCEAA shall be the responsibility of OCEAA and not the District. OCEAA understands and acknowledges that OCEAA will cover the outstanding debts or liabilities of OCEAA. Any unused monies at the time of the audit will be returned to the appropriate funding source. OCEAA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education

related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

- J. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the OCEAA Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the School and student transfers.
- K. The OCEAA Board shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code and file all necessary filings with the appropriate state and federal agencies.
- L. In addition to the final audit, OCEAA shall also submit any required year-end financial reports to the California Department of Education, the Orange County Department of Education, and the District, in the form and timeframe required.
- M. If OCEAA is operated by or as a nonprofit corporation, and the corporation does not have any functions other than operation of the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of OCEAA will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this



Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operation. OCEAA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCEAA breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

As specified in the attached Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Upon closure of OCEAA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by OCEAA would be unemployed and would have to seek employment elsewhere.

# MISCELLANEOUS PROVISIONS

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## Budget and Financial Reporting

*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation.*

*California Education Code Section 47605(g)*

Attached, as Exhibit ~~“M”~~, please find the following financial documents:

- ~~• A letter from the Charter School Management Corporation (CSMC) verifying OCEAA’s financial stability~~
- ~~• Monthly budget to actual report for the period ending January 31, 2010~~
- A projected 5-year budget including a 3% reserve for economic uncertainties
- Cash Flow for the next three years of operation

These documents are based upon the best data available to the petitioners at this time.

## FINANCIAL REPORTING

OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.

OCEAA records all revenues and expenses in ACCPAC accounting software or the Financial System approved by the District. All Governmental Funds of the Charter are reported using the modified accrual accounting method, measuring cash and all other financial assets that can be readily converted to cash. All reporting conforms to the requirements of GASB 34 and all other pertinent governmental accounting and auditing standards.

OCEAA provides financial reports, in the manner prescribed by California’s Standardized Account Code Structure (SACS), for the required September 15 report to the District and for the First and Second Interim Reports, Adopted Budgets, and Unaudited Actuals.

The Charter also provides an annual independent audit, including financial schedules in the aforementioned formats to the District, the County Board of Education, the Controller, and the California Department of Education.

Annually, no later than December 15th, the Charter School supplies the District with an annual

statement of assets and liabilities. It is expected that this information is included in the annual independent fiscal audit. However, in the event that it is not contained in the audit or the audit is not completed by this date, the Charter School shall submit a separate document to the District containing this information.

Annually, no later than July 1st, OCEAA submits a list of administrative positions along with their corresponding salaries.

### **INSURANCE**

~~The Charter School has acquired and financed general liability, workers compensation, and other necessary insurance of the types and in the amount of no less than ten million dollars. The District Board of Education has been named as an additional insured on all policies of the Charter School. The amount has been set forth in a separate memorandum of understanding between the District and the Charter School.~~

~~The Charter School shall provide evidence of the above insurance coverage to the District upon request or upon any change or cancellation of the insurance policies.~~

### **ADMINISTRATIVE SERVICES**

#### **Indemnification**

With the exception of the District's indemnification obligations related to the District's provisions of special education services as specifically described in this Charter's discussion of Special Education Services/Section 504, above, to the fullest extent permitted by law, OCEAA agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Santa Ana Unified School District and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of OCEAA, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other OCEAA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of OCEAA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this

Charter and/or in any way related to the operation or operations of OCEAA or of any other facility, program, or activity. The obligations of OCEAA to defend the Santa Ana Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCEAA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCEAA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

OCEAA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

OCEAA's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCEAA shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OCEAA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

## Insurance

OCEAA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Santa Ana Unified School District's risk manager and as specified below. OCEAA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end

OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations until OCEAA has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCEAA, throughout the life of the Charter, OCEAA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of OCEAA. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by OCEAA in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$20,000,000. This Professional Liability insurance and/or coverage must be "claims made" and not "claims made and reported."

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "Santa Ana Unified School District and the Santa Ana Unified School District Personnel") as additional insureds; (b) shall insure Santa Ana

Unified School District and Santa Ana Unified School District Personnel to the same extent as OCEAA; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of OCEAA's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by OCEAA; (d) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, OCEAA shall also provide the Santa Ana Unified School District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District's option.

The acceptance by the Santa Ana Unified School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of OCEAA or of any insurer or joint powers authority to the Santa Ana Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived. OCEAA shall provide to the Santa Ana Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery

of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

OCEAA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against OCEAA and/or any obligation of OCEAA under the foregoing provisions of this Charter.

Additionally, OCEAA shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

### Administrative Services

*Governing Law: The manner in which administrative services of ~~OCEAA~~ the school are to be provided.*

~~(California Education Code Section 47605(g))~~

A school site Principal assumes the lead responsibility for administering OCEAA under the policies adopted by OCEAA's Board of Directors. OCEAA provides or procures most of its own administrative services, including but not limited to financial management, personnel, and instructional program development. OCEAA currently contracts with Charter School Management Corporation (CSMC), a business and development company specializing in charter schools, for administrative and "back office" services including, but not limited to, the following:

- Complete Bookkeeping Services
- Budget Creation / Fiscal Planning Services
- Cash Flow Management
- Local, State, and Federal Reporting
- Audit and Compliance Preparation
- Payroll Services
- Employee Benefits

- [STRS and PERS Setup and Management](#)
- [Planning & Management](#)
- [Payroll Tax Payments](#)
- [Audit Preparations & Support](#)
- [LEA Plans](#)
- [Compliance Reporting to County & State Grantors](#)
- [Attendance Reporting](#)
- [Food Program - Implementation & Claims Reporting](#)
- [Training - Charter School Finance, Accounting & Operation Functions, Budgets, Financial Reports](#)
- [Quarterly & Annual Filings of Tax Forms \(IRS, EDD, etc.\)](#)
- [Property Tax Exemptions Filings](#)

If the Charter School were interested in discussing the possibility of purchasing some of these or other services from the District, the specific terms and cost for these services will be the subject of a memorandum of understanding (MOU) between OCEAA and the District and subject to District availability.

The OCEAA Nutrition Services Department participates with the National Free and Reduced Meals programs and provides all students the opportunity to enjoy a nutritious breakfast and lunch. All meals are prepared fresh daily on site by the Nutrition Services Staff and include a fresh fruit and vegetable bar option. The Nutrition Services Director writes the menus monthly which emphasize the importance of teaching families the life-long benefits of eating foods that meet and exceed the US Department of Agriculture, Food and Nutrition Services Guidelines. OCEAA's current breakfast and lunch participation rates far exceed the state averages of 20% for breakfast and 55% for lunch at 34% and 91% respectfully.

### **FACILITIES**

#### **Facilities**

*Governing Law: The facilities to be utilized by ~~OCEAA~~the school. The description of the facilities to be used by the charter school shall specify where ~~OCEAA~~the school intends to locate.*

~~(California~~ Education Code Section 47605(g))

#### **School Location**

This ~~charter~~Charter authorizes the operation of the Orange County Educational Arts Academy, a charter school which shall operate at ~~one-site~~two sites within the geographic boundaries of Santa Ana Unified School District, as authorized pursuant to Education Code Section 47605 *et seq.*

OCEAA's current facility is located at 825 N. Broadway in the heart of the Santa Ana Civic Center between the Artist's Village and the Museum Corridor in Central Orange County. It is surrounded by densely populated low socioeconomic neighborhoods.



The building is a K-8 facility totaling 43,400 sq. ft. It includes an 800 sq. ft. kitchen, 4,100 sq. ft. dining hall and an amply secured 8,300 sq. ft. play space. There are 26 classrooms, three mobile computer carts, a staff lounge, administrative offices, reception areas, a workroom, and ample storage and janitorial supply rooms. It was brought up to code for ADA compliance in 2002 and interior improvements were performed to meet current seismic requirements. Byer & Associates, Inc. conducted an appraisal of this property in January 2002 and it was determined by Byer & Associates that this site is suitable for the operation of a public school for grades K-8. In the summer of 2009, the building underwent renovations to accommodate two additional classrooms. All new construction was made observing current building codes and regulations.

OCEAA intends to add a second site for their program during the next term, conveniently located across the street from the current site at 822-828 Broadway Street. The Kindergarten Annex is a 9,685 square foot facility that has been leased for the purpose of housing both Transitional Kindergarten and Kindergarten. The facility contains six classrooms averaging 700 sq. feet and a play/lunch area consisting of approximately 2,100 sq. feet. The facility is currently undergoing tenant improvements and will tentatively open during the 2015-2016 school year. All construction is made observing current building codes and regulations.

The addition of the additional site for the Kindergarten Annex constitutes a material revision to OCEAA's Charter, which requires consideration by the District Governing Board at a public hearing, and approval by the District Governing Board. This material revision is being considered and acted upon as part of and simultaneous with the renewal of OCEAA's Charter.

OCEAA understands that any addition, expansion or relocation of OCEAA's school site(s) shall constitute a material revision of the OCEAA Charter and can only occur with approval by the District Governing Board of such material revision, following the procedures and standards of the Charter Schools Act, specifically including a public hearing and action at a public meeting of the District Governing Board. OCEAA shall not expand beyond or move from the two sites specified in this section of this Charter, nor shall it open a "satellite," "sister," or similarly affiliated school, away from these sites, without the express approval of the District Board as a material revision to this Charter.

OCEAA complies with the requirement of Education Code Section 47610 by utilizing facilities that comply with the California Building Standards Code as adopted and entered by the local building enforcement agency with jurisdiction over the area in which the Charter School is located. Regular maintenance and operations are provided by OCEAA's custodial staff.

## Transportation

### TRANSPORTATION

Transportation to and from school is the sole responsibility of the families who choose to attend OCEAA, except as required by law, including, but not necessarily limited to, the IDEIA and the McKinney-Vento Homeless Education Assistance Act. Public transportation, and information

regarding public transportation, is readily available for families wishing to attend OCEAA.

## **AUDITS**

### **Potential Civil Liability Effects**

*~~Governing Law: The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority—California Education Code Section 47605(b)(5)(I)~~*

~~OCEAA facilitates an annual independent audit of OCEAA's financial affairs. The Board selects and oversees an auditor with, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.~~

~~The audit verifies the accuracy of OCEAA's financial statements, attendance and enrollment accounting practices, and reviews OCEAA's internal controls. The audit is conducted in accordance with generally accepted accounting principles applicable to OCEAA. The annual audit is completed four months after the close of the fiscal year and a copy of the auditor's findings is forwarded to the District, the County Superintendent of Schools, the State Controller and to the CDE by December 15<sup>th</sup> each year. OCEAA's Principal along with an audit committee reviews any audit exceptions or deficiencies and reports to OCEAA Board with recommendations on how to resolve them. OCEAA Board submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District. Any disputes regarding the resolution of audit exceptions and deficiencies are referred to the dispute resolution process contained in this Charter.~~

*Governing Law: Potential civil liability effects, if any, upon ~~OCEAA~~ the school and upon the District.*

~~*California Education Code Section 47605(g)*~~

## **POTENTIAL CIVIL LIABILITY EFFECTS**

### **Intent**

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.

### **Civil Liability**

OCEAA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section

23701d. One of the objectives of the corporation is to provide public education for residents of the State of California, in accordance with the Charter Schools Act, California Education Code Section 47600, *et seq.*

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. OCEAA's Articles of Incorporation are attached as Exhibit ~~W in addition to a draft Certificate of Amendment of Articles of Incorporation to reflect changes to the name, purpose and membership of the Corporation, which are in process.~~ "J." OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.

~~Further, OCEAA and the District shall maintain a memorandum of understanding which shall provide for indemnification of the District.~~

The corporate bylaws of OCEAA provide for indemnification of OCEAA's Board of Directors, officers, agents, and employees, and OCEAA will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of the insurance company for schools of similar size, location, and type of program. The District is named an additional insured on the general liability insurance of the Charter School.

The Board of Directors of OCEAA has instituted appropriate risk management practices, including screening of employees, establishing codes of conduct for students, staff, and participating families, and procedures governing financial transactions and dispute resolution.

#### ~~IX. CONCLUSION~~

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#### ~~CHARTER TERM AND RENEWAL~~

~~OCEAA's initial Charter was from January 21, 2005 for a period of three years. A two-year extension was granted from April 8, 2008 to June 30, 2010. The renewal term of this Charter shall commence on July 1, 2010 for a five-year period through and including June 30, 2015. The Charter shall be submitted and considered for renewal in accordance with Education Code section 47607. Exhibit A includes several letters of support for OCEAA's renewal.~~

#### ~~INSPECTIONS~~

#### Inspections

Inspection or observation of any part of OCEAA may be conducted by SAUSD at any time, ~~but SAUSD shall provide reasonable notice to the Principal prior to any observation or inspection~~ with or

without prior notice. Third party inspections, observation monitoring and oversight activities may not be conducted on behalf of SAUSD without the mutual consent of the OCEAA Board, except with respect to persons or entities with whom District may contract for the provision of services to students with exceptional needs.

### Notices

All notices, consents, demands, or another communications for one party or the other required or permitted in this Charter shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier (or the next succeeding business day if delivered on a non- business day), on the date set forth on the receipt of a telecopier or a facsimile (or the next succeeding business day if received by telecopier or facsimile on a non-business day), or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the District:

Santa Ana Unified School District  
Attn: Deputy Superintendent, Operations  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

To OCEAA:

Orange County Educational Arts Academy  
Attn: Principal  
825 N. Broadway  
Santa Ana, CA 92701

### Material Revisions

Material revisions shall be made pursuant to the standards, criteria and timelines as provided by Education Code Section 47605 and 47607.

### Business and Operations Management

OCEAA shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to OCEAA and/or the OCEAA corporation including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. OCEAA shall also maintain its own separate and distinct bank account(s), and OCEAA's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations.

At all times OCEAA shall submit financial reports for OCEAA as a distinct LEA and have audits performed on the financial statements of OCEAA. In areas where overlap in purchasing or resource allocation might occur between OCEAA and any other school(s) or entities that might be operated by or associated with the OCEAA corporation, OCEAA shall develop Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities and provide the Financial Policies and Procedures to the District and obtain the Superintendent or designee's approval of these Financial Policies and Procedures, prior to any such overlap or sharing. In no event shall OCEAA develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or any MOU or other agreement between OCEAA and the District. The Financial Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs. Such financial policies shall include a means of assuring that all funds generated by and attributable to the OCEAA Charter School authorized pursuant to this Charter will be maintained and expended for the educational benefit of the students at this School.

Should the OCEAA corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the OCEAA school authorized pursuant to this Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, OCEAA shall provide to the District a calculation of all costs projected to be shared between OCEAA and any other OCEAA operated school(s)/entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, OCEAA shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in OCEAA's financial records and reviewed as part of OCEAA's annual fiscal audit.

### **Information Exchange**

OCEAA agrees to permit the District to inspect and receive copies of all records relating to the operation of OCEAA, including financial, personnel, and pupil records. OCEAA shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"); however, the District's right to inspect and receive OCEAA records is not based on the CPRA, but is based on the District's oversight role over OCEAA.

### **Term**

OCEAA may submit a request for renewal of its Charter between October 1, 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding OCEAA's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. OCEAA understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created

internally be OCEAA) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. OCEAA further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and OCEAA may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

OCEAA is encouraged to consult with the District regarding submittal of a draft of the renewal request prior to the formal submittal of any renewal request in order to provide additional time for District review and comment, and for the parties to work cooperatively on any outstanding issues relative to OCEAA's operations or the Charter document. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the District's sole discretion.

The District Governing Board delegates to the Superintendent or designee and the OCEAA Board delegates to the Principal or designee authority to waive or extend the timelines in this Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of this Charter.

### **Debts and Obligations**

OCEAA shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

OCEAA shall have no authority to enter contracts for or on behalf of the District. Any contracts,

purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be OCEAA's sole responsibility.

OCEAA shall require that the following language is included in any and all contracts it enters into:

The Orange County Educational Arts Academy shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be the Orange County Educational Arts Academy's sole responsibility.

### **Independent Entity**

OCEAA and its officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. OCEAA and the District shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of OCEAA

### **Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

### **Parent Complaint Letter**

A group of OCEAA parents submitted to the District Governing Board a letter dated June 3, 2015, setting forth a number of concerns and complaints about OCEAA and its operations, including, but not limited to, allegations that OCEAA is charging unlawful pupil fees, that OCEAA is not complying with requirements for the National School Lunch Program, and staffing and educational program implementation issues. OCEAA has provided some responses/defenses to the allegations made in the parent letter, and the District administration is in the process of analyzing the issues raised by the parents. OCEAA must respond to the District Superintendent or designee's sole satisfaction to all of the issues and allegations raised in the parent complaint letter and resolve them to the District Superintendent or designee's sole satisfaction by no later than September 30, 2015, including, but not necessarily limited to, remediation of any issues of concern to the District and/or by obtaining appropriate material revisions to this Charter to address issues and concerns. The District Superintendent or designee may also set shorter timelines within that overall time limit for OCEAA to respond to and/or remediate any particular issue(s) raised in the parent complaint letter. OCEAA's failure to resolve and remediate any issue(s) to the District Superintendent or designee's sole satisfaction

by the specified date shall constitute a material violation of this Charter, and OCEAA hereby specifically acknowledges that this period of time constitutes a “reasonable opportunity” to remedy these issues, as that term is used in Education Code Section 47607(d).



# CONCLUSION

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## AMENDMENTS

~~OCEAA will seek approval by the District for any material revisions to the charter in accordance with Education Code 47607. The OCEAA Board will approve any minor revisions and the District will be updated annually.~~

## FIVE YEAR STRATEGIC PLAN

~~For the next five years, OCEAA will utilize the Strategic Plan for Academic Achievement developed with Insight Educational Group, Inc. Yearly adjustments to the plan will be made based on student achievement data, feedback from staff and families through annual surveys and current research-based best practices. In addition, OCEAA is proud of the work it has done to offer an excellent educational option to families in the region. We look forward to building on our successes as well as capitalizing on opportunities for growth over the course of our next five year term.~~

OCEAA will continue to work closely with the SAUSD staff as well as the Orange County Department of Education to ensure the academic needs of all of OCEAA's students are met. All OCEAA stakeholders will partake in and be informed about our planned goals.

We ask that the SAUSD School Board grant this renewal petition for the Orange County Educational Arts Academy. By approving this charter renewal, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools.

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	6/17/2015 5:11:17 PM
Comparison Time	5.12 seconds
compareDocs version	v3.4.15.4

Sources	
Original Document	C:\Users\rxd\AppData\Local\Temp\DocsCorp\pdfDocs compareDocs\Document\026\CLEAN - OCEAA-FinalCharterRenewal8march10 KC 061715.docDMS Information
Modified Document	C:\Users\rxd\Documents\Clients\!DFH\SAUSD (5382)\OCEAA (.430)\Final_Clean_OCEAA Charter Renewal Petition_061715_kbl.docxDMS information

Comparison Statistics	
Insertions	1000
Deletions	289
Changes	179
Moves	281
TOTAL CHANGES	1749

Word Rendering Set Markup Options	
Name	Change Bars
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthorcolor options]
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print

Remove Personal Information	Word	False
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*Charter Renewal Petition for the  
**Orange County Educational Arts Academy**  
A California Public Charter School  
July 1, 2015 – June 30, 2020*



*Submitted to  
Santa Ana Unified School District  
April 14, 2015*

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### Exhibits

- Exhibit A: CDE DataQuest Reports
- Exhibit B: Sample Pacing Guides
- Exhibit C: Guiding Principles for Dual Language Immersion
- Exhibit D: Professional Development Plan
- Exhibit E: National Core Arts Standards Framework
- Exhibit F: LCAP
- Exhibit G: RTI
- Exhibit H: 504 Policy
- Exhibit I: Academic School Calendar and Bell Schedule
- Exhibit J: Articles of Incorporation and Bylaws
- Exhibit K: Board of Directors
- Exhibit L: Organizational Chart
- Exhibit M: Financial Information

# INTRODUCTION

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This Renewal Petition presented to the Santa Ana Unified School District (SAUSD) represents the belief that charter schools provide an opportunity for students to develop talents that may not be accessed in a traditional school setting. Charter schools, in an effort to continue the improvement of the public educational system, provide creative and individualized educational programs that address the unique needs of the students they serve.

California Education Code 47601 provides opportunities for educators, parents, learners and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- Improve pupil learning
- Increase learning opportunities for all learners, with special emphasis on expanded learning experiences for learners who are identified as academically low achieving.
- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for educators, including the opportunity to be responsible for the learning program at the school site.
- Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- Hold school established under the Charter Schools Act of 1992 accountable for meeting measurable learner outcomes, and provide schools with a method to change from rule-based to performance-based accountability systems.
- Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The Orange County Educational Arts Academy (OCEAA) was founded in 2005 as a grass-root endeavor undertaken by parents, committed educators, and community members who envisioned an instructional program that is committed to student academic achievement through the development of the arts, technology, language, and culture.

OCEAA is entering its 10th year and doing an amazing job preparing students to be global citizens through the arts, technology and world languages and cultures.

Our vision is for all students to show continuous improvement toward meeting or exceeding grade-level standards. We believe OCEAA offers a unique educational opportunity that infuses art, technology, language and culture into the curriculum to prepare our children to be the future leaders of our society. We work diligently to provide a safe and positive learning environment in which our students participate in enriching experiences designed to help them grow and develop academically, socially, and emotionally before, during and after school. We model and require all students to demonstrate behavior that is Organized, Respectful, Careful and Accepts Responsibility – following the O.R.C.A. Way!

Through collaboration of staff, parents, and the community, we are fostering strong foundations

that empower our students to become responsible and productive citizens. Education is most successful when families and schools work together. Our parents and guardians take an active role as educational partners by joining the OCEAA FSO, volunteering at school, checking PowerSchool regularly, attending all conferences and meetings, supporting school policies and participating in our family events. Robust and enduring stakeholder engagement has been a critical asset to OCEAA's success and is now embedded in our school culture.

We believe the OCEAA community is strengthened by diversity. Our families come from a variety of heritage groups that tie their lineage to countries throughout the world. As such we value the many languages that are spoken in our homes and our experience with cultures is an invaluable benefit. Cultural diversity just scratches the surface. Our learning styles, interests, passions and aptitudes are equally diverse and enriching to our school. We strive to value all types of diversity and utilize our diverse experiences and interests to prepare students to live, study and work in an interconnected, globally integrated society.

OCEAA is pleased with its journey thus far, but also embraces change. A constantly evolving educational program is an inherent part of being effective in the 21<sup>st</sup> century. In our next renewal term we will focus on:

- Continuing to develop rigorous curriculum aligned to the Common Core Standards that integrates art, technology, language and culture.
- Continuing to increase the use of technology as an instructional tool.
- Continuing to provide our students with opportunities to collaborate and express themselves through the fine arts.
- Refining our ORCA SPLASH, which promotes positive discipline and re-teaching of negative behaviors.

### **OCEAA Accomplishments**

At OCEAA we have much to be proud of. First and foremost, we have demonstrated significant student achievement gains (detailed below). This is, of course, the most important metric in determining our success as an educational institution and OCEAA takes this obligation very seriously. We have been proactively refining our program to make sure students become proficient in the new Common Core Standards and expect to see continued growth in our next term. Our focus on biliteracy and global citizenship is stronger than ever with incredible results from our immersion program. We are confident that we will continue to provide our students with a 21<sup>st</sup> century education through the arts, technology, language, and culture.

OCEAA has also fostered a powerful school culture that is exciting and effective, but not only in terms of academic achievement. We would like to highlight our success in maintaining and growing professional partnerships as well as bolstering our arts and technology programs as these truly round out our school and provide for the engaging and unique "glue" that makes OCEAA strong. We have had great success over the last five years; below are some highlights:

### **Ongoing Partnerships**

- Arts Advantage
- The California Arts Project
- Orange County Performing Arts Center
- Orange County Museum of Art
- Orange County High School of the Arts
- Ocean Institute
- Discovery Science Center
- Bower's Museum
- House of Blues, Anaheim
- International House of Blues Foundation Action for the Arts
- Broadway on Tour
- The Wooden Floor
- Barnes & Noble Arts Yearly Fundraiser
- Orange County Department of Education's Outdoor Science School
- Apple Valley Collaboration
- Tanaka Farms Community Supported Agriculture Project
- Canned Food Drives - Second Harvest Food Bank
- Giving Trees - Western Youth Services
- Brownies
- Girl Scouts
- TEAMS AmeriCorps
- Friday Night Live
- GIRLS, Inc.
- Santa Ana College
- University of California, Irvine Credential Program
- The California Reading and Literature Project
- Orange County Music and Arts Administrators
- Los Angeles Times
- Lesley University
- Downtown Inc.
- UCI Creative Connections
- Give Art with your Heart Drive

### **Technology Achievements**

- Installed new business class wireless network to support 1-1 student to device initiatives
- Opened OCEAA computer labs
- Implemented EasyTech and TechSteps student technology skills program
- Implemented Type-to-Learn keyboarding skills program
- Started fireworks fundraiser for technology
- Implemented student electronic registration system
- Implemented iPad use for instruction in Grades 8, 6, and 5
- Upgraded computer lab with 32 new computers with funding from the Disney Grant



- Awarded BIIG Grant for Internet Connectivity upgrades. Connection to the Internet will be upgraded to 1 Gbps.
- Implemented Google Apps for Education
- Implemented Standards Based Report Card for Transitional Kinder
- Implemented use of Chrome books for instruction Grade 7
- Upgraded Electronic Registration System

### **Arts Achievements**

- End of Year Extravaganza/ Holiday Extravaganza
- OCMA Family Day
- Noche de Altares 2012, 2013, 2014
- Middle school art specialists hired
- New mariachi program
- Donors choose ukuleles donated
- Approximately \$4,000 in instruments donated from House of Blues
- Student Sound Crew
- Chapman Holocaust Contest Students acknowledged and one student finalist.
- Grammy Award winning Quetzal concert
- Student service learning project in 7/8th grade
- Pacific Symphony Class Act program
- Disney Arts Grant \$30,000
- Orange County Dance Educator of the Year Elementary Alondra Diaz 2014
- Orange County Dance Educator of the Year Secondary Erica Vicario 2014
- Orange County Arts Administrator of the Year Linda Hardman Greene 2014
- Bowers Field trip grants for all students
- Bowers docent program (docents bring the museum to the classroom)
- El Centro (son jarocho music partnership)
- Creative Connections Artwalk Presentation

OCEAA is excited for the next chapter of our charter. We know that we have strong systems in place, quality people dedicated to our work, and a clear vision for what comes next. Our 2015-2020 term will be the best yet.

### **Charter Renewal Criteria**

#### **Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(b)(1)**

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.

- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

**Analysis of Charter Renewal Criteria**

OCEAA has attained its API growth target in two of the last three years that the API was calculated, both school wide and for all groups of pupils served by the charter school, meeting the requirement of Education Code Section 47607(b)(1). OCEAA’s API growth score in 2011 and 2012 exceeds the growth targets established for those years with a 17 point jump and a 26 point jump respectively. Furthermore, OCEAA was ranked a “4” on the statewide API the last two years that the API was calculated, meeting the requirement of Education Code Section 47606(b)(2). The following shall serve as documentation confirming that OCEAA meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b) (Also see Exhibit “A”: CDE DataQuest Reports, 2011-2014):

In the 2010-11 school year, OCEAA had three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the table below:

<b>2010-11 API Growth Scores: School Wide and Significant Student Subgroups</b>			
<b>Groups</b>	<b>API Growth</b>	<b>API Growth Target (Actual Growth)</b>	<b>Met Group’s Growth Target?</b>
School Wide	768	5 (+17)	Yes
Hispanic or Latino	755	5 (+17)	Yes
Socioeconomically Disadvantaged	751	5 (+25)	Yes
English Learners	720	5 (+16)	Yes

Source: CDE DataQuest, accessed March 2015

In the 2011-12 school year, OCEAA had the same three numerically significant student subgroups: Hispanic/Latino, Socioeconomically Disadvantaged, and English Learners. School wide and numerically significant student subgroup API performance data is demonstrated in the

table below:

<b>2011-12 API Growth Scores: School Wide and Significant Student Subgroups</b>			
<b>Groups</b>	<b>API Growth</b>	<b>API Growth Target (Actual Growth)</b>	<b>Met Group's Growth Target?</b>
School Wide	794	5 (+26)	Yes
Hispanic or Latino	784	5 (+29)	Yes
Socioeconomically Disadvantaged	769	5 (+18)	Yes
English Learners	748	5 (+28)	Yes
Source: CDE DataQuest, accessed March 2015			

As demonstrated above, OCEAA's school wide and numerically significant student subgroups demonstrated significant growth in their 2011 and 2012 API scores, with all groups surpassing the established targets.

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The decision to use one of the above criteria may be made on a program by program basis and is a local decision. (Source: CDE Information Guide, *Status of the Academic Performance Index and 3-Year Average*, available at: <http://www.cde.ca.gov/ta/ac/ap/>.)

During the current charter term and prior to the suspension of the California Standards Test (CST) in 2013, OCEAA students have demonstrated strong positive growth, particularly in 2012, as measured by state standardized testing. OCEAA's API score increased 26 points that year to 794 while the median increase in District schools was approximately 2 points. Only 3 of 39 (7.6%) District elementary schools had a greater increase in their API that year. OCEAA's 2012 school-wide API of 794 exceeded the school-wide API scores of almost 60% of District elementary schools. During the same period of time, OCEAA successfully met all subgroup growth targets, while more than one third District elementary schools were not able to achieve this challenging goal.

A cohort analysis of how second graders performed on the 2010 CST in English Language Arts compared to how they performed as fifth graders in 2013 reveals the following overall growth: The percentage of students scoring Below Basic and Far Below Basic decreased from 32% in 2010 to 3% in 2013 - a reduction of 29%. During the same period of time the percentage of cohort students scoring Proficient and Advanced almost doubled, increasing from 36% to 67%.

A similar cohort analysis for how fifth graders performed in 2010 compared to how they performed in 2013 reveals that the number of students scoring Below Basic and Far Below Basic decreased by 14% from 22% in 2010 to 8% in 2013.

An analysis of OCEAA's English Learner and Hispanic/Latino student subgroup performance during the current term of the charter also reflects positive growth. From 2011 to 2013 OCEAA's English Learners' API increased nineteen (19) points to 739 while Hispanic/Latino students' API increased fourteen (14) points to 769. OCEAA's Socioeconomic Disadvantaged subgroup's API increased by 100 points, to 702 during the same period of time. When compared to the District's subgroup APIs in 2013, OCEAA's English Learners and Hispanic/Latino students outperformed their District counterparts (ELs 739 compared to 706; Hispanic/Latino 769 compared to 737.) When we go back a bit farther to 2010 and look at OCEAA's aggregate subgroup growth and annual average growth we see strong and positive trends. English Learners' subgroup growth has been 129 points averaging 43 points annually; Hispanic/Latino subgroup growth has been 120 points averaging 40 points annually; and, Socioeconomically Disadvantaged subgroup growth has been 63 points averaging 21 points annually. While some standardized indicators of student achievement for both OCEAA and the District schools decreased in 2013, partly due to the initial implementation of the Common Core curriculum and gradual phase-out of the California Content Standards and CST testing, it is worthy to note that OCEAA's subgroup performance led to even higher scores in the prior year (2012.) OCEAA's English Learner API increased to 748 and their Hispanic/Latino API increased to 784 in 2012. OCEAA's instructional team believes that their students are well positioned and prepared to continue to demonstrate their growth in proficiency when measured by the new California Assessment of Student Performance (CAASP) process.

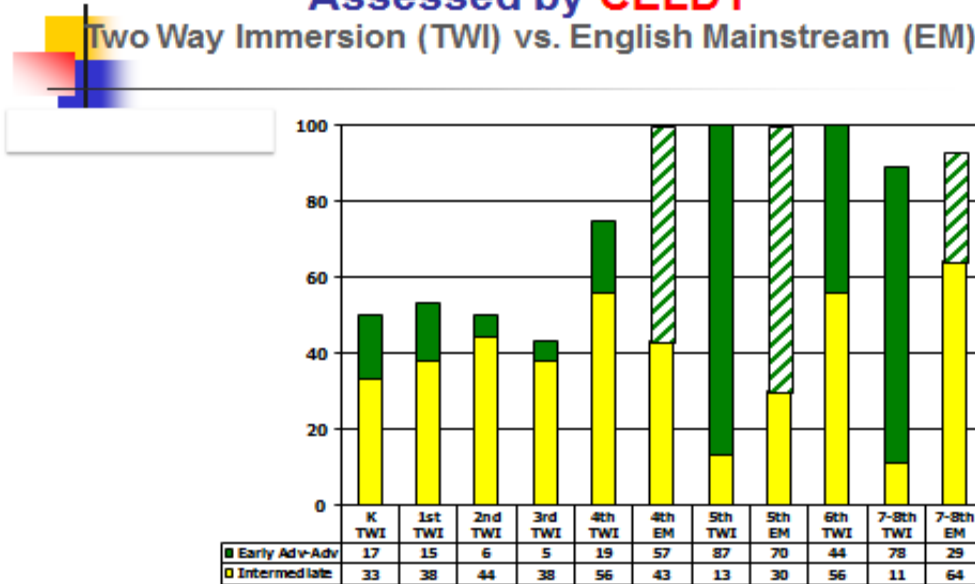
OCEAA's Two- Way Immersion program (TWI) continues to support the growth and increased proficiency of all students.

When measured by the CELDT (California English Language Development Test) student proficiency in English reflects the following: (*see graph below*)

- By grades 5-8, 44-87% of TWI students scored Early Advanced or Advanced
- At 5<sup>th</sup> and 7<sup>th</sup>- 8<sup>th</sup> grades, more students enrolled in the TWI program demonstrated proficiency in English compared to the English Mainstream (EM) comparison group

## Proficiency in English Assessed by **CELDT**

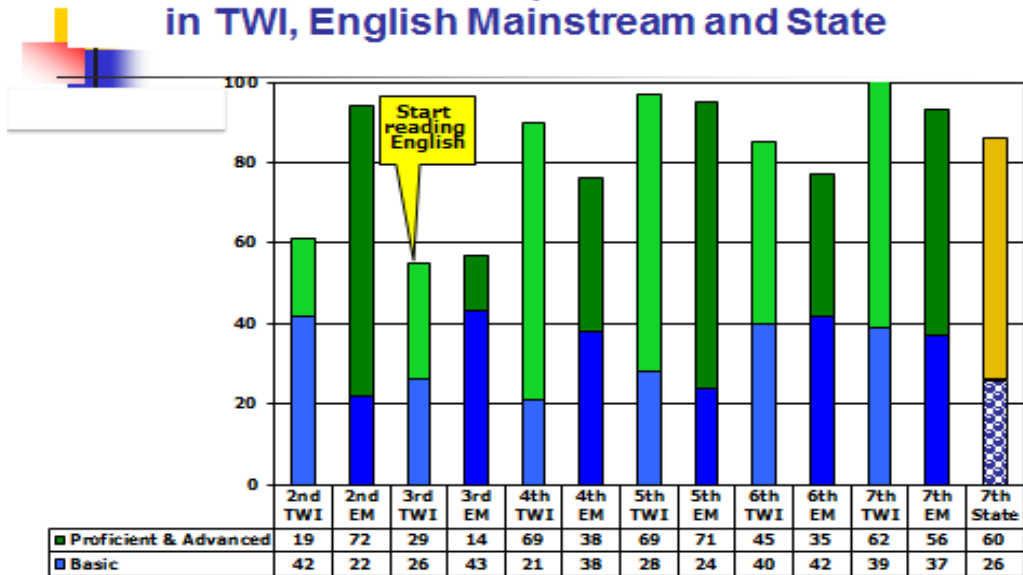
### Two Way Immersion (TWI) vs. English Mainstream (EM)



When measured by the California Standards Test (CST) student proficiency in English Language Arts reflects the following: *(see graph below)*

- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to the English Mainstream students and State average (at 7<sup>th</sup> grade).

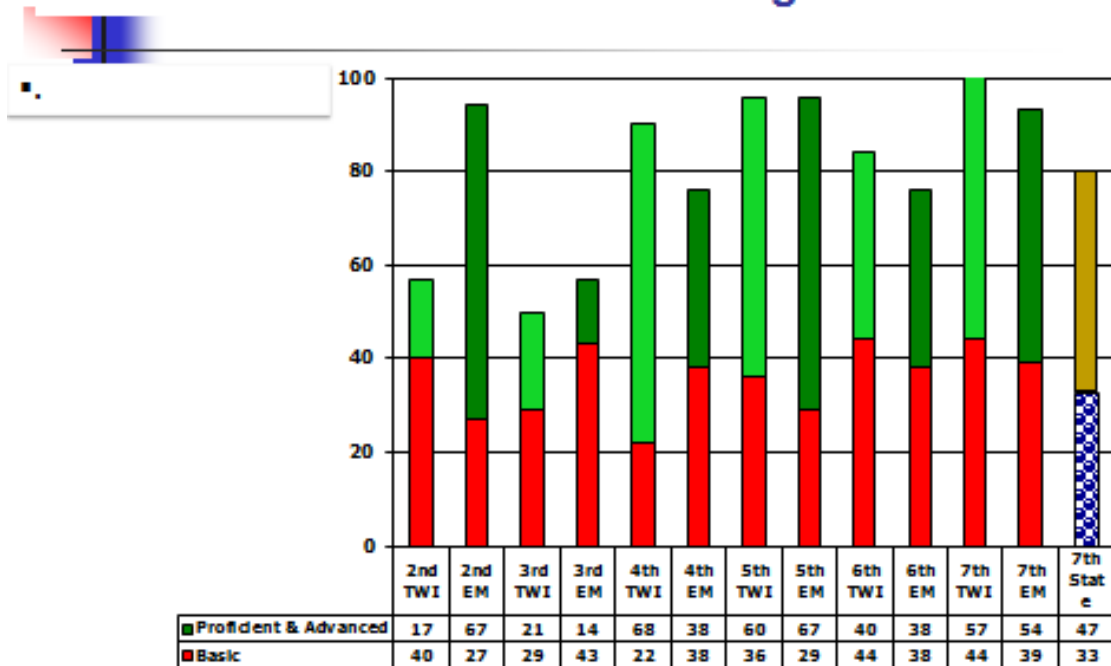
## English Language Arts (CST) Grades 2-7 --- Compare ALL Students in TWI, English Mainstream and State



OCEAA’s Hispanic/Latino subgroup students enrolled in the TWI program outperform their peers. (see graph below)

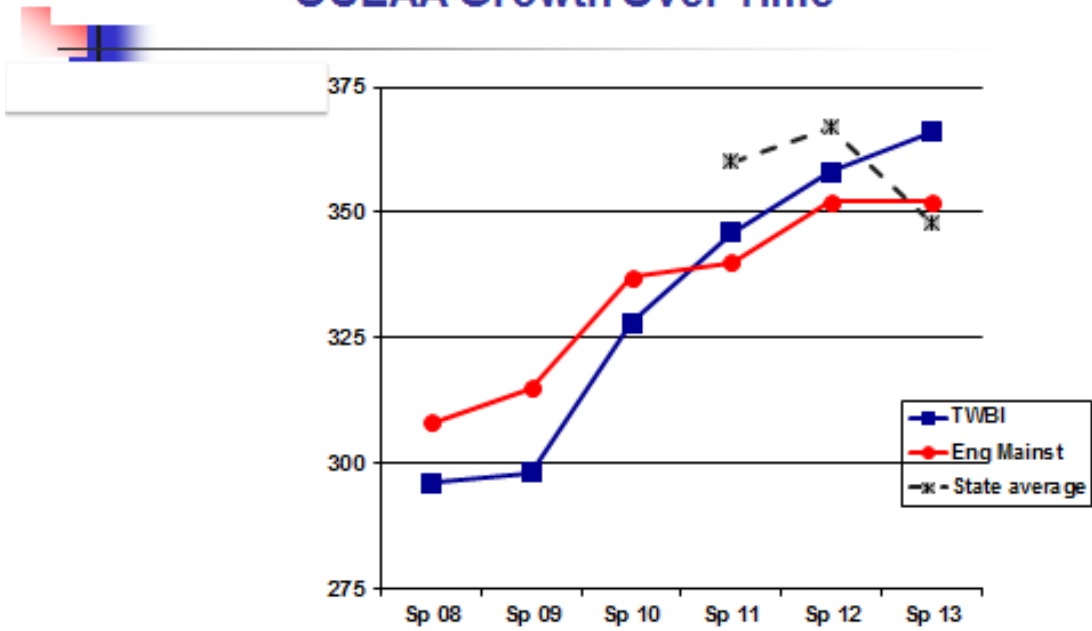
- At grades 4-7, there were more TWI students who scored Proficient/Advanced compared to English Mainstream students.
- Most students enrolled in upper grades scored Basic or higher, exceeding the statewide average.

## English Language Arts (CST) Compare Hispanic Students TWI vs. Mainstream English



TWI students have shown excellent growth over time, and more growth than English Mainstream students. (see graph below)

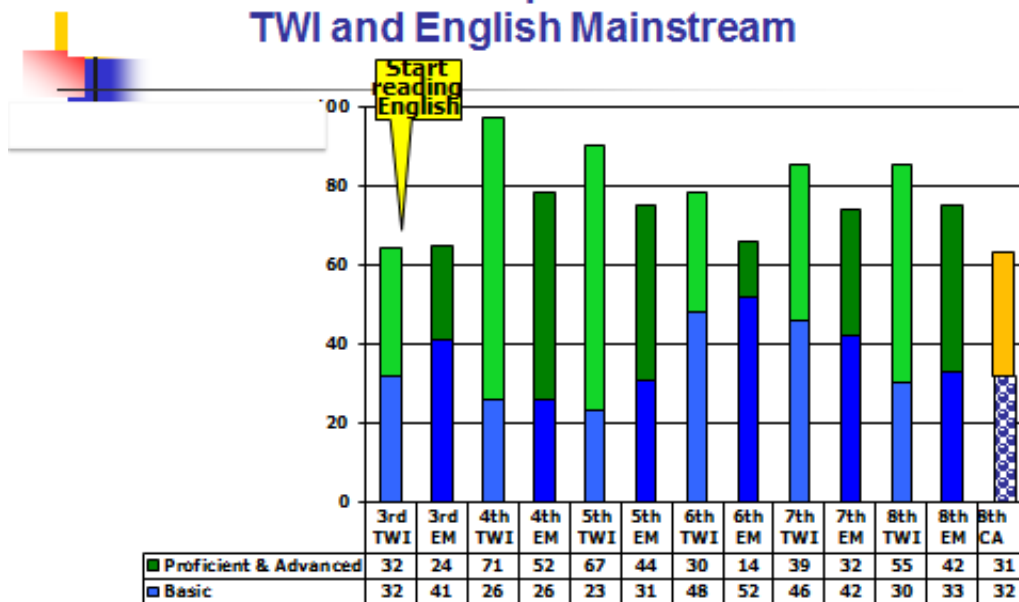
### English Language Arts (CST) Grades 4-8 --- Longitudinal Change OCEAA Growth Over Time



OCEAA’s students enrolled in the TWI program also outperformed their English Mainstream (EM) peers in mathematics. *(see graph below)*

- At grades 3-8, there were (far) more TWI students who scored Proficient/Advanced on CST mathematics compared to English Mainstream.
- At 8<sup>th</sup> grade, there was a much higher percentage of TWI students scoring Proficient /Advanced and Basic and above when compared to All students in Calif.

### English Math (CST) Grades 3-8 --- Compare ALL Students TWI and English Mainstream

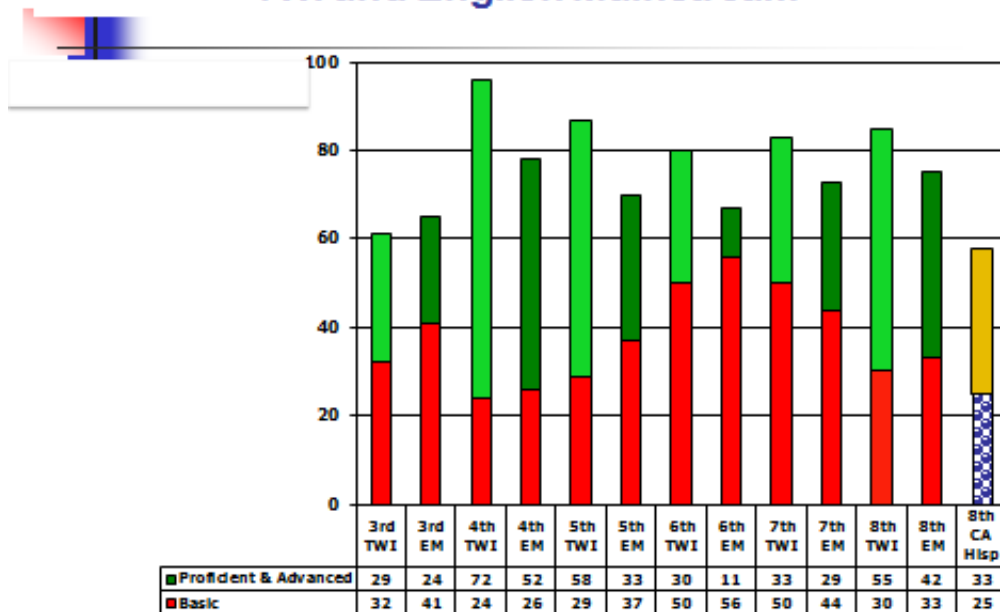




Again, when looking at the performance of the Hispanic/Latino subgroup in mathematics, the TWI students outperform their peers. (see graph below)

- At grades 3-8, a higher percentage of TWI students scored Proficient/Advanced compared to English Mainstream.
- 8<sup>th</sup> grade Hispanic TWI students scored higher than state average for Hispanic 8<sup>th</sup> graders in general math.

### English Math (CST) Compare Hispanic Students TWI and English Mainstream



The data shared above indicates that OCEAA’s TWI program continues to show considerable promise in student achievement and English proficiency for all students.

This pattern of growth enumerated in the sections above serves as evidence of meeting the expectation set forth in Education Code Section 47607(a)(3) which states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

Therefore, OCEAA has met the charter renewal standards and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

# EXECUTIVE SUMMARY OF CHANGES

*Governing Law: Renewals [...] are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.*

*California Education Code Section 47607(a)(2)*

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The following list enumerates substantive changes in the petition due to programmatic updates and compliance with newly enacted, applicable law.

- The charter was completely reorganized, placing the sixteen requisite elements in Education Code 47605 in numerical order to present a more thorough and accessible document.
- Other requirements are provided for in the final section entitled “Miscellaneous Provisions” including financials, potential civil liability impact, facilities, administrative services, and related information.
- The number of exhibits has been decreased due to incorporation into the charter (e.g. curriculum statement, special education language, etc.) or because the content was deemed duplicative, outdated, or superfluous.
- The introduction includes an analysis of charter renewal criteria, which details student achievement data from the last term.
- Compliance language has been added throughout the charter to reflect new legal requirements including, but not limited to:
  - Charter must contain a description of annual goals to be achieved in the state priorities, and specific annual actions to achieve those goals [EC 47605.6(b)(5)(A)].
  - Pupil outcomes must align with the state priorities that apply for the grade levels served or the nature of the program [EC 47605.6(b)(5)(B)]
  - The method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported in the SARC [EC 47605.6(b)(5)(C)]
  - Nondiscrimination on the basis of gender identity and gender expression [EC 200].
  - Diabetes information for parents [EC 49452.7]
- Measurable outcomes and assessments previously interwoven into the educational program have been moved to Element 2 and 3 respectively.

- The Instructional Program Description section includes OCEAA’s plan to phase out English Only instruction over the course of the next term in favor of program wide Two Way Immersion.
- Supplemental information on the “Understanding by Design” curriculum model was added.
- OCEAA has adopted the National Core Arts Standards to guide their arts-integrated program. The standards have been included along with an Exhibit that details the framework.
- The National Educational Technology Standards have been updated to reflect the new title of International Standards for Technology in Education (ITSE). The new standards and corresponding information has been included.
- OCEAA has created charts aligned with the eight State priorities and local priorities for both Element 1 and 2. These articulate goals, actions, measurable outcomes, and methods of measurements. These charts will be married to the previous LCAP (included as an Exhibit) and inform the LCAP annual update process.
- The new State accountability and assessment system is referenced throughout the charter petition. OCEAA also delineates shifts in their internal assessment plans.
- Authorizer required language regarding indemnification and insurance has been added to the “Miscellaneous Provisions” section.

As requested, OCEAA will submit both clean and redline version of the charter petition. All changes to the document have been tracked for authorizer oversight purposes. OCEAA will work with SAUSD to satisfy any requests for further information or clarification.

# AFFIRMATIONS AND ASSURANCES

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As the authorized representative of OCEAA, we, the Board of Directors, hereby certify that the information submitted in this petition for a charter renewal of the Orange County Educational Arts Academy (“OCEAA” or “the Charter School”), and to be located within the boundaries of the Santa Ana Unified School District (“SAUSD” or the “District”) is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School will meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School will be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School will not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application, unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]

- The Charter School will adhere to all applicable provisions of federal law relating to students with disabilities, including, but not limited to, the Individuals with Disabilities in Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
- The Charter School will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School will ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(l)]
- The Charter School will at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and

Secondary Education Act (“ESEA”).

- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days.  
[Ref. Title 5 California Code of Regulations Section 11960]

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Board President Signature

Date

# ELEMENT 1

*Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.*

*A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.*

*California Education Code Section 47605(b)(5)(A)*

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## **Interpretation of Terms**

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the Orange County Educational Arts Academy and/or OCEAA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Orange County Educational Arts Academy corporate entity, and for all purposes related to this Charter and/or the operations of the Orange County Educational Arts Academy both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any time that Orange County Educational Arts Academy states that it will follow the requirements of a particular Section of the Education Code or other law, it means that Orange County Educational Arts Academy will comply with these laws in the same manner and to the same extent as required for California noncharter public schools, except where otherwise specified.

## **Mission**

The mission of the OCEAA community is to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture.

OCEAA offers students a small-school environment with individualized attention. This is especially beneficial to many of our students who may not otherwise be able to succeed in a traditional public school. This educational setting promotes self-motivated, competent, life-long

learning.

## **Educational Philosophy**

### **Whom OCEAA is attempting to educate**

OCEAA targets students in grades TK-8 who have an interest in attending a school with a commitment to academic excellence and a specialization in arts, technology, language and culture. The OCEAA community values the maintenance and acquisition of both primary and secondary language through culturally relevant curriculum that integrates arts and technology. Located in the heart of Santa Ana, OCEAA seeks to cultivate biliterate and bicultural citizens who will contribute positively to their communities. We value the arts and technology as tools for reaching academic achievement goals and preparing all students for higher education.

### **What does it mean to be an educated person in the 21<sup>st</sup> Century?**

OCEAA believes that an educated person in the 21<sup>st</sup> Century is a life-long learner who is able to think critically and problem solve, who seeks to use their strengths to serve their community and reach their personal goals. Core subjects are taught through the lens of 21<sup>st</sup> Century themes including global awareness and civic literacy. In addition, we believe students should be fluent in English, if not proficient in more than one language, and be comfortable with technology as a tool to enhance opportunities. An educated person in the 21<sup>st</sup> Century understands the role of art in society and appreciates art both by others and as a means of personal expression. Through the arts, we believe it is important for students to develop creativity and innovation, critical thinking and problem solving skills. Ultimately, these skills will develop individuals who are flexible, self-directed, socially aware and responsible.

### **How Does Learning Best Occur?**

OCEAA believes that learning best occurs when the following objectives are accomplished:

- A relentless focus on student learning, and continuous assessment of student learning to inform planning, instruction, intervention and enrichment by staff and community.
- A negotiated, articulated and refined TK-8, standards-based core curriculum that reflects the unique mission of OCEAA.
- Literacy and numeracy skills are taught through meaningful student work products and performance tasks.
- A commitment to a collegial teaching environment characterized by high expectations for personal professional growth as well as high student achievement by school staff.
- An enhanced support network for each child through an after-school homework help program and other intervention programs and a strong and structured Response to Intervention (RTI) process.
- Multiple opportunities for parent involvement are provided that are linguistically appropriate and include parent communication initiatives, parent volunteer programs,



parent leadership programs, and parent education programs.

- Education, business, and community partnerships are utilized effectively to support the school's program goals.

### **Program Objectives**

OCEAA is a charter school where all stakeholders share a common mission and shared accountability to provide high quality, standards-based instruction that integrates arts, technology, language and culture. OCEAA's objective is to motivate and assist all students in achieving academic success and attaining life-long skills that will prepare them for the 21<sup>st</sup> Century. OCEAA aligns the curriculum in order to ensure success for all students in meeting the requirements of site, state, and federal testing. When making decisions affecting curriculum, materials resources, professional development, programs or policies, OCEAA refers to this common mission.

OCEAA's fundamental aim is to achieve academic excellence (proficient and above) in all core content areas: language arts, science and mathematics, and social studies, through a well-articulated TK-8 standards based curriculum, thus preparing students for a 21<sup>st</sup> Century global society. In order to reach our goal of student achievement, we believe students also need to be well versed in the arts, fluent in the use and language of technology, and have the ability to negotiate their use and understanding of multiple languages and cultures. Through the arts, technology, language and culture, we support our students in achieving academic excellence. Success at OCEAA is defined as academic, social, emotional, physical, artistic, technological and linguistic success, and is measured using multiple means including, but not limited to, standardized tests.

OCEAA follows the School's Policies and Procedures when developing and selecting curriculum, materials and instructional activities. These are selected through a collaborative process that uses research-based best practices to support our academic goals.

### **Core Academics**

- Students will demonstrate proficient or advanced achievement on the California Assessment of Student Performance and Progress (CAASPP).
- Students will master computational skills and become effective problem solvers.
- Students will read fluently and comprehend a variety of grade-level texts.
- Students will write effectively for various purposes and audiences.
- Students will demonstrate understanding of essential concepts and issues in science and social studies, which are necessary for local, national and global citizenship.
- As a graduation requirement, students will complete an exit project in which they will demonstrate the ability to select a community issue of genuine interest, make and follow a plan for investigating the topic, synthesize multiple sources of information in an original written composition, implement a community service action plan, and present their findings before an audience of peers, staff, parents and community members. This exit project integrates core competencies in reading, writing, listening

and speaking as outlined in the English/Spanish Language Arts Standards.

## **Arts**

The first arts objective is to teach arts education with arts based outcomes so students learn the technique and content academic language of that specific discipline. The second objective is teaching for ancillary outcomes so students transfer skills from the art concepts to non-art tasks. The third objective of the arts at OCEAA is to give students the tools necessary to input, process, and output information learned from other subject areas by integrating the arts.

## **Technology**

OCEAA's technology objective is for our students to access, process and communicate information through the use of various technological media.

## **Language and Culture**

Students will demonstrate academic excellence in both English and Spanish and develop multicultural competencies including bilingualism, biliteracy, and a rich understanding of and appreciation for global citizenship.

## **Curriculum Statement**

The OCEAA mission is realized through the implementation of research-based best practices. The school targets standards-based instruction and assessment with professional development focusing on reading, language acquisition, math, learning differences, the arts and technology. Data from local and standardized assessments, in addition to research-based best practices, drive instruction. Teachers are continuously trained to implement a balanced instructional model that provides students with direct instruction, practical application and ongoing inquiry-based assessments. These assessments measure student progress as they develop skills and master essential standards.

All students at OCEAA complete a rigorous academic curriculum that focuses on integrating the arts, technology, language, and culture development. Students learn critical thinking skills in an environment where students create, problem solve, and make connections across the content area disciplines and in two languages. Curriculum and instruction is interactive and students engage in learning through a variety of flexible groupings. Students draw, perform and present orally as a means of assessment, as well as participate in interactive class discussions, debates, group presentations, simulations, and experience-based projects to learn content. Integration of computer technology, including the Internet, provides students with immediate access to worldwide resources. Visual and performing arts content are integrated across all core content areas in order to provide instruction in a modality appropriate for the talented OCEAA students. Additional arts experiences are incorporated through the following arts program components: Partnerships with local arts institutions (including but not limited to the Orange County Performing Arts Center), artist-teachers, guest teachers, professional arts partnerships, professional performance/exhibition opportunities and integrated, interrelated arts experiences.

Building on our success with vertically aligning instruction based on “Essential Standards,” (Marzano and Reeves), OCEAA has partnered with WestEd to create a coherent scope and sequence of core unit instruction TK-8 that aligns with the California Common Core State Standards and the principles of Understanding by Design (Wiggins and McTighe).

Vertical articulation of these units will allow us to continue to fine-tune our standards-based instruction so that skills spiral TK-8 and students graduate from OCEAA with the skills and knowledge necessary to be successful in a global society. Pacing guides will be utilized to ensure students are prepared to demonstrate mastery of essential CCSS on the Smarter Balanced Assessments in Math and English Language Arts (see Exhibit “B” for 7<sup>th</sup> and 8<sup>th</sup> grade Math example pacing guides). Regular benchmark assessments will provide teachers with data to drive their instruction and meet each individual student’s needs. This data will be shared at least twice annually with students and parents.

### **Reading Instruction**

OCEAA teachers shall be trained in research-based strategies to effectively teach reading, ensuring that all students master reading at developmental benchmarks in the early grades. In addition, an early intervention process will be provided for students who need extra reading support. The reading program consists of a balanced literacy approach to include intensive phonemic awareness development, phonics instruction, guided reading practice and comprehension development. Students are assessed four times a year in reading to closely monitor their progress in phonics, phonemic awareness, accuracy, fluency and comprehension.

### **Math Instruction**

A systematic math program is designed to allow children to master the essential math standards and provide an early intervention process. The math program focuses on basic mathematical computational skills as well as critical thinking application activities that will prepare students for real life application. OCEAA teachers incorporate benchmark assessments four times a year that facilitate flexible groupings to allow for both extension activities and re-teaching as needed.

### **Language Acquisition**

Research-based language acquisition strategies are implemented to ensure second language acquisition. OCEAA teachers will continue to be trained in Guided Language Acquisition Design (GLAD), RESULTS for English Learners, and the ELA/ELD framework, and will participate in on-going professional development in effective second language acquisition strategies.

### **Middle School**

Sixth through eighth grade students will serve the school community through a strong leadership role. Students in the middle school serve on student council, as safety monitors and participate in peer mentorship opportunities. Middle school students are paired with younger students to serve

as positive peer role models. In addition, middle school students work on long-term research-based projects following the “I-Search” model to measure and demonstrate high levels of academic performance. The I-Search project is scaffolded throughout 6th – 8th grades allowing students to build on their prior knowledge. In eighth grade, students complete an I-Search project as part of their exit requirements. The project includes an oral presentation or defense of the student’s research to a group of their peers, adults and teachers. Technology is an integral component of the final I-Search project through the development of PowerPoint/multimedia presentations and the use of web-based research tools.

## **Enrichment**

OCEAA has several community partnerships that allow students to extend learning beyond the four walls of their classroom. Some examples include:

- The Orange County Museum of Art
- The Orange County Performing Arts Center
- The Cerritos Performing Arts Center
- The House of Blues
- The Discovery Science Center
- Outdoor Science School
- The Riley Farm

## **Instructional Program Description**

OCEAA believes strongly in the myriad benefits of a Spanish dual emersion program. Previously, families had a choice of two program options: an English Only/Structured English Immersion Program (EO/SEI) and a Two-Way Immersion Program (TWI). Based on analysis of both quantitative and qualitative data over the course of the last renewal term, OCEAA has decided to slowly and responsibly phase out the EO/SEI program. This process has already begun and next year all students in fourth grade and below will be exclusively in TWI while the choice of the two programs will still be offered to fifth graders and up. For the next four years we will phase out one successive grade level at a time until all students at all grade levels are in a TWI program. Our program is informed by the “Guiding Principles for Dual Language Education,” which is the nationally recognized tool for planning dual language programs; endorsed by the Center for Applied Linguistics (see Exhibit “C”).

### **Two-Way Immersion Program**

OCEAA follows one of the most effective models for second-language acquisition (Collier & Thomas; Lindholm-Leary), which is the 90:10 two-way model. Initially, 90% of the day is Spanish. As students progress through the program, the instructional day balances to 50% English and 50% Spanish by the time students reach 5<sup>th</sup> grade. All students are initially taught literacy in Spanish with English literacy being added on in 3<sup>rd</sup> grade. Academic content is divided equally between the two languages as well.

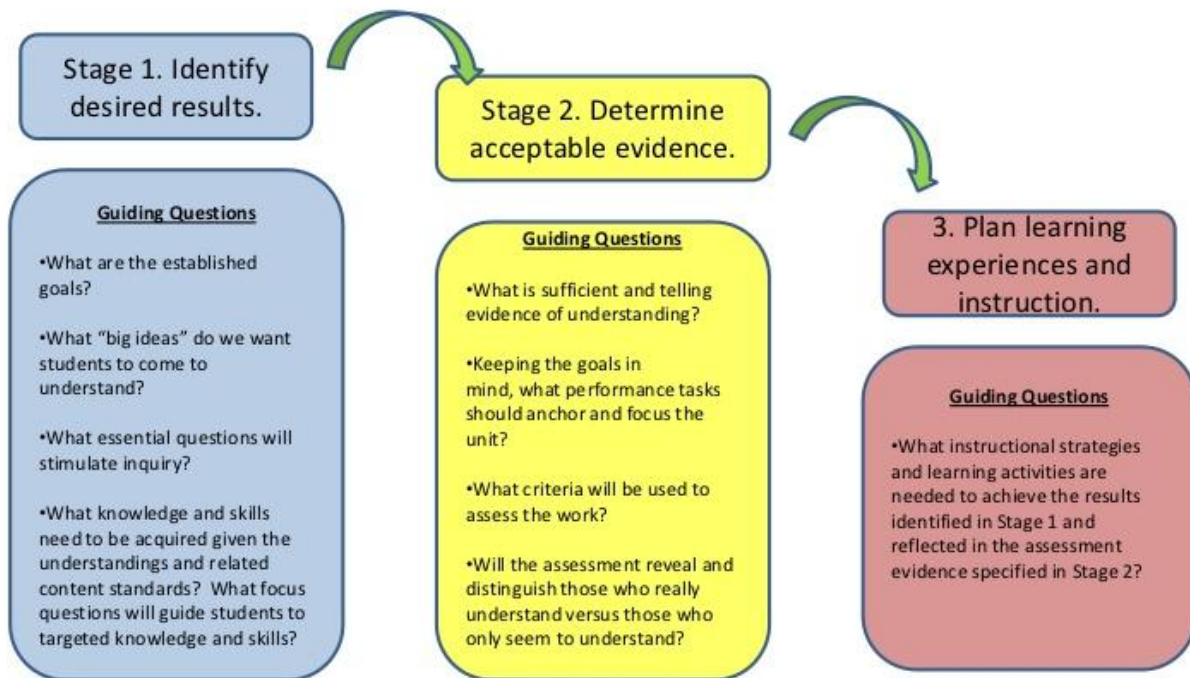
### **English Only/Structured English Program**

Students in the EO/SEI program receive all of their instruction in English. Teachers use research-based instructional strategies for their English learners to facilitate language acquisition. These include visuals, multi-sensory activities and incorporating students’ prior knowledge in their primary language.

**Rigorous Standards-Based Curriculum**

OCEAA strives to prepare students for success in a college-preparatory high school program. All core content instruction and materials are aligned with the state content standards; state-adopted textbooks have been a primary resource for core curriculum development. To enhance the structure and rigor of the school’s curriculum, the staff underwent training in the Understanding by Design (“UbD”) model and implements this with fidelity. The following graphic shows the stages of this model:

## UbD: Stages of Backward Design



Professional development on this strategy as well as others occurs weekly and staff receive ongoing support by instructional coaches (see Exhibit “D” for the 2015-16 draft Professional Development Plan). In addition, staff receive multiple full-day professional development sessions as well as release days throughout the year to ensure that a rigorous standards-based curriculum is provided to students. The use of essential questions and performance assessments in the unit design model will assist teachers in designing intellectually challenging, standards-

based learning experiences for all students.

In order to meet the needs of our English Learners, English Language Development is taught on a daily basis. Specially Designed Academic Instruction in English (SDAIE) and Guided Language Acquisition Design (GLAD) strategies are used to ensure access to both language and content goals. Students are assessed continuously for language skills in order to assist in flexible grouping. Staff has also been trained by the California Reading and Literacy Project (CRLP) in structured language practice, multiple measures of reading assessment, and oral language assessment to assist them in further supporting their English Learners. English Learners in the Two-Way Immersion program have ongoing opportunities to practice speaking English with native English speakers who serve as language “experts” throughout the school day.

The arts, including music, drama, visual arts, and dance, are significant parts of student life at OCEAA. Students are encouraged to nourish their interest and talent through exposure to a broad array of learning experiences both during and after school. A comprehensive, standards-based format is followed, emphasizing artistic perception, creative expression, cultural heritage, and aesthetic valuing. This comprehensive program is composed of three modes of instruction: a) instruction connecting the arts and other core subjects; b) linking the arts disciplines; and c) subject-centered arts instruction in dance, music, theater, and visual arts. In addition, the arts curriculum is supported by partnerships with local community artistic organizations, artist-in residence teachers, guest teachers, professional arts partnerships, college/university partnerships, professional performance/exhibition opportunities and an integrated, interrelated arts experience. In this term, OCEAA seeks to continue to improve its arts integrated program by aligning instruction to both the Common Core State Standards and the National Core Arts Standards, which have been provided below (see Exhibit “E” for more information).



National Core Arts Standards Artistic Processes and Anchor Standards			
Artistic Processes			
<b>Creating</b> Definition: Conceiving and developing new artistic ideas and work.	<b>Performing/Presenting/Producing</b> Definitions: <b>Performing:</b> Realizing artistic ideas and work through interpretation and presentation. <b>Presenting:</b> Interpreting and sharing artistic work. <b>Producing:</b> Realizing and presenting artistic ideas and work.	<b>Responding</b> Definition: Understanding and evaluating how the arts convey meaning.	<b>Connecting</b> Definition: Relating artistic ideas and work with personal meaning and external context.
Anchor Standards			
Students will:  1. Generate and conceptualize artistic ideas and work.  2. Organize and develop artistic ideas and work.  3. Refine and complete artistic work.	Students will:  4. Select, analyze, and interpret artistic work for presentation.  5. Develop and refine artistic techniques and work for presentation.  6. Convey meaning through the presentation of artistic work.	Students will:  7. Perceive and analyze artistic work.  8. Interpret intent and meaning in artistic work.  9. Apply criteria to evaluate artistic work.	Students will:  10. Synthesize and relate knowledge and personal experiences to make art.  11. Relate artistic ideas and works with societal, cultural and historical context to deepen understanding.

In technology, we strive to create an environment where the innovative use of technology enhances learning and improves student achievement for all students, including those with physical or learning disabilities. Our goal is to empower all instructional staff to enhance classroom instruction by integrating technology into their lesson plans in alignment with CCSS and the International Society for Technology in Education Standards for Students as articulated below:

ISTE Standards for Students	
<b>1. Creativity and innovation</b>  Students demonstrate creative	a. Apply existing knowledge to generate new ideas, products, or processes  b. Create original works as a means of personal or group expression

<p>thinking, construct knowledge, and develop innovative products and processes using technology.</p>	<ul style="list-style-type: none"> <li>c. Use models and simulations to explore complex systems and issues</li> <li>d. Identify trends and forecast possibilities</li> </ul>
<p><b>2. Communication and collaboration</b></p> <p>Students use digital media and environments to communicate and work collaboratively, including at a distance, to support individual learning and contribute to the learning of others.</p>	<ul style="list-style-type: none"> <li>a. Interact, collaborate, and publish with peers, experts, or others employing a variety of digital environments and media</li> <li>b. Communicate information and ideas effectively to multiple audiences using a variety of media and formats</li> <li>c. Develop cultural understanding and global awareness by engaging with learners of other cultures</li> <li>d. Contribute to project teams to produce original works or solve problems</li> </ul>
<p><b>3. Research and information fluency</b></p> <p>Students apply digital tools to gather, evaluate, and use information.</p>	<ul style="list-style-type: none"> <li>a. Plan strategies to guide inquiry</li> <li>b. Locate, organize, analyze, evaluate, synthesize, and ethically use information from a variety of sources and media</li> <li>c. Evaluate and select information sources and digital tools based on the appropriateness to specific tasks</li> <li>d. Process data and report results</li> </ul>
<p><b>4. Critical thinking, problem solving, and decision making</b></p> <p>Students use critical thinking skills to plan and conduct research, manage projects, solve problems, and make informed decisions using appropriate digital tools and resources.</p>	<ul style="list-style-type: none"> <li>a. Identify and define authentic problems and significant questions for investigation</li> <li>b. Plan and manage activities to develop a solution or complete a project</li> <li>c. Collect and analyze data to identify solutions and/or make informed decisions</li> <li>d. Use multiple processes and diverse perspectives to explore alternative solutions</li> </ul>
<p><b>5. Digital citizenship</b></p> <p>Students understand human, cultural, and societal issues related to technology and practice legal</p>	<ul style="list-style-type: none"> <li>a. Advocate and practice safe, legal, and responsible use of information and technology</li> <li>b. Exhibit a positive attitude toward using technology that supports collaboration, learning, and productivity</li> </ul>



and ethical behavior.	<ul style="list-style-type: none"> <li>c. Demonstrate personal responsibility for lifelong learning</li> <li>d. Exhibit leadership for digital citizenship</li> </ul>
<p><b>6. Technology operations and concepts</b></p> <p>Students demonstrate a sound understanding of technology concepts, systems, and operations.</p>	<ul style="list-style-type: none"> <li>a. Understand and use technology systems</li> <li>b. Select and use applications effectively and productively</li> <li>c. Troubleshoot systems and applications</li> <li>d. Transfer current knowledge to learning of new technologies</li> </ul>

ORANGE COUNTY EDUCATIONAL ARTS ACADEMY

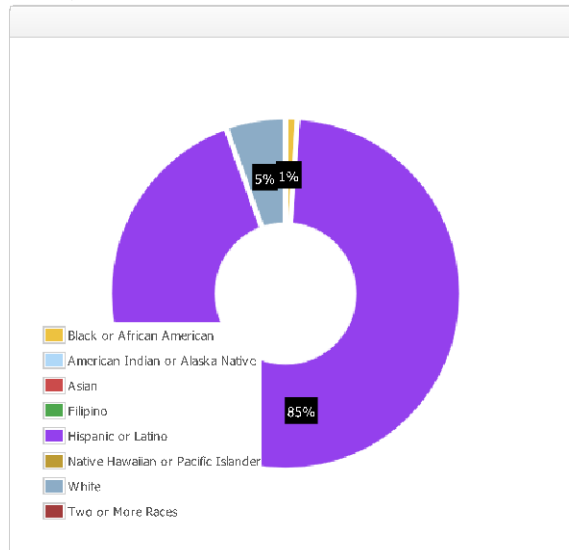
We have purchased learning software and publishing programs for the various grade levels, as well as rights to use an online professional development tutorial that will allow instructors and staff members to build new technology skills according to their individual needs. In addition, we have mobile computer carts with chrome books and iPads accessible to all TK-8 students. By learning to effectively integrate technology into day-to-day classroom activities, instructors improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy. Teachers will receive ongoing professional development in the ITSE standards and supportive technology and computer programs.

**Students to be Served**

OCEAA educates up to 600 students from Orange and the surrounding counties in grades Transitional-Kindergarten through Eighth. Currently, these students come from diverse backgrounds that include a wide variety of socio-economic status, race and ethnicities, language, and disabilities (see tables below taken from the latest SARC and CDE DataQuest).

**Student Enrollment by Student Group (School Year 2013-14)**

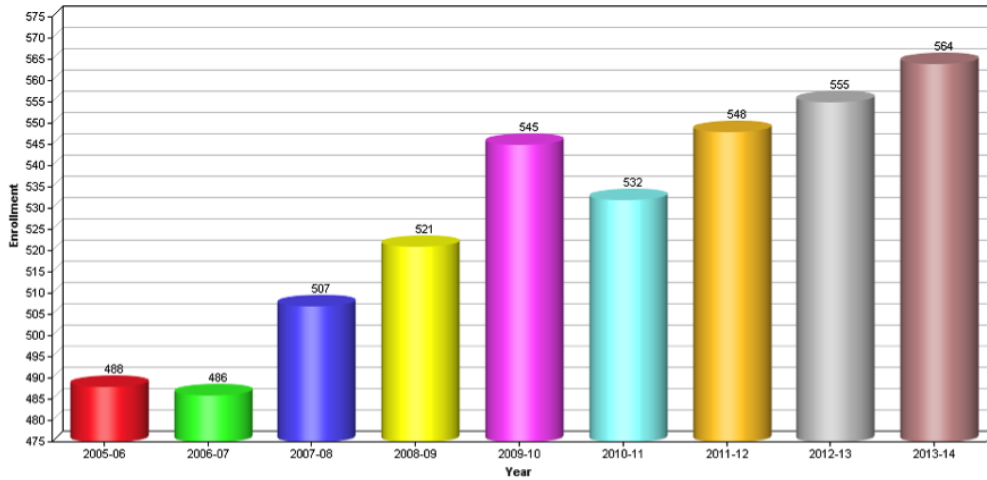
Group	Percent of Total Enrollment
Black or African American	1.2
American Indian or Alaska Native	0.2
Asian	0.7
Filipino	0.0
Hispanic or Latino	85.6
Native Hawaiian or Pacific Islander	0.0
White	5.0
Two or More Races	0.0
Socioeconomically Disadvantaged	77.8
English Learners	44.1
Students with Disabilities	6.7



**Student Enrollment by Grade Level (School Year 2013-14)**

Grade Level	Number of Students
Kindergarten	79
Grade 1	60
Grade 2	57
Grade 3	56
Grade 4	62
Grade 5	61
Grade 6	61
Grade 7	54
Grade 8	74
Total Enrollment	564

**Student Enrollment Trend Data**



**Charter School Goals and Actions to Achieve the Eight State Priorities**

**CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE THE STATE PRIORITIES**

Pursuant to Education Code Section 47605.6(b)(5)(A)(ii), following is a table describing the Charter School’s annual goals to be achieved in the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

**Local Control and Accountability Plan (“LCAP”)**

The Charter School will produce a Local Control and Accountability Plan (“LCAP”) using the LCAP template adopted by the State Board of Education. Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the Charter School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to SAUSD as well as the Orange County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. A copy of the initial LCAP submitted in 2014 is attached for reference as Exhibit “F” and will be married with the goals and outcomes included in this chart and the version in Element 2 as part of the LCAP annual update pursuant to the process outlined in Education Code.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the Charter School has separated out the state priorities into “subpriorities.”

**STATE PRIORITY #1— BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

**SUBPRIORITY A – TEACHERS**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned
<b>ACTIONS TO ACHIEVE GOAL</b>	All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status

**SUBPRIORITY B – INSTRUCTIONAL MATERIALS**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition
<b>ACTIONS TO ACHIEVE GOAL</b>	All instructional materials purchased will be aligned to CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition

**SUBPRIORITY C – FACILITIES**

<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students and staff will work in a healthy, safe and secure environment that supports achievement
<b>ACTIONS TO ACHIEVE GOAL</b>	Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for safety hazards
<b>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</b>	
<i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments
<b>ACTIONS TO ACHIEVE GOAL</b>	Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will gain academic content knowledge through the implementation of CCSS aligned instruction and assessment
<b>ACTIONS TO ACHIEVE GOAL</b>	ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and literacy in History/Social Studies and Science
<b>ACTIONS TO ACHIEVE GOAL</b>	Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b>	
<i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Maintain parent representation and leadership

<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory Council (ELAC), and a School Site Council
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Promote parent volunteer opportunities through a Parent Volunteer Coordinator
<b>ACTIONS TO ACHIEVE GOAL</b>	School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.
<b>SUBPRIORITY C – SURVEYS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Solicit parent feedback via annual satisfaction surveys
<b>ACTIONS TO ACHIEVE GOAL</b>	Annually, OCEAA school administration will conduct school satisfaction assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.
<b><u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u></b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li>A. CA Measurement of Academic Progress and Performance statewide assessment</li> <li>B. The Academic Performance Index (API)</li> <li>C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</li> <li>D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</li> <li>E. EL reclassification rate</li> <li>F. Percentage of pupils who have passed an AP exam with a score of 3 or higher</li> <li>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</li> </ul>	
<b>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics
<b>ACTIONS TO ACHIEVE GOAL</b>	Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students

<b>SUBPRIORITY B – API</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA, including all student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education
<b>ACTIONS TO ACHIEVE GOAL</b>	Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement
<b>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	ELs will become English Proficient within 5 years of entering language instruction educational programs
<b>ACTIONS TO ACHIEVE GOAL</b>	Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain a 20% reclassification rate annually
<b>ACTIONS TO ACHIEVE GOAL</b>	Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
A. School attendance rates	
B. Chronic absenteeism rates	
C. Middle school dropout rates (EC §52052.1(a)(3))	
D. High school dropout rates	
E. High school graduation rates	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE</b>	OCEAA will maintain a 95% ADA rate

<b>SUBPRIORITY</b>	
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will not have more than five absences in any school year
<b>ACTIONS TO ACHIEVE GOAL</b>	Parents will be informed of chronic absences as specified in school-family handbook
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students will not dropout.
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b>	
<i>School climate, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li><i>A. Pupil suspension rates</i></li> <li><i>B. Pupil expulsion rates</i></li> <li><i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></li> </ul>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain an annual suspension rate of less than 5%
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns
<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b>GOAL TO</b>	OCEAA will maintain an annual expulsion rate of less than 1%

<b>ACHIEVE SUBPRIORITY</b>	
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students and staff will adhere to the School Emergency Response Plan
<b>ACTIONS TO ACHIEVE GOAL</b>	Annually, all school employees will be trained on the elements of the School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.
<b>SUBPRIORITY D - SURVEYS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students, parents and teachers will feel a sense of community and safety on campus
<b>ACTIONS TO ACHIEVE GOAL</b>	Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students’ sense of belonging and community.
<b>STATE PRIORITY #7— COURSE ACCESS</b>	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i>	
<i>“Broad course of study” includes the following, as applicable:</i>	
<i><u>Grades 1-6:</u> English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i>	
<i><u>Grades 7-12:</u> English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA’s Charter
<b>ACTIONS TO ACHIEVE GOAL</b>	All academic content areas will be available to all students, including student subgroups, at all grade levels
<b>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</b>	
<i>From the subject areas described above in #7, as applicable.</i>	
<b>SUBPRIORITY A - ENGLISH</b>	



<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.
<b>ACTIONS TO ACHIEVE GOAL</b>	Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.
<b>SUBPRIORITY B - MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.
<b>ACTIONS TO ACHIEVE GOAL</b>	Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.
<b>ACTIONS TO ACHIEVE GOAL</b>	Training in Common Core History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge
<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.
<b>ACTIONS TO ACHIEVE GOAL</b>	Training in Next Generation Science Standards, Common Core Science Literacy Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge
<b>SUBPRIORITY E – PHYSICAL EDUCATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate physical fitness.
<b>ACTIONS TO ACHIEVE GOAL</b>	The playground team will implement an “Active play” recess program TK-8, and develop a standards–based PE scope a sequence for TK-6 that scaffolds physical fitness and development.
<b>SUBPRIORITY F – FOREIGN LANGUAGES</b>	
<b>GOAL TO</b>	All students in the Two-Way Immersion Program, including all student

<b>ACHIEVE SUBPRIORITY</b>	subgroups, will demonstrate grade level skills and content in Spanish.
<b>ACTIONS TO ACHIEVE GOAL</b>	Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching
<b>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists-in-Residence) that support access to high quality art experiences, and 3) provide support to teachers through demonstrations, modeling, and co-planning
<b>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students will demonstrate social and civic responsibility based on the ORCA way: <b>Organization, Respect, Careful, Accepting Responsibility</b>
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)
<b><u>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</u></b>	
<i>The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism</i>	
<b>GOAL TO ACHIEVE SCHOOL PRIORITY</b>	Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction
<b><u>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</u></b>	
<i>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</i>	
<b>GOAL TO</b>	OCEAA’s report cards and gradebook practices communicate student

<b>ACHIEVE SCHOOL PRIORITY</b>	achievement in ways that are consistent, meaningful, accurate, and supportive of learning
<b>ACTIONS TO ACHIEVE GOAL</b>	The Instructional Leadership Team will develop a grading policy and make a plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices

### **Plan For Students Who Are Academically Low-Achieving**

Academically low achieving students are identified using multiple data sources. Multiple measures include, but are not limited to, standardized test scores (STAR, APRENDA, and CELDT), in-house benchmark assessments in reading, writing, and math, and teacher created assessments. Specific benchmarks are established in each core academic area in order to facilitate identification of students who need additional support. Other methods of identification include, but are not limited to, teacher referral, incomplete class work or homework, grades on report cards and progress reports, truancies, and lack of parental support in the home. Students are further identified for non-academic factors such as social-emotional difficulties that cause them to perform below expected level.

OCEAA fully implements the RTI model (see Exhibit “G” for more information), which stresses the importance of prevention and early intervention. OCEAA aggressively focuses on Tier I, powerful first-time instruction, to proactively prevent student failure. First, we have a focus on appropriate instructional scaffolding in a rigorous standards-based curriculum, implemented to support success for all students. In addition, teachers use both formal and informal assessments to differentiate instruction based on students’ needs. OCEAA’s assessments, discussed in more detail in Element III, provide for regular monitoring of students’ mastery of grade level standards. These results are shared with parents twice annually during student-led conferences. Additional conferences may take place at for goal setting to close the achievement gap. Another important factor to support prevention of academic gaps is parental support and education. OCEAA offers parent support and education through regular communication and family education sessions. These sessions include, but are not limited to, topics such as how to understand state assessment data, math and literacy education, culturally relevant topics identified by parents, supporting test preparation strategies, and the importance of attendance. Parents have access to students’ grades, assignments, attendance records and academic support resources through OCEAA’s online portal (*PowerSchool*) which helps facilitate continuous communication between the home and school.

Early intervention is key to preventing and closing the achievement gap once students begin to struggle. Student reading progress is monitored on a weekly basis. Some of our early interventions in kinder and first grade include weekly progress monitoring of phonemic awareness, phonics, decoding, and comprehension (*DIBELS*). Other interventions used in kinder through eighth grade include, but are not limited to, auditory, visual, kinesthetic and tactile instructional strategies, tutoring before and after school, highly effective instructional practices, and intervention groups during OCEAA day. Tier II school-wide interventions

include: computer programs that incorporate visual and spatial processes that enable students to master mathematical concepts (i.e. *MIND Research Institute*), increased intervention opportunities after school to target identified students in reading and math, continued coaching to increase the effectiveness of first round instruction and rigor, continued parent education and involvement, and increased access to community resources. OCEAA has a list of additional Tier I, II, and III level interventions. There is also an RTI committee and that facilitates professional development to aid the school in preventing students from falling behind. Ongoing collaboration with the SAUSD Special Education staff will further develop effective interventions and practices.

Students with identified special needs take advantage of resource classes for assistance with test taking and difficult class assignments, and learning strategies. These students also are given an appropriate testing environment and time to maximize their potential for success.

OCEAA's goal is to promote success for all students and this effort is validated by the number of families interested in OCEAA. These are families who have attended our informational tours and have students who are not succeeding in traditional school settings. They seek a smaller school community, which OCEAA is able to offer.

Students are not excluded for academic underperformance.

### **Plan For Students Who Are Academically High-Achieving**

OCEAA meets the needs of students who are academically high achieving in a variety of ways. Teachers plan differentiated lessons to challenge students. Critical thinking skills are embedded in daily art and technology lessons to encourage students to go beyond basic understandings. In addition, students participating in the Two-Way Immersion Program are challenged on a daily basis by learning in two languages. This creates a GATE-like learning environment, although no official GATE program is offered. The staff has also developed questions that culminate in multi-dimensional projects and performance tasks which will further challenge high achievers.

### **Plan For English Learners**

OCEAA meets all applicable legal requirements for English Learners (EL) relative to annual notification to parents, student identification, placement, program options, English Language Development (ELD) and core content instruction, teacher qualifications and training, reclassification to Fluent English Proficient (FEP) status, monitoring and evaluation of program effectiveness, and standardized testing requirement. OCEAA implements policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of parents and pupils.

### **Home Language Survey**

The Home Language Survey (HLS) is administered upon a student's initial enrollment into a California public school. If OCEAA is not a student's first California public school, then

OCEAA will attempt to retrieve a copy of the student's HLS from the prior school(s) of attendance. Nonetheless, all students are asked of their primary language with the OCEAA enrollment paperwork to ensure an HLS is completed. All students who indicate that their home language is other than English are CELDT tested within thirty days of initial enrollment<sup>1</sup>.

### **Annual Assessments**

OCEAA follows all CELDT testing timelines to ensure students receive proper instruction. OCEAA notifies all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. OCEAA complies with the applicable requirements of the No Child Left Behind Act with regards to EL pupils. In addition, informal assessments are performed on a regular basis.

In addition, all students will be assessed in their primary language upon entering OCEAA to identify students' level of proficiency in their native language. The progress is monitored yearly to ensure adequate growth in the primary language as well. Research supports that the stronger a child's primary language is, the stronger the second language will be.

### **English Learners and Core Instruction**

ELs have daily access to the core curriculum and are taught according to the program, which parents choose:

- English Mainstream/Structured English Immersion (only as applicable according to the phase out plan mentioned above)
- Two-way Immersion (Federally recognized best practice)

Instruction techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with California ELD and Content Standards) in all areas of the curriculum. EL students receive ELD and core content instruction appropriate for their English proficiency and grade levels. All teachers are CLAD/BCLAD certified and NCLB compliant and use SDAIE and GLAD instructional strategies.

In addition, the instructional program for OCEAA is designed to promote language acquisition and proficiency, oral language development, and enriched learning opportunities for all ELs in the following ways:

- Students interact through cooperative learning activities
- Students make oral presentations in all content areas
- Students collaborate for group performance and reports

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

- Students are provided cultural learning opportunities in technology and the arts
- Students are provided academic tutoring

### **Teacher Qualifications and Training**

Core classes are taught by highly qualified teachers who hold a CLAD and/or BCLAD and meet the requirements of No Child Left Behind regulations and the California State Board of Education. Students are supported by bilingual assistants, part-time specialists, or trained volunteers per program designs. Teachers of ELs are trained and use appropriate differentiated instruction to reach all levels of English proficiency and in the case of two-way immersion, primary language proficiency. Additional on-site training in GLAD strategies, Thinking Maps, California Reading and Literature Project RESULTS for English Learners, SDAIE and Write from the Beginning have enhanced our literacy instruction for ELs.

Professional development specifically focuses on meeting the needs of ELs. Research indicates that many students easily reach the intermediate level of second language acquisition and struggle to move on to advanced levels. OCEAA's data mirrors these results and our professional development plan will provide teachers with the necessary instructional strategies and assessment tools to address that gap and move students to higher levels of proficiency in English.

### **Reclassification to Fluent English Proficient (FEP) Status**

OCEAA has developed to determine fluent English proficiency for ELs consistent with legal requirements regarding standardized testing and other required assessments. In addition, OCEAA monitors to ensure on-going academic success for reclassified students for at least three years from their reclassification date. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including but not limited to all of the following:

- Proficient or advanced score in overall language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test (CELDT),
- Participation of the pupil's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery,
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parent's opportunity to participate, and encouragement of the participation of parents or guardians in OCEAA's reclassification procedure,
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently



proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### **Monitoring and Evaluation of Program Effectiveness**

OCEAA will continue to use the following methods:

- Adherence to OCEAA's academic benchmarks by language proficiency level and years in program to determine adequate yearly progress
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring of student identification and placement
- Monitoring of parental program choice options
- Monitoring of availability of adequate resources
- Increased professional development focused specifically on effective second language acquisition strategies

OCEAA has implemented a school-wide data management system (*Data Director*). This system allows teachers and administrators to monitor the individual progress of our ELs and make adjustments to the instructional program based on the data. Data is analyzed on a regular basis through release days for teachers in conjunction with our assessment plan. Teachers share this data with the students, parents and Board.

A key factor in student progress is parent involvement and understanding of how to work collaboratively with OCEAA to support the child's educational goals. OCEAA has held and continues to offer regular parent education seminars to empower parents with the tools necessary to understand data, second language acquisition, and practical strategies to apply at home.

OCEAA has formed an English Learner Advisor Committee (ELAC) to disseminate information pertinent to parents of ELs, to empower parents to take on advocacy roles in OCEAA and collaborate with other parents, teachers, support staff and the administration to ensure success for our ELs.

### **Adequate Basic Resources**

OCEAA provides adequate personnel, textbooks, materials, and instructional supplies for the full implementation of all program options.

### **Plan For Special Education/Section 504/ADA**

#### **Overview**

OCEAA adheres to all laws affecting individuals with exceptional needs, including all provisions of the Individuals with Disabilities in Education Improvement Act of 2004 (IDEIA), its

amendments, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). All students are given equal access to OCEAA, regardless of disabilities, and OCEAA does not discriminate against any student based on his or her disabilities. OCEAA does not require the modification of an individualized educational program (IEP) or 504 plan as a condition of acceptance at the Charter School.

OCEAA recognizes the importance of providing education opportunities to all students regardless of physical challenges or special needs. To that end, OCEAA attempts to work in cooperation with the District and all other applicable LEAs, to ensure that the students enrolled in OCEAA are served in accordance with applicable federal and state law. The OCEAA Specialists, which includes the Mild-Moderate Teachers, Speech Pathologist, Psychologist and Counselor, meet weekly to discuss and monitor the progress of our students with IEPs. The Mild-Moderate Teachers progress monitor using DIBELS and share this information with both parents and general education teachers in order to better track student growth. Progress specific to IEP goals is shared with families during reporting periods. OCEAA's special education staff also regularly attends the district's special education parent meetings and brings this information back on site to share with other parents who could not attend. We are also planning to hold special education parent meetings on site at OCEAA in order to increase communication and collaboration. We will annually survey the parents to monitor the effectiveness of the services we provide.

### **Section 504/ADA**

We have many families who attend our Informational Tours and with their IEPs in hand. This has increased the numbers of families in our special education program. We see this as a positive sign that parents find OCEAA's smaller school setting an optimal learning environment for students who might not succeed in traditional school settings.

### **Special Education Services**

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes. Nothing in this petition shall be construed to waive the Charter School's rights under Education Code Section 47641, including its right to provide assurances that the Charter School will participate as a local educational agency in an alternative special education plan.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same



manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

- D. Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, OCEAA is required to contribute “an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in” OCEAA.
- E. Absent specific agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. All facilities of OCEAA are accessible for all students with disabilities in accordance with the ADA. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and the Charter School separate from the terms of this Charter and/or the Charter School may contract with outside service providers at the Charter School’s sole expense.

Further, OCEAA has adopted and implements a policy which outlines the requirements for identifying and serving students with a 504 accommodation plan (OCEAA’s 504 policy is attached as Exhibit “H”). OCEAA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability, which substantially limits a major life activity such as learning, is eligible for accommodation by OCEAA and is accommodated.

F. Services

- a. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services pursuant to the IDEIA, including the allocation of duties between Charter School staff and resources and District staff and resources.
- b. Division and Coordination of Responsibilities

District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized

Education Plan (“IEP”) development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to OCEAA students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School’s site, over the objection of the Charter School, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School’s campus.

The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

c. Identification and Referral

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan (“IEP”) and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter

School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

d. Assessment

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.

e. Individualized Education Plan

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

f. Eligibility and Placement

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in OCEAA unless the IEP team determines that OCEAA is an appropriate educational placement, except for such period of time as enrollment at OCEAA constitutes the student's "stay-put placement."

g. Educational Services and Programs

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that such services are provided at other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

h. Parent Concerns

The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

i. Complaints

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

j. Due Process Hearings

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a local education agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event OCEAA elects to utilize separate legal counsel, OCEAA shall bear the costs of its separate legal counsel.

The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter. This provision shall not apply to cover the costs of separate legal counsel OCEAA may choose to utilize pursuant to the preceding paragraph.

OCEAA agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees,

boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “District and District personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of OCEAA and OCEAA personnel, and OCEAA subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

k. SELPA Activities and Meetings

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff and OCEAA staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District’s Assistant Superintendent of Support Services or designee specifically excuses OCEAA personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for OCEAA personnel. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

l. School District of Residence

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

m. SELPA Requirements

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

n. Contracted Services

If needed due to a shortage in special education staff, it is the responsibility of the

District to seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

## G. Funding

### a. Retention of Special Education Funds by District

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, the Charter School has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

### b. School Contribution of Equitable Share of Charter School Funding

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support").

At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School and any/all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including Charter School students (including those costs attributable to OCEAA students and students from any/all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of Charter School ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. In the event payment is not received within five (5) business days following the payment due date for any monies due from the Charter School to the District, the Charter School hereby authorizes the District, after prior written notification, to deduct any such fees from the funds deposited in the account for the Charter School with the Orange



County Department of Education. Alternatively, the District may elect to offset and deduct any such fees from the District's next succeeding in-lieu property tax apportionments until paid in full, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and OCEAA shall be fully responsible for its actual share of general fund support.

- c. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner, as it is responsible for the cost of serving any other students of the District in accordance with Education Code Section 47646.
- d. OCEAA staff shall conform with all state and federal laws and District procedures related to IEP's, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEP's be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, OCEAA shall provide a hardcopy of the signature page of the IEP to the District's Assistant Superintendent of Support Services.

#### H. OCEAA Election to Become LEA

Should OCEAA ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, such a change would constitute a material revision to the Charter, and OCEAA must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which OCEAA would become its own LEA. Additionally, OCEAA must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which OCEAA would become its own LEA. At the time OCEAA provides such final notice, the notice must include verifiable written assurances that OCEAA will participate in a special education local plan area (SELPA) approved by the State Board of Education in accordance with Education Code Section 47641(a) and that it will provide special education services in accordance with federal and state law, including proof of OCEAA's acceptance as a member of a SELPA for the fiscal year in which OCEAA will become its own LEA, with a request for material revision to the Charter, to be processed in accordance with the requirements of the Charter Schools Act. At any time that OCEAA becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to OCEAA students, regardless of school district of residence of such students, and OCEAA shall be exclusively responsible for the coordination and provision of special education services to OCEAA students and for any and all other obligations of a school or school

district relative to services for students with special needs. As a condition of OCEAA becoming its own LEA and having its material revision for that purpose approved, the insurance and indemnification provisions of this Charter shall be revised to assure that the District has no risk of liability relative to OCEAA's compliance with all requirements of state and federal law relative to the provision of special education services and FAPE.



## ELEMENT 2

*Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.*

*California Education Code Section 47605(b)(5)(B)*

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As a public charter school, we recognize and accept a heightened accountability for reaching ambitious standards for student achievement.

The Charter School has clearly defined schoolwide and student outcome goals in compliance with California Education Code sections 47605(b)(5)(B) and 52060(d).

Accomplishments in each of the goals and outcomes directly support our mission to nurture all learners to become creative, critical thinkers by providing high quality standards-based instruction through the arts, technology, language and culture. OCEAA aims to meet or exceed targets for all applicable state and federal school performance measures including but not limited to API (when/if reestablished or redefined), AYP, and Title III Accountability (AMAOs).

The Charter School will continue to examine and refine details of student outcomes to reflect any changes to state or local standards and better serve our school mission, students, and community.

### CHARTER SCHOOL OUTCOMES THAT ALIGN WITH THE STATE PRIORITIES

Pursuant to Education Code Section 47605.6(b)(5)(B), following is a table describing the Charter School’s outcomes that align with the state priorities and the Charter School’s goals and actions to achieve the state priorities, as identified in Element 1 of the charter.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

#### **STATE PRIORITY #1— BASIC SERVICES**

*The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))*

<b>SUBPRIORITY A – TEACHERS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	100% of core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teaching Credentialing, and 100% of credentialed teachers will be appropriately assigned
<b>ACTIONS TO ACHIEVE GOAL</b>	All core teacher candidates screened for employment will hold valid CA Teaching Credential with appropriate English learner and bilingual instruction authorizations; Human Resources Manager will annually review credential status
<b>MEASURABLE OUTCOME</b>	Core teachers will hold a valid CA Teaching Credential with appropriate English learner authorization and bilingual instruction authorizations as defined by the CA Commission on Teaching Credentialing
<b>METHODS OF MEASUREMENT</b>	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of School Accountability Report Card
<b>SUBPRIORITY B – INSTRUCTIONAL MATERIALS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will have access to high quality instructional materials that support mastery of CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition
<b>ACTIONS TO ACHIEVE GOAL</b>	All instructional materials purchased will be aligned to CA Common Core State Standards and 21 <sup>st</sup> century skills as outlined in our charter petition
<b>MEASURABLE OUTCOME</b>	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in OCEAA’s charter petition
<b>METHODS OF MEASUREMENT</b>	Principal and staff review all instructional materials before purchase pursuant to E.C. § 60119
<b>SUBPRIORITY C – FACILITIES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students and staff will work in a healthy, safe and secure environment that supports achievement
<b>ACTIONS TO ACHIEVE GOAL</b>	Daily general cleaning by custodial staff will maintain campus cleanliness using only “green” products; Annual and monthly facility inspections will screen for safety hazards
<b>MEASURABLE OUTCOME</b>	Annually, 90% of all items on Monthly site inspection checklists and 90% of Facility Inspection checklists will be in compliance/good standing and 100% of identified Required Corrections will be corrected within three months. Daily cleanliness spot checks will also be performed.
<b>METHODS OF</b>	Monthly site inspection documents prepared by Director of Operations; Annual

<b>MEASUREMENT</b>	Facility Inspection Reports
<b><u>STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS</u></b>	
<i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
<b>SUBPRIORITY A – CCSS IMPLEMENTATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All core teachers will participate in annual professional development on the implementation of Common Core State Standards and Smarter Balanced Interim Assessments
<b>ACTIONS TO ACHIEVE GOAL</b>	Train teachers in recently adopted <i>Go Math!</i> materials, Cognitively Guided Instruction and close reading; train teachers in administering and scoring Smarter Balanced Interim Assessments twice annually to measure progress
<b>MEASURABLE OUTCOME</b>	Annually, core teachers will participate in at least 10 hours of Professional Development (PD) and trainings in CCSS. Annually, students in grades 3-8 will participate in two Smarter Balanced Interim Assessment administrations
<b>METHODS OF MEASUREMENT</b>	PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities. Assessment calendar, Smarter Balanced Interim Assessment data
<b>SUBPRIORITY B – EL STUDENTS &amp; ACADEMIC CONTENT KNOWLEDGE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will gain academic content knowledge through the implementation of CCSS aligned instruction and assessment
<b>ACTIONS TO ACHIEVE GOAL</b>	ELs participate in CCSS-aligned instruction with language support from the integration of the ELA/ELD framework in all content areas; ELs receive interventions as indicated by analysis of assessment data
<b>MEASURABLE OUTCOME</b>	Annually, an increasing percentage of ELs will gain academic content knowledge in math, English language arts, science, and history/social science
<b>METHODS OF MEASUREMENT</b>	EL student performance on the CCSS Smarter Balanced Assessments (SBA), teacher designed assessments, annual report cards
<b>SUBPRIORITY C – EL STUDENTS &amp; ENGLISH LANGUAGE PROFICIENCY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	EL students will gain English language proficiency through instruction that aligns the CA ELD Standards with the CCSS for English Language Arts and literacy in History/Social Studies and Science
<b>ACTIONS TO ACHIEVE GOAL</b>	Teachers of ELs participate in at least 10 hours of professional development activities to align the ELA/ELD framework with CCSS ELA/Literacy standards.
<b>MEASURABLE OUTCOME</b>	Annually, an increasing percentage of EL students will reach English language proficiency within five years of initial classification as English Learner

<b>METHODS OF MEASUREMENT</b>	Student performance on CELDT, internal assessment data, EL Reclassification and RFEP monitoring by Title III Coordinator; PD calendar, sign in sheets and classroom walkthroughs will demonstrate participation and application of PD activities.
<b>STATE PRIORITY #3— PARENTAL INVOLVEMENT</b>	
<i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i>	
<b>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Maintain parent representation and leadership
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA will promote and work with parent leadership organizations including but not limited to Families Supporting OCEAA (FSO), English Learner Advisory Council (ELAC), and a School Site Council
<b>MEASURABLE OUTCOME</b>	Annually, OCEAA will maintain parent representation and leadership
<b>METHODS OF MEASUREMENT</b>	FSO, ELAC and School Site Council agendas and minutes
<b>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Promote parent volunteer opportunities through a Parent Volunteer Coordinator
<b>ACTIONS TO ACHIEVE GOAL</b>	School administration will work with the Parent Volunteer Coordinator to solicit a volunteer list that the coordinator will organize based on expertise and availability.
<b>MEASURABLE OUTCOME</b>	Annually, at least 50% of parents will volunteer at OCEAA at least once
<b>METHODS OF MEASUREMENT</b>	The Parent Volunteer Coordinator will create an annual report that will document all volunteer hours spent at the charter school
<b>SUBPRIORITY C - SURVEYS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Solicit parent feedback via annual satisfaction surveys
<b>ACTIONS TO ACHIEVE GOAL</b>	Annually, OCEAA school administration will conduct school satisfaction assessments to generate strategies for improvement. Results of parent satisfaction surveys will be presented to the OCEAA Board of Directors for discussion and follow-up.
<b>MEASURABLE OUTCOME</b>	Community results for the survey will indicate at least 75% overall satisfaction

<b>METHODS OF MEASUREMENT</b>	Results and reports of community satisfaction surveys will be shared with parents, OCEAA Board members, and staff upon completion of analysis
<b>STATE PRIORITY #4— STUDENT ACHIEVEMENT</b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<i>H. CA Measurement of Academic Progress and Performance statewide assessment</i>	
<i>I. The Academic Performance Index (API)</i>	
<i>J. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i>	
<i>K. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</i>	
<i>L. EL reclassification rate</i>	
<i>M. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i>	
<i>N. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i>	
<b>SUBPRIORITY A – CCSS SBA: ELA/LITERACY AND MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students at every applicable grade level, including all student subgroups, score proficient or higher on the CCSS Smarter Balanced Assessment (SBA) in the area of English Language Arts/Literacy and Mathematics
<b>ACTIONS TO ACHIEVE GOAL</b>	Positive school climate, classroom instruction that integrates the arts and technology; appropriate CCSS aligned instructional materials; implementation of intervention programs to assist at-risk students
<b>MEASURABLE OUTCOME</b>	Annually, OCEAA will receive a five (5) or better score in the similar schools band.
<b>METHODS OF MEASUREMENT</b>	CCSS SBA reports
<b>SUBPRIORITY B – API</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA, including all student subgroups, will meet the annual API Growth Target, or equivalent, as mandated by the CA State Board of Education
<b>ACTIONS TO ACHIEVE GOAL</b>	Classroom instruction will align to CCSS, students will receive targeted interventions through the RtI process, teachers will receive PD in prioritized areas to facilitate ongoing program improvement
<b>MEASURABLE OUTCOME</b>	OCEAA, including all student subgroups, will meet the annual API Growth Target or equivalent as mandated by the CA State Board of Education
<b>METHODS OF MEASUREMENT</b>	API Reports or equivalent as determined by the CA Department of Education
<b>SUBPRIORITY C – UC/CSU COURSE GRADE REQUIREMENTS (OR CTE)</b>	

<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY D – EL PROFICIENCY RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	ELs will become English Proficient within 5 years of entering language instruction educational programs
<b>ACTIONS TO ACHIEVE GOAL</b>	Carefully grouping primary grade ELs for ELD instruction, carefully integrating ELA/ELD framework into secondary instruction, identifying specific targets for language learning, assessing learning through standards-referenced assessments
<b>MEASURABLE OUTCOME</b>	Annually, an increasing percentage of EL students will reach English language proficiency within 5 years of initial classification as English Learner
<b>METHODS OF MEASUREMENT</b>	Student performance on CELDT, internal assessment data, EL Reclassification and RFEP monitoring by Title III Coordinator
<b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain a 20% reclassification rate annually
<b>ACTIONS TO ACHIEVE GOAL</b>	Close monitoring and support for students who achieved language proficiency on the CELDT but did not meet additional requirements for reclassification
<b>MEASURABLE OUTCOME</b>	Reclassification rate will be at or above 20% annually
<b>METHODS OF MEASUREMENT</b>	Bi-annual review of student eligibility to reclassify based on state and OCEAA criteria (CELDT, report card grades, SBA scores, etc.) conducted by Title III Coordinator
<b>SUBPRIORITY F – AP EXAM PASSAGE RATE</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b><u>STATE PRIORITY #5— STUDENT ENGAGEMENT</u></b>	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<i>F. School attendance rates</i>	
<i>G. Chronic absenteeism rates</i>	
<i>H. Middle school dropout rates (EC §52052.1(a)(3))</i>	
<i>I. High school dropout rates</i>	
<i>J. High school graduation rates</i>	
<b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain a 95% ADA rate

<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled
<b>MEASURABLE OUTCOME</b>	Annual Average Daily Attendance will be at least 95%
<b>METHODS OF MEASUREMENT</b>	Monthly, quarterly, and annual ADA reports; periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success.
<b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students will not have more than five absences in any school year
<b>ACTIONS TO ACHIEVE GOAL</b>	Parents will be informed of chronic absences as specified in school-family handbook
<b>MEASURABLE OUTCOME</b>	80% of enrolled students will have fewer than five absences during any one school year
<b>METHODS OF MEASUREMENT</b>	End of term absence and tardy reports from our student information system. Periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success. Evidence of success, is determined by monthly, quarterly, and annual attendance reports
<b>SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students will not dropout.
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Registrar will maintain communication with families of students who dis-enroll, and email/phone records with new institutions, until transfer of official documents has occurred.
<b>MEASURABLE OUTCOME</b>	OCEAA will maintain middle school dropout rates at or below the district average.
<b>METHODS OF MEASUREMENT</b>	Records maintained in PowerSchool, OCEAA’s school information system, phone/email records that confirm receipt of documents at new institutions for transfer students.
<b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GRADE LEVELS NOT APPLICABLE TO CHARTER SCHOOL</b>	
<b><u>STATE PRIORITY #6— SCHOOL CLIMATE</u></b>	
<i>School climate, as measured by all of the following, as applicable:</i>	



<p><i>D. Pupil suspension rates</i>  <i>E. Pupil expulsion rates</i>  <i>F. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></p>	
<b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain an annual suspension rate of less than 5%
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports (PBIS) approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns
<b>MEASURABLE OUTCOME</b>	Annually, 5% or fewer of all enrolled students will be suspended
<b>METHODS OF MEASUREMENT</b>	Annual School Accountability Report Card & Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral/SWIS data
<b>SUBPRIORITY B – PUPIL EXPULSION RATES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA will maintain an annual expulsion rate of less than 1%
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will implement a strong Tier 1 discipline plan using the Positive Behavior Interventions and Supports approach; when Tier 1 interventions are not successful, individualized intervention plans are created with students and parents to manage behavior issues and concerns
<b>MEASURABLE OUTCOME</b>	Annually, 1% or fewer of enrolled students will be expelled
<b>METHODS OF MEASUREMENT</b>	Annual School Accountability Report Card & Annual Report and CALPADS Report 7.1; PowerSchool and Office Referral /SWIS data
<b>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students and staff will adhere to the School Emergency Response Plan
<b>ACTIONS TO ACHIEVE GOAL</b>	Annually, all school employees will be trained on the elements of the School Emergency Response Plan. Students and staff will participate in Fire, Earthquake, and other safety drills.
<b>MEASURABLE OUTCOME</b>	100% of staff will participate in at least four hours of Emergency Response training; Students will participate in at least four fire, earthquake or safety drills annually
<b>METHODS OF MEASUREMENT</b>	Professional Development agenda and annual drill calendars



<b>SUBPRIORITY D - SURVEYS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	Students, parents and teachers will feel a sense of community and safety on campus
<b>ACTIONS TO ACHIEVE GOAL</b>	Administration will devise and administer satisfaction surveys to parents, students, and teachers annually. A variety of engaging co-curricular opportunities will further enhance students' sense of belonging and community.
<b>MEASURABLE OUTCOME</b>	Annually, at least 80% of students and families will be satisfied with the safety and school climate on surveys and the retention rate will be 90% or higher
<b>METHODS OF MEASUREMENT</b>	Parent, student and teacher satisfaction surveys will provide information regarding their sense of connectedness and community Attendance and participation by students in campus events will evidence their sense of belonging and engagement Annual reenrollment documentation and class lists will reflect a return rate of at least 90%
<b><u>STATE PRIORITY #7— COURSE ACCESS</u></b> <i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i> <i>“Broad course of study” includes the following, as applicable:</i> <i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i> <i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	OCEAA students, including all student subgroups, will have access to and enroll in our academic and educational program as outlined in the OCEAA's Charter
<b>ACTIONS TO ACHIEVE GOAL</b>	All academic content areas will be available to all students, including student subgroups, at all grade levels
<b>MEASURABLE OUTCOME</b>	Annually, 100% of students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in all core and non-core subjects content areas available
<b>METHODS OF MEASUREMENT</b>	Student, teacher, course, and grade level schedules
<b><u>STATE PRIORITY #8— PUPIL OUTCOMES- ACADEMIC EXCELLENCE DOMAIN: ENGLISH LANGUAGE ARTS</u></b> <i>From the subject areas described above in #7, as applicable.</i>	
<b>SUBPRIORITY A - ENGLISH</b>	
<b>GOAL TO ACHIEVE</b>	All students, including all student subgroups, unduplicated students, and

<b>SUBPRIORITY</b>	students with exceptional needs, will demonstrate grade level proficiency in English Language Arts/Literacy.
<b>ACTIONS TO ACHIEVE GOAL</b>	Common Core aligned instructional guides and benchmarks, training in close reading strategies, integration and application of instructional technology, and goal setting based on data for all students.
<b>MEASURABLE OUTCOME</b>	Annually, OCEAA's average will be at or above the district average for performance in the area of English Language Arts/Literacy.
<b>METHODS OF MEASUREMENT</b>	CCSS SBA results, API or equivalent
<b>SUBPRIORITY B - MATHEMATICS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level proficiency in Mathematics.
<b>ACTIONS TO ACHIEVE GOAL</b>	Common Core aligned instructional guides and benchmarks, training in <i>Go Math!</i> materials and Cognitively Guided Instruction, integration and application of instructional technology, and goal setting based on data for all students.
<b>MEASURABLE OUTCOME</b>	Annually, OCEAA's average will be at or above the district average for performance in the area of Mathematics.
<b>METHODS OF MEASUREMENT</b>	CCSS SBA results, API or equivalent
<b>SUBPRIORITY C – SOCIAL SCIENCES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will demonstrate grade level skills and content knowledge in the social sciences.
<b>ACTIONS TO ACHIEVE GOAL</b>	Training in Common Core History/Social Science Literacy Standards, ELA/ELD framework, close reading strategies and Document Based Questions, and integration and application of instructional technology to enhance content knowledge
<b>MEASURABLE OUTCOME</b>	Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through internal summative assessments (until such time that State assessments are made available)
<b>METHODS OF MEASUREMENT</b>	Formal summative assessments include: benchmarks, essay exams, presentations, projects, and student report cards
<b>SUBPRIORITY D – SCIENCE</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the sciences.
<b>ACTIONS TO</b>	Training in Next Generation Science Standards, Common Core Science Literacy

<b>ACHIEVE GOAL</b>	Standards, ELA/ELD framework, close reading strategies, and integration and application of instructional technology to enhance content knowledge
<b>MEASURABLE OUTCOME</b>	Annually, an increasing percentage of students in grades 5 and 8, including all student subgroups, will attain proficiency on the Science CST
<b>METHODS OF MEASUREMENT</b>	Science CST reports
<b>SUBPRIORITY E – PHYSICAL EDUCATION</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate physical fitness.
<b>ACTIONS TO ACHIEVE GOAL</b>	The playground team will implement an “Active play” recess program TK-8, and develop a standards-based PE scope a sequence for TK-6 that scaffolds physical fitness and development.
<b>MEASURABLE OUTCOME</b>	50% of all students, including all student subgroups, will pass the State Physical Fitness Test
<b>METHODS OF MEASUREMENT</b>	Physical Fitness Test results
<b>SUBPRIORITY F – FOREIGN LANGUAGES</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students in the Two-Way Immersion Program, including all student subgroups, will demonstrate grade level skills and content in Spanish.
<b>ACTIONS TO ACHIEVE GOAL</b>	Dual Immersion Committee and DI Coordinator will conduct training in Dual Language Guiding Principles and 90:10 model, DI Coordinator will provide ongoing support through co-planning, demonstration, observation and coaching
<b>MEASURABLE OUTCOME</b>	Annually, 70% of all students, including all student subgroups, will demonstrate satisfactory performance through formal assessments in Spanish
<b>METHODS OF MEASUREMENT</b>	Formal assessments include: Aprenda/Standards Tests in Spanish exams, AR STAR results, DRA, essay exams, presentations, projects, and student report cards
<b>SUBPRIORITY G – VISUAL AND PERFORMING ARTS</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students, including all student subgroups, will demonstrate grade level skills and content knowledge in the arts.
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Arts Coordinator will: 1) coordinate professional development and instruction in the arts TK-8; 2) secure access to programs and resources (such as Artists-in-Residence) that support access to high quality art experiences, and 3) provide support to teachers through demonstrations, modeling, and co-planning
<b>MEASURABLE OUTCOME</b>	100% of students will participate in a high-quality performance or presentation of their artwork to the OCEAA community and/or general public at least once annually

<b>METHODS OF MEASUREMENT</b>	Master calendar of art events (school assemblies, class productions, Holiday and End of Year Extravaganzas, OCMA Family day, etc.) maintained by Arts Coordinator
<b>SUBPRIORITY G – OTHER SUBJECTS – SOCIAL AND CIVIC RESPONSIBILITY</b>	
<b>GOAL TO ACHIEVE SUBPRIORITY</b>	All students will demonstrate social and civic responsibility based on the ORCA way: <b>Organization, Respect, Careful, Accepting Responsibility</b>
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA staff will model, teach and recognize ORCA behaviors daily and over time to build a safe and caring community; PBIS committee will develop and publicize a citizenship rubric aligned to ORCA behaviors; Peer Conflict Mediator Coordinators will train a cadre of students to be conflict managers through the Peer Assistance Leadership program (PAL)
<b>MEASURABLE OUTCOME</b>	Annually, 85% of students will earn Satisfactory or Excellent citizenship grades
<b>METHODS OF MEASUREMENT</b>	Citizenship report card page aligned to citizenship rubric
<b><u>SCHOOL PRIORITY #1— ACHIEVEMENT OF TWO WAY IMMERSION PROGRAM VISION TO CREATE BILITERATE, BILINGUAL AND BICULTURAL STUDENTS</u></b> <i>The extent to which pupils have opportunities to develop biliteracy, bilingualism and biculturalism</i>	
<b>GOAL TO ACHIEVE SCHOOL PRIORITY</b>	Transform school culture to increase Spanish as the preferred language of communication during non-instructional interactions, and infuse core units with wide exposure to Spanish and Latin American-themed content
<b>ACTIONS TO ACHIEVE GOAL</b>	OCEAA’s Dual Immersion Committee will: 1) study current use of English as default language and plan positive reinforcement to increase the use of Spanish; and 2) create a professional development plan to increase the integration of authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction
<b>MEASURABLE OUTCOME</b>	Articulated professional development plans for increasing the use of Spanish and the integrating authentic Spanish/Latin American literature, history, arts and culture content into core units of instruction
<b>METHODS OF MEASUREMENT</b>	Dual immersion committee agendas, sign in, minutes and work products
<b><u>SCHOOL PRIORITY #2— STANDARDS BASED REPORT CARDS</u></b> <i>The extent to which the information shared in report cards provides students and parents with meaningful information about current levels of student achievement as defined by standards</i>	
<b>GOAL TO ACHIEVE SCHOOL PRIORITY</b>	OCEAA’s report cards and gradebook practices communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning
<b>ACTIONS TO</b>	The Instructional Leadership Team will develop a grading policy and make a

<b>ACHIEVE GOAL</b>	plan to phase in adjustments to grading and evaluation practices to ensure report card grades communicate student achievement in ways that are consistent, meaningful, accurate, and supportive of learning; teachers will implement first round changes to grading and assessment practices
<b>MEASURABLE OUTCOME</b>	Board adoption of grading policy and consistent implementation of first round adjustments by teachers
<b>METHODS OF MEASUREMENT</b>	Board agenda and minutes, PD agendas and minutes, review of PowerTeacher Gradebooks and report cards by administrative team and ILT, comparison of report card data to Smarter Balanced Assessment reports and other quality internal assessment data.

## ELEMENT 3

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.*

*California Education Code Section 47605(b)(5)(C)*

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To meet the needs for evaluation and accountability and to provide information to teachers, students, parents, community and Board, OCEAA has established a standards-based evaluation and accountability system pursuant to EC60602.5 consisting of the following components:

- a. Content and Performance Standards
- b. Assessments
- c. Data Collection
- d. Data Management
- e. Reporting and Analyses
- f. Utilization of Student and Program Data

OCEAA will continue to comply with all present and future state assessment requirements. All students are assessed with the state designated standardized test according to the California Assessment of Student Performance and Progress (CAASPP). ELs will be assessed annually with the CELDT test.

Assessment methods described in this Element as well as included in the chart in Element 2 are aligned to the Eight State Priorities and demonstrate multiple measures for each subject area. The Charter School affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element 2, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605.6(b)(5)(C).

In addition, other measures of student achievement are used as an ongoing part of the quality instructional program at OCEAA. Multiple measures are used for each subject area of the core curriculum including ELD. Types of measures used include:

- a. Criterion-referenced tests
- b. Holistic and analytical rubrics
- c. Checklists
- d. Questionnaires and surveys
- e. Written, fill in the blank, and multiple choice responses
- f. Diagnostic and benchmark assessments
- g. Grade point average
- h. Teacher observation measures
- i. Performance-based assessments in core content areas
- j. Ratings of work in student portfolios

- k. Grade-level promotional rates, including reclassification rates
- l. Rates of referrals to special programs and services
- m. Rates of attendance, participation, completion, and suspension

A system of classroom assessment portfolios maintained for each student provides an accessible record of student data in reading, writing, math, art and technology. Regular review of these classroom portfolios provides students with an opportunity for self-assessment and goal setting.

**Multiple Measures of Assessment**

**K-2nd**

Spanish Language Arts/ELD	Writing	Math
<ul style="list-style-type: none"> <li>○ Spanish High Frequency Words (RESULTS)</li> <li>○ DRA Spanish</li> <li>○ BPST Spanish</li> <li>○ Spanish STAR Reading Assessment (Accelerated Reader)</li> <li>○ ADEPT</li> <li>○ FLOSOM</li> </ul>	<ul style="list-style-type: none"> <li>○ Beginning, middle and end of year Writing Prompt in Spanish scored using CCSS aligned 6 Traits rubric</li> </ul>	<ul style="list-style-type: none"> <li>○ Quarterly CCSS aligned benchmark assessments on standards taught</li> </ul>

**3rd-5th**

SLA/ELA/ELD	Writing	Math
<ul style="list-style-type: none"> <li>○ Spanish and English High Frequency Words (RESULTS)</li> <li>○ DRA Spanish &amp; English</li> <li>○ BPST Spanish &amp; English</li> <li>○ Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</li> <li>○ ADEPT</li> <li>○ FLOSOM</li> <li>○ SBAC Interim Assessments (proposed for 2015)</li> </ul>	<ul style="list-style-type: none"> <li>○ Beginning, middle and end of year Writing Prompts in Spanish and English scored using CCSS aligned 6 Traits rubric</li> <li>○ SBAC Interim Assessments (proposed for 2015-16)</li> </ul>	<ul style="list-style-type: none"> <li>○ Quarterly CCSS aligned benchmark assessments on standards taught</li> <li>○ SBAC Interim Assessments (proposed for 2015-16)</li> </ul>

**6th-8th**

SLA/ELA/ELD	Writing	Math
<ul style="list-style-type: none"> <li>○ Spanish &amp; English STAR Reading Assessment (Accelerated Reader)</li> </ul>	<ul style="list-style-type: none"> <li>○ Beginning and end of year Writing Prompts in Spanish and English</li> </ul>	<ul style="list-style-type: none"> <li>○ Quarterly CCSS aligned benchmark assessments on standards taught</li> </ul>

<ul style="list-style-type: none"> <li>○ ADEPT</li> <li>○ FLOSOM</li> <li>○ Mid-year integrated reading and writing Performance Task</li> <li>○ SBAC Interim Assessments (proposed for 2015)</li> </ul>	<p>scored using CCSS aligned 6 Traits rubric</p> <ul style="list-style-type: none"> <li>○ Mid-year integrated reading and writing Performance Task</li> <li>○ SBAC Interim Assessments (proposed for 2015)</li> </ul>	<ul style="list-style-type: none"> <li>○ SBAC Interim Assessments (proposed for 2015-16)</li> <li>○</li> </ul>
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In core academic classes and including the arts and technology, scoring guides are provided to students as a scoring measure that is used to assess what students know and can do. The scoring guides define what students are expected to achieve and have a scale of degrees of accomplishment built into it. In addition, criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion and class participation form the basis of evaluating student performance and determining student grades.

In the arts, assessment of student work consists of portfolios, curriculum-embedded assessments, student performances (group or individual), and formal assessments (such as open-ended problems).

Assessments of subject matter areas such as mathematics, science, social science, language arts and other courses required for grade-level promotion are administered, whenever possible, to ELs in the language in which they are best able to demonstrate their knowledge of the subject matter.

Teachers review assessment data on an ongoing basis to identify general areas of needed improvement, modify curriculum and course content to meet those needs, gather new or additional instructional resources, and create new assessments to measure continued progress. The primary advantage of this longitudinal data is to be able to measure change and identify trends that impact student achievement and to use this information to make adjustments to the educational program provided to each individual student. By analyzing longitudinal data, OCEAA monitors the effect of various factors on individual student achievement. We also gage the overall effectiveness of individual teachers and grade level instructional programs by disaggregating the data. In addition, we monitor the progress of cohorts of students as they move through our TK-8 program to ensure preparedness for higher education.

**Use and Reporting of Data**

OCEAA will compile and provide to the OCEAA Community, OCEAA Board and Santa Ana Unified School District Board of Education an annual performance report. This report will, at a minimum, include the following data: student achievement, governance and finances.

OCEAA and OCEAA’s Board of Directors jointly develop the content, evaluation criteria, timelines and process for the annual performance report. OCEAA uses the information compiled in the performance audit to evaluate and improve upon its educational programming as necessary, including the School Accountability Report Card (SARC).



OCEAA and the District Board of Education will also jointly develop a site visitation process and protocol to enable the grantor to gather information needed to confirm OCEAA's performance and compliance with the terms of this charter. Pursuant to Education Code Section 47604.3 the Charter School promptly responds to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from the District. OCEAA automatically submits all financial reports required under Education Code Section 47604.33 and 47605(m).

### **Attendance**

OCEAA strives, on average, to achieve at least 95% student attendance and will meet or exceed the minimum number of days and minutes required by the state (see Exhibit "I" for the Academic School Calendar and Bell Schedule). Over the past term, OCEAA's average attendance rate has consistently exceeded the 95% target.

## ELEMENT 4

*Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.*

*California Education Code Section 47605(b)(5)(D)*

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While OCEAA intends to collaborate with the District, the school operates as a separate legal entity, independent of the District. OCEAA is being operated as a duly constituted California nonprofit public benefit corporation, and is governed in accordance with applicable California Corporations Code Sections and its adopted bylaws which are consistent with the terms of this charter (attached as Exhibit “J”). As provided for in the California Corporations Code, OCEAA is governed by its board of directors, whose members have a legal fiduciary responsibility for the well-being of OCEAA.

Pursuant to Education Code Section 47604(c), the District in performing its oversight of the Charter School as required by Education Code Section 47604.32, is not liable for the debts and obligations of OCEAA or for claims arising from the performance of acts, errors, or omissions by the charter school or its employees, representatives, board members, officers, or agents.

All members of the OCEAA Board and all OCEAA administrators shall, by August 15, 2015, and at least annually thereafter throughout the term of this Charter (and within 1 month of the hiring/appointment of a new Board member or administrator such new member/employee shall receive professional training from an outside individual or entity (such as a law firm or other expert) on at least the following laws and requirements: the Ralph M. Brown Act, the Political Reform Act of 1974, Government Code Section 1090 *et seq.*, and the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350 (including the procedures and requirements for investigating and responding to allegations of unlawful pupil fees). OCEAA shall maintain a permanent, public record of all such trainings, including a log of who attended each training, the date and length of the training, the identity of the person providing the training and his/her qualifications, and a copy of all written materials provided as part of the training. All such trainings shall be conducted in accordance with the Brown Act, as applicable.

### **Non-Profit Board of Directors**

OCEAA is governed by a Board of Directors, made up of between seven (7) and nine (9) members, including any District appointee(s). The names and bios of the current Board members are attached as Exhibit “K”. Future Board members shall be selected in accordance with the corporate bylaws to represent parents, the arts community, educators, and the District. All Board members are selected with skills and experience to match their board responsibilities. .

The District Governing Board reserves its right pursuant to Education Code Section 47604(b) to

have a representative on the OCEAA Board, and if the District Board chooses to exercise this right, such representative shall be solely of the District's choosing. Any District representative to the OCEAA Board shall serve solely at the District Governing Board or designee's discretion and may serve an unlimited number of consecutive terms. The OCEAA Bylaws shall specify that no requirements for or restrictions on the appointment, service or terms for removal of other members of the Board of Directors shall apply to any District representative and such representative shall serve at the pleasure of and be removed only by the action of the District Governing Board or designee.

The OCEAA Board meets on a regular basis, at least every other month, to advise OCEAA on the operations of OCEAA, staff, teachers, and students. Similarly, it advises on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student academic and artistic achievement.

The Board of Directors has a responsibility to solicit input from, and opinions of, the parents of OCEAA's students regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibility is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies (see Exhibit "L" for OCEAA's organizational chart). The Board continues to work on to soliciting parent engagement in a variety of ways including, but not limited to: attending school events, participating in open communication forums, regular updates through the school newsletter (The OCEAA Times), and being on campus to be available to parents. These efforts have increased communication and dialogue within our community.

The Directors meet regularly and as needed and will be responsible for carrying out Board responsibilities including but not limited to the following:

- Hiring and evaluating the principal of OCEAA.
- Approving and monitoring the implementation of general policies of OCEAA. These include effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
- Approving and monitoring OCEAA's annual budget.
- Acting as fiscal agent. This includes the receipt of funds for the operation of OCEAA in accordance with charter school laws and the receipt of grants and donations consistent with the mission of OCEAA.
- Contracting an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Establishing operational steering committees of parents, educators, and art professionals.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of School programs.
- Executing all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation and Bylaws, and this Charter necessary to ensure the proper operation of the School.

- Developing, reviewing, or revising OCEAA's accountability and mission.
- Developing OCEAA's calendar and schedule of Board meetings.
- Developing Board policies and procedures.
- Reviewing requests for out of state or overnight field trips.
- Participating in dispute resolution procedures and complaint procedures when necessary.
- Approving charter amendments.
- Approving annual fiscal and performance audits.
- Approving personnel discipline (suspensions or dismissals) as needed.
- Acting on recommended student expulsions.
- Hiring, supervising, evaluating and if necessary, terminating of OCEAA Officers and administration.
- Creating external or sub-committees as needed, including but not limited to, a compensation committee and an audit committee.
- Preparing and submitting, on a semi-annual basis (mid-year and end of year), reports to the District regarding OCEAA's progress in implementing this Charter and other specific matters as the District Board or District administration may request.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of OCEAA any of those duties. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing
- Specify the entity designated;
- Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

### **Principal**

The Principal of the Charter School is to the Board what the Superintendent is to the District Board of Education.

The responsibilities of the Principal include but are not limited to the following:

- Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.
- Develop Board meeting agenda in conjunction with the Board secretary in compliance with the Brown Act.
- Supervise, either directly or through subordinates, all employees of OCEAA.
- Provide timely performance evaluations of all school employees at least annually.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the

board.

- Communicate with School legal counsel.
- Stay abreast of school laws and regulations.
- Approve all purchase orders, pay warrants, and requisitions and, upon approval, forward on for processing.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Oversee Grant writing.
- Establish and execute enrollment procedures.
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as necessary.
- Provide all necessary financial reports as required for proper ADA reporting.
- Make budget line item revisions when necessary and report changes regularly to the Board.
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Present a quarterly financial report to the Board.
- Present regular student achievement updates to the Board.
- Provide assistance and coordination to the Faculty in the development of curriculum.
- Oversee parent/student/teacher relations.
- Attend or send designee to IEP meetings when necessary.
- Supervise student disciplinary matters.
- Coordinate the administration of Standardized Testing.
- Plan and coordinate student orientation.
- Attend all Board meetings and attendance as necessary at District Board of Education meetings as the charter representative.
- Oversee site safety.
- Foster an amicable relationship between the District and School and facilitate a sharing of resources between both entities.
- Establish a Communication Model to facilitate communication among all the groups within OCEAA, between OCEAA and the District, and between OCEAA and the community at large.
- Establish procedures designed to carry out Board policies.
- Create and appoint committees to assist in the execution of certain planning and administrative functions (known as Officer appointed committees).
- Oversee Master Calendar.
- Manage communications between the District Board and the Board of the Charter School.
- Develop OCEAA annual performance audit.
- Present performance audit to the Board of the Charter School and after review by OCEAA Board present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education.
- Facilitate open house events.

The above duties may be delegated or contracted as approved by the Board to a business administrator of OCEAA or other employee, a parent volunteer (only in accordance with student and teacher confidentiality rights) or to a third party provider (only in accordance with student and teacher confidentiality rights) as allowed by law.

### **Parent Involvement**

OCEAA has an active parent committee, Families Supporting OCEAA (FSO) comprised of school staff, parents and guardians, which acts in an advisory capacity to OCEAA's Board. The FSO is governed by bylaws adopted by the parents involved in the committee. Meetings are held throughout the year allowing parents to understand how a Charter School operates, how it provides an educational service and how it is accountable to the community. The FSO serves as a venue to facilitate open and ongoing communication between the school staff and home.

OCEAA promotes parent involvement on a variety of levels, from volunteering at school events to working side-by-side with staff in developing policy and procedures. Parents are encouraged to be advocates for their child's education through our monthly meetings with administration, parent conferences, Board meetings, parent education workshops, weekly assemblies, and our open door policy. In addition, OCEAA annually seeks feedback from parents through surveys, which OCEAA then uses to refine and improve the instructional program and services provided to our students and their families.

To encourage additional parent involvement, OCEAA recommends a minimum number of volunteer hours per child be completed. It is our goal that these hours entice our parents to deeper levels of involvement at the School in advocacy role.

### **School-Site Decision Making**

OCEAA includes staff, students, parents and other stakeholders in the decision making process. Several committees support this inclusive process. All committees shall comply with the Brown

Act, which is applicable to OCEAA in the same manner and to the same extent as it governs the District.

- Instructional Leadership Team (ILT) works collaboratively to make school-wide decisions related to curriculum, instruction, and academic priorities. This committee includes teachers and administration.
- Student Leadership Team (SLT) promotes educational and recreational opportunities for students and staff. They are led by staff and there is an elected student board.
- Budget Committee oversees the School's budget and seeks input from teachers, support staff, parents, administration and the Board.
- FSO works collaboratively with students, teachers, administration, parents and community organizations to support educational goals and enrich the educational program.
- Wellness Committee is a group of students, teachers, support staff and parents who promote healthy life-styles and choices.
- Arts Committee works to develop partnerships with community organizations to support and advocate for arts education. Arts coordinators, teachers, administration, and parents participate in this committee.
- Technology Committee promotes the use and integration of technology to support the educational goals and includes the technology coordinator, teachers, support staff and parents.
- RTI Committee supports struggling students through the development of a School-wide intervention plan based on the three tier levels of support.

### **Conflict of Interest**

The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with the purposes for which schools are established.

A Board member cannot vote or participate in a discussion relating to a matter in which he/she has a personal financial interest. Notwithstanding any conflict in the OCEAA Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of OCEAA and its Board of Directors shall comply with all laws controlling charter schools. OCEAA shall comply with Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov.



Code Section 81000 *et seq.*), and any attendant regulations as they may be amended from time to time, (including, but not limited to, the adoption of a conflict of interest code and designation of officials and reporting categories as required by the PRA) and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. By the terms of this Charter, OCEAA is obligated to comply with the requirements of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 to the same extent as if OCEAA were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Charter School Board of Directors will attend an annual in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.

### **Brown Act**

OCEAA and its governing board shall comply with the Ralph M. Brown Act as set forth in California Government Codes Section 54950 *et seq.* to the same extent and in the same manner as would a non-charter California public school district and any attendant regulations as they may be amended from time to time.

OCEAA shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees to which the Brown Act applies, on or before the date required for posting of such agendas in compliance with the Brown Act.

### **Policies**

OCEAA maintains policies and procedures pertinent to its operation, which shall be subject to review and comments by the District. In the case of a conflict between the requirements of this Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the Charter shall be deemed a violation of this Charter and the Bylaws shall provide that in the case of such a conflict the OCEAA Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of this Charter or seek a material revision to the Charter to make the Articles, Bylaws and Charter consistent. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of OCEAA, the provisions of this Charter shall prevail.



OCEAA shall provide written notice to the District Superintendent or designee of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the corporate board of directors. Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to OCEAA's governance structure and/or Charter, OCEAA may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. OCEAA's Bylaws shall specify these procedures for and limitations on amendment of the Bylaws. Should OCEAA adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s).

### **District Collaboration**

OCEAA is fortunate to count on the support of the District. The Principal should attend District Principals' Meetings if allowed, in order to continue to develop leadership skills. In the past District staff has provided valuable feedback and suggestions on how to improve our instructional program for our students. Through annual site visits and meetings with District staff, we have dramatically improved the services provided to our Special Education students. The District staff's recommendations on tools for progress monitoring (i.e. *DIBELS*), benchmark assessments, instructional programs (i.e. *MIND Research Institute*) and increasing instructional rigor have been implemented and have contributed to the success of our students. It is OCEAA's goal to maintain this collaborative effort to continue to benefit all of our students.

# ELEMENT 5

*Governing Law: The qualifications to be met by individuals to be employed by the school.*

*California Education Code Section 47605(b)(5)*

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## **Teachers**

OCEAA adheres to Education Code Section 47605(l), all California Commission on Teacher (CTC) Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculties for the Charter School.

Teachers for core classes must be “highly qualified” as defined by the No Child Left Behind Act, and must hold appropriate California teaching certificates, permits, or other documents equivalent to that which a teacher in other schools would be required to hold pursuant to Education Code Section 47605(l). A copy of each teacher’s teaching credential is kept on file at the school site and is submitted to the District annually through the CBEDS/CALPADS reporting and additionally can be accessed through the California Commission on the Teacher Credentialing web page.

In the event that OCEAA seeks to utilize the flexibility provided in Education Code Section 47605(l), for non-core, non-college/non-preparatory teachers, it will notify the district and seek the district’s agreement as to the qualifications of the course as “non-core” or “non-college/non-preparatory” and what courses fall within those categories. Should OCEAA choose to utilize this “flexibility,” OCEAA takes full and complete responsibility for the application of “flexibility” regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(l), including any impacts its use of such “flexibility” may have on OCEAA’s funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of “flexibility” in credential requirements for non-core, non-college preparatory classes at OCEAA.

## **Non-Instruction**

All non-instructional staff such as business manager, community outreach specialist, nutrition services director, food services accountant, instructional assistant, nurse, health clerk, data base coordinator, website coordinator, technology coordinator, activities coordinator, attendance clerk, receptionist, custodian and noontime supervisor personnel must possess experience and expertise appropriate for their position.

## **Administrators**

The Administrative positions may evolve as needed to meet the administrative needs of OCEAA (e.g. one Principal and one or more subject specific Assistant Administrators).

Any Principal, Vice Principal or Assistant Administrator of OCEAA is an instructional leader committed to educational excellence with a demonstrated ability to use data to develop and meet program goals, shall have excellent communication and organizational skills. Additionally, they will have Master's Degree from an accredited college or university, four years of related teaching experience and two years of administrative experience. It is preferred that a Vice Principal or Assistant Administrator have a valid California Administrative Services Credential, expertise in math and literacy curriculum and instruction, arts and technology integration, and/or bilingual education in addition to experience in a charter school setting, and any subject-specific Assistant Administrators shall have demonstrated expertise in their particular subject matter. Spanish/English bilingualism is preferred.

OCEAA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of OCEAA. Such services may be provided either by an employee of OCEAA or by a consultant (or consultant group) hired by OCEAA. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity.

### **Overall Qualifications of Staff**

OCEAA reserves the right to require additional qualifications for any employment position beyond those specified in this Charter.

OCEAA staff includes educators and support staff who seek to provide a high-quality education for our students. They share a strong desire and commitment to academic achievement through the arts, technology, language and culture.

OCEAA has a rigorous and collaborative selection process that includes students, teachers, support staff, administration and parents. The process generally includes:

1. Positions advertised to the public
2. Paper screening of candidate qualifications
3. Phone interview
4. Initial interview
5. Second interview to include lesson demonstration (if appropriate).
6. Reference check.
7. Live Scan and TB clearance.
8. Credential (if appropriate) and document verification.
9. Other requirements as needed.

### **Salaries and Benefits**

OCEAA strives to maintain competitive salaries and benefit packages to retain highly qualified staff. Full health benefits are offered to full time employees.

### **Performance Assessment**

Each OCEAA staff member receives a mid-year and end-of-year performance assessment annually by his/her supervisor. The goal of these assessments is to provide feedback and assist the employee in growing or improving professionally. The criteria used for OCEAA's staff members in their evaluations include, but are not limited to:

1. Job Descriptions specific to the position
2. California Standards for the Teaching Profession (when applicable)
3. Professional Learning Plan Goals (when applicable)
4. California Professional Standards for Educational Leaders (when applicable)
5. Feedback from colleagues/students/families (when applicable)
6. Overall effectiveness

# ELEMENT 6

*Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.*

*California Education Code Section 47605(b)(5)(F)*

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OCEAA shall comply with all applicable safety laws. OCEAA has developed comprehensive health, safety, and risk management policies in consultation with its insurance carriers and risk management experts, and shall review such policies and procedures with its insurance carriers and risk management experts on at least an annual basis in order to maintain them as legally compliant and in accordance with best practices.

## **Procedures for Background Checks**

OCEAA complies with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, contractors and volunteers prior to employment and/or any one-on-one contact with pupils of the School. The Principal of OCEAA monitors compliance with this policy and reports to the Board of Directors on an annual basis or upon request of the District.

## **Role of Staff as Mandated Child Abuse Reporters**

All certificated and non-certificated staff are mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

## **TB Testing**

OCEAA follows the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

## **Immunizations**

OCEAA adheres to all laws applicable to non-charter California public schools related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

## **Medication in School**

OCEAA adheres to Education Code Section 49423 regarding administration of medication in school.

## **Vision/Hearing/Scoliosis**

OCEAA adheres to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the school.

### **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

### **School Facilities**

OCEAA frequently assesses the safety of the school site using the state, county and city guidelines. Regular preventative maintenance is performed to ensure the structural integrity of our building and equipment.

OCEAA maintains a safe school plan that is reviewed on an annual basis. This plan ensures that all of our auxiliary services (food services, transportation, custodial services, hazardous waste, etc.) are safe.

### **Emergency Preparedness**

OCEAA adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the OCEAA site. This handbook includes responses to the following situations: fire, flood, earthquake, terrorist threats, and hostage situations.

### **Blood borne Pathogens**

OCEAA meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board has established a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

Whenever exposed to blood or other body fluids through injury or accident, students and staff

should follow the latest medical protocol for disinfecting procedures.

### **Drug-, Alcohol-, and Smoke-Free Environment**

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

### **Procedures**

OCEAA has adopted and maintains procedures detailed in the Employee Handbook to implement the policy statements listed above. This includes due process for employees and complaint procedures.

OCEAA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. OCEAA has developed and shall disseminate at least annually to pupils, parents, and employees a comprehensive policy to prevent and remediate in a timely manner any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, student to student, and student to employee misconduct), as well as comprehensive policies to address any type of discrimination, harassment, or bullying and complaints of unlawful pupil fees. OCEAA takes misconduct of this nature very seriously and will address such misconduct in accordance with its adopted policies and procedures.

# ELEMENT 7

*Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.*

*California Education Code Section 47605(b)(5)(G)*

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OCEAA considers pupils for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level. OCEAA strives, through recruiting, to achieve a racial and ethnic balance of students that reflects the general population of the District (see Table 6.1). OCEAA rigorously recruits students in impacted areas and provides assistance to families in completing and returning registration applications.

**Student Demographics (Source: CDE DataQuest 2013-14 Enrollment)**

	Hispanic or Latino	American Indian or Alaska Native	Asian	Pacific Islander	Filipino	African America	White	Two or More Races	Not Reported
OCEAA	85.6%	0.1%	0.7%	0.0%	0.0%	1.2%	4.9%	0.0%	7.2%
SAUSD	90.7%	0.1%	2.6%	0.1%	0.3%	0.3%	2.7%	0.6%	0.7%

OCEAA’s Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including newspaper and television. The marketing plan also includes the preparation and distribution of recruiting materials in English and Spanish. OCEAA will develop applications in other languages, as needed.

The Outreach Plan schedules dates, times, and locations of open houses, informational meetings, and other activities in a manner which ensures, to the extent possible, that all interested families are able to attend.

OCEAA aims to enhance the instructional program and outreach through partnerships with the Orange County School of the Arts, the Pacific Symphony, the Orange County Museum of Art, The Wooden Floor (Saint Joseph’s Ballet), El Centro Cultural de Mexico, Mexican Consulate, Santa Ana Arts Council, Santa Ana Arts organizations, Orange County Performing Arts Center, as well as regional colleges and universities such as California State University, Fullerton, Santa Ana College, Chapman University and the University of California, Irvine.

OCEAA provides an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District and steps taken to ensure a racial and



ethnic balance as described herein. The annual report disaggregates racial and ethnic class, free and reduced lunch participation percentage, English Learners, and includes the percentage versus total of those who applied and those who were admitted.

# ELEMENT 8

*Governing Law: Admission requirements, if applicable.*

*California Education Code Section 47605(b)(5)(H)*

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OCEAA admits all pupils who wish to attend OCEAA up to capacity. No test or assessment is administered to students prior to acceptance and enrollment into OCEAA or for continued enrollment at OCEAA.

OCEAA shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to OCEAA, nor shall any course credit or privileges related to OCEAA education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Pupils are considered for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics), fluency in English, or parent income/educational level.

The application process is comprised of the following:

- Parent attendance at a school orientation meeting
- Completion of a student enrollment form (which asks only for student and parent legal names, birthdate, address, district of residence, previous school, and grade of student)
- Proof of minimum age requirements, e.g. birth certificate

Applications are accepted during an open enrollment period from March 1st to March 15th for enrollment in the following school year. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than availability. In this event, OCEAA holds a public random drawing to determine enrollment for the impacted grade level(s), with the exception of existing students who are guaranteed enrollment for the following school year.

Enrollment priority in the case of a public random drawing is allowed in the following priority order:

1. Siblings of currently enrolled students
2. Children of OCEAA employees
3. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity are given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the school year.

In no circumstance does a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on OCEAA's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. OCEAA will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

After being accepted for admission, pupils/parents/guardians will be given a specified period of time after notification of admission to submit a completed enrollment package, which may include, but is not necessarily limited to:

- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form

Failure to submit the completed enrollment packet by the specified deadline will result in that pupil forfeiting his/her admission position, and admission will be offered to the next person on the waitlist.

## ELEMENT 9

*Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ general accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.*

*California Education Code Section 47605(b)(5)(I)*

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An annual independent financial audit of OCEAA's books and records shall be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The audit shall verify the accuracy of OCEAA's financial statements, attendance and enrollment accounting practices, and reviews OCEAA's internal controls. The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

These financial audits shall be conducted by an independent auditor, who is included on the State Controller's approved list of independent auditors. The auditor will verify the accuracy of the School's financial statements, accounting practices, revenue-related data collection and reporting practices and will review the School's internal controls. The audit will include a review of ADA as reported by OCEAA. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that the School's money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. OCEAA agrees to resolve outstanding issues from the audit prior to the completion of the auditor's final report. The audit will be completed and submitted to the District, the California Department of Education, the State Controller and the Orange County Superintendent of Schools by December 15th following each school year or at a mutually agreed upon earlier date. OCEAA will provide interim financial data required by the District to fulfill its obligation to the county and state.

In the case that OCEAA either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option pay for an audit to be completed and invoice OCEAA for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

The audit is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, OCEAA shall bear the cost of the audit.

OCEAA will notify the District of any pending litigation or legal action taken against OCEAA within 30 calendar days of OCEAA receiving said notice.

OCEAA agrees to use appropriate and acceptable financial reporting formats that are in compliance with CDE specifications. This includes: Cash Flow, Multi-year Budget Projections, Interim reports, Current Year Budget Assumptions and the Charter School Unaudited Actuals Financial Report Form.

# ELEMENT 10

*Governing Law: The procedures by which pupils can be suspended or expelled.*

*California Education Code Section 47605(b)(5)(J)*

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Compliance with the procedures set forth in this Element 10 of the Charter shall be the only process for OCEAA to involuntarily dismiss, remove, or otherwise exclude a student who attends OCEAA from further attendance at OCEAA.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at OCEAA. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School faculty and support staff co-created the school wide discipline policies and procedures and annually convene to review and update the policies. As part of the review process, input from parents via the FSO is solicited and included as deemed necessary. School staff enforce disciplinary rules and procedures fairly and consistently amongst all students. The Principal ensures that this Policy and its Procedures are distributed and accessible to parents on the school's web site as part of the Family School Handbook and clearly describes discipline expectations. Notice is given that this Policy and Administrative Procedures are also available on request at the Principal's office. Parents/Guardians and students sign an agreement to uphold the school's discipline policies and procedures as part of the annual enrollment process.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, the use of alternative educational environments, suspension and expulsion.

Corporal punishment is not used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Improvement Act (IDEIA), or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (Section 504), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCEAA follows Section 504 of the Rehabilitation Act and Individuals with Disabilities in Education

Improvement Act (IDEIA) when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCEAA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCEAA shall continue to coordinate and communicate with the District any discipline of a student with a disability under the IDEIA or who is suspected of having a disability under the IDEIA.

A. Definitions (as used in this policy):

1. "Board" means governing body of the Charter School
2. "Expulsion" means dis-enrollment from the Charter School
3. "School day" means a day upon which the Charter School is in session or weekdays during the summer recess.
4. "Suspension" means removal of a pupil from ongoing instruction for adjustment purposes. However, "suspension" does not mean the following:
  - a. Reassignment to another education program or class at the Charter School where the pupil will receive continuing instruction for the length of day prescribed by the Charter School Board for pupils of the same grade level
  - b. Referral to a certificated employee designated by the Principal to advise pupils.
  - c. Removal from the class but without reassignment to another class for the remainder of the class period without sending the pupil to the Principal or designee.
  - d. "Pupil" includes a pupil's parent or guardian or legal counsel or other representative.
  - e. "School" means the Charter School.

B. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at OCEAA, at any other school or a School sponsored event at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off OCEAA campus; d) during, going to, or coming from a school-sponsored activity.

C. Enumerated Offenses

Students may be suspended or expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator of designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.



14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
16. Made terrorist threats against school officials and/or school property.
17. Committed sexual harassment.
18. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
19. Intentionally harassed, threatened, or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.
20. Failure to comply with the requirements and policies stated in the OCEAA School-Family Handbook.

The above list is not exhaustive and, depending upon the offense, a pupil may be suspended or expelled for misconduct not specified above.

Alternatives to suspension or expulsion will first be attempted with students who are truant, tardy, or otherwise absent from assigned school activities.

#### D. Suspension Procedure

Suspensions are initiated according to the following procedures:

1. Informal Conference

Suspensions are preceded, if possible, by an informal conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practicable, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student are notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against him or her and is given the opportunity to present his or her version and evidence in his or her defense.

This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil is not contingent upon attendance by the pupil's parent or guardian at the conference.

## 2. Notice to Parents/Guardians

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. This notice states the specific offense committed by the student. In addition, the notice shall also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, do not exceed five (5) consecutive school days per suspension. If the pupil is recommended for expulsion, the suspension shall extend through the 10- day opportunity to appeal period. If the expulsion is appealed, the pupil and the pupil's guardian or representative is invited to a conference to determine if the suspension for the pupil should be extended pending an appeal hearing. This determination will be made by the Principal upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an appeal hearing.

## E. Authority to Expel

A student may be expelled either by the Principal, or if appealed, by the OCEAA Board following an impartial hearing before an Administrative Panel (the "Expulsion Hearing Panel" or "Panel") appointed by the OCEAA Principal as needed. The Panel shall consist of at least three impartial school administrators, all holding valid California administrative services credentials and selected by OCEAA administrative staff. One administrator will be invited from the student's home district. No district may have more than one representative on the panel. No OCEAA administrator shall be a panel member.

The Panel may recommend expulsion, recommend no expulsion, or recommend other non-expulsion disciplinary measures.

#### F. Expulsion Procedures

The steps in the expulsion procedure are as follows:

1. The Principal may recommend expulsion of a pupil and shall give notice to the parent or guardian.
2. The parent or guardian shall have ten days from that notice to appeal the Principal's recommendation for expulsion. If the parent or guardian does not appeal the expulsion recommendation in a timely manner, the expulsion becomes final and the pupil is expelled.
3. If appealed, an impartial Expulsion Hearing Panel shall hear the appeal and any evidence presented, and shall issue a report and recommendation to the OCEAA Board.
4. The OCEAA Board shall consider the report and recommendation in closed session, and shall make the final determination on the expulsion appeal.

Unless postponed for good cause, the appeal hearing shall be held within thirty (30) school days after the parent/guardian appeals the Principal's expulsion recommendation.

The expulsion appeal hearing is presided over by the chair of the Expulsion Hearing Panel.

Written notice of the appeal hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it is deemed served upon the pupil. The notice shall include:

1. The date and location of the appeal hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed is based;
3. A copy of OCEAA's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;

5. Notification of the opportunity for the student or the student's parent/guardian to appear in person or to be represented by counsel or an advocate, and to present evidence;
6. Notification of the of the right to inspect and obtain copies of all documents to be used at the hearing;
7. Notification of the opportunity to confront and question all witnesses who testify at the hearing;
8. Notification of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

#### G. Record of Appeal Hearing

A record of the appeal hearing shall be made and may be maintained by any means, including electronic recording, as long as reasonably accurate. The record shall be made by the chair of the Panel or her/his designee.

#### H. Presentation of Evidence

While formal rules of evidence do not apply to appeal hearings, evidence is admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

The Panel's report, recommendation, and findings of fact are based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel may be based solely on hearsay. Sworn declarations may be admitted as non-hearsay testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Panel shall be in the form of a written recommendation to the OCEAA Board who will make a final determination regarding the expulsion. The final decision by the OCEAA Board shall be made within ten (10) school days following the conclusion of the hearing, or at its next regularly-scheduled meeting, whichever is later. The OCEAA Board may from time to time adopt policies that modify the appeal hearing process, so long as the final expulsion determination is made by the Board.

#### I. Written Notice to Expel

The Principal, after close of the ten-day appeal period or, if appealed, following a decision of the OCEAA Board to expel, shall send a written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. Notice of the specific offense committed by the student.
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with OCEAA.

The Principal shall send written notice of the decision to expel to the Student's School District of residence, and the Santa Ana School District. This notice includes the following:

1. The student's name
2. The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

#### J. Disciplinary Records

OCEAA maintains records of all student suspensions and expulsions at the school. Such records shall be made available to the District upon request.

#### K. No Further Right to Appeal

The pupil shall have no further right of appeal from expulsion from OCEAA as the Board's decision to expel shall be final.

#### L. Expelled Pupils/Alternative Education

Pupils who are expelled are responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

#### M. Rehabilitation Plans

Students who are expelled from OCEAA are given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan shall include a date not later than one year from the date of expulsion when the pupil may reapply to OCEAA for readmission.

#### N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another

school district or charter school is in the sole discretion of the Board following a meeting with the Principal and the pupil/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the OCEAA environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

#### 1. Notification of District

OCEAA shall immediately notify the District and coordinate the procedures in this policy with the District when any student with a disability, or student for whom OCEAA or District would be deemed to have knowledge that the student had a disability, violates a code of student conduct, rule, or policy resulting in a suspension or recommendation of expulsion.

#### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, rule, or policy, OCEAA, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- (A) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- (B) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If OCEAA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If OCEAA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- (A) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the District had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.
- (B) If a behavioral intervention plan has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.
- (C) Except in the case of a student removed to an interim alternative educational setting, OCEAA shall return the child to the placement from which the child was removed, unless the parent and OCEAA agree to a change of placement as part of the modification of the behavioral intervention plan.

If OCEAA, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the OCEAA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

## ELEMENT 11

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.*

*California Education Code Section 47605(b)(5)(K)*

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The OCEAA board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and or PERS. Certificated employees of OCEAA shall be members of and participate in the California State Teachers Retirement System (STRS), to the extent permitted by STRS. Non-certificated employees of OCEAA shall be members of and participate in the Public Employment Retirement System (PERS), to the extent permitted by PERS. To the extent that any OCEAA employees are not permitted to participate in STRS and/or PERS, the affected employees shall participate in federal social security. The Principal or her/his designee shall be responsible for ensuring that appropriate arrangements for coverage have been made and complied with.



## **ELEMENT 12**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.*

*California Education Code Section 47605(b)(5)(L)*

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Students who reside within the District who choose not to attend the charter school may attend a school within their school of residence according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents and guardians of each student enrolled in the charter school are informed that the students have no right to admission in a particular school of any local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

## ELEMENT 13

*Governing Law: A description of the rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.*

*California Education Code Section 47605(b)(5)(M)*

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No public school district employee shall be required to work at OCEAA. Employees of the District who choose to leave the employment of the District to work at OCEAA will have no automatic rights of return to the District after employment by OCEAA unless specifically granted by the District through a leave of absence or other agreement. OCEAA employees shall have any right upon leaving the District to work at OCEAA that the District may specify, any rights of return to employment at the District after employment at OCEAA that the District may specify, and any other rights upon leaving employment to work at OCEAA that the District determines to be reasonable and not in conflict with any law.

# ELEMENT 14

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.*

*California Education Code Section 47605(b)(5)(N)*

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## **Disputes Between the District and OCEAA**

OCEAA and the District will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures.

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of OCEAA or the District's oversight obligations, or a dispute otherwise arises between the District and OCEAA, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- (2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.
- (3) If the violation or issue in question does not constitute a severe and imminent threat and the District has not decided to commence revocation procedures, the District will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will also constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the OCEAA representative will be the

OCEAA Principal. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to step 4. Any period of time agreed upon at the meeting for OCEAA to attempt to cure the issue shall be deemed and is agreed by OCEAA and the District to constitute the “reasonable opportunity to remedy the violation” provided for in Education Code Section 47607(d) prior to revocation of the Charter.

- (4) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

### **Internal Disputes**

The OCEAA Board will adopt policies and processes for airing and resolving disputes, other than those between the District and OCEAA which are covered above. Parents, students, Board members, volunteers and staff at OCEAA will be provided with a copy of OCEAA's policies and dispute resolution process.

The District will refer all disputes or complaints it receives not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCEAA's Principal for resolution according to OCEAA's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCEAA's Principal for resolution according to OCEAA's internal dispute resolution process. Should the District receive a complaint regarding OCEAA that is referred to OCEAA for investigation and/or resolution, OCEAA shall provide the District with updates regarding OCEAA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that OCEAA's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the School's board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

### **Teachers' Union**

OCEAA recognized the teachers' union in June 2009, and terms and conditions of employment “not inconsistent” with the Charter may be negotiated with the union.

## ELEMENT 15

*Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).*

*California Education Code Section 47605(b)(5)(O)*

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OCEAA has been deemed the exclusive public school employer of the employees of OCEAA for the purposes of the Educational Employment Relations Act (“EERA”). OCEAA shall comply with the EERA.

# ELEMENT 16

*Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records.*

*California Education Code Section 47605(b)(5)(P)*

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The following procedures (“Closure Protocol”) shall apply in the event OCEAA ceases to be a charter school or otherwise closes, regardless of the reason for closure. In addition to the following procedures, OCEAA shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

Any decision to close OCEAA as a charter school operating pursuant to this Charter shall be documented by official action of the OCEAA Charter governing board (“Closure Action”). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the OCEAA Board votes to close OCEAA, or the Charter lapses. In the event of a Closure Action, OCEAA shall implement the following steps:

- A. OCEAA shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The OCEAA Board shall provide written notification to the District of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to who reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. OCEAA shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. OCEAA shall provide written notification of the Closure Action and the effective date of closure of OCEAA to the California Department of Education, the Orange County Department of Education, OCEAA’s SELPA, and the retirement systems in which OCEAA’s employees participate by registered mail within 72 hours of the Closure Action.
- E. On closure, OCEAA shall remain solely responsible for all liabilities arising from the operation of the Charter School.

- F. OCEAA Board shall ensure notification to the parents and students of OCEAA of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.
- G. The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.
- H. OCEAA will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at OCEAA if OCEAA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. Section 1232g. OCEAA will ask the District to store original records of Charter School students. If the District cannot do so, OCEAA will ask the County Office of Education for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- I. As soon as is reasonably practical, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, OCEAA shall prepare final financial records. OCEAA shall also have an independent audit completed by an independent auditor, and included on the State Controller's approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the District promptly upon completion. The auditor and audit shall comply with all of the requirements for OCEAA's annual audit as set forth in Element 9 of this Charter. In the case that OCEAA either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of OCEAA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by OCEAA shall be the responsibility of OCEAA and not the District. OCEAA understands and acknowledges that OCEAA will cover the outstanding debts or liabilities of OCEAA. Any unused monies at the time of the audit will be returned to the appropriate funding source. OCEAA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education

related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

- J. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the OCEAA Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the School and student transfers.
- K. The OCEAA Board shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code and file all necessary filings with the appropriate state and federal agencies.
- L. In addition to the final audit, OCEAA shall also submit any required year-end financial reports to the California Department of Education, the Orange County Department of Education, and the District, in the form and timeframe required.
- M. If OCEAA is operated by or as a nonprofit corporation, and the corporation does not have any functions other than operation of the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of OCEAA will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this



Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operation. OCEAA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCEAA breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

As specified in the attached Budget, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Upon closure of OCEAA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by OCEAA would be unemployed and would have to seek employment elsewhere.

# MISCELLANEOUS PROVISIONS

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## **Budget and Financial Reporting**

*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation.*

*California Education Code Section 47605(g)*

Attached, as Exhibit “M”, please find the following financial documents:

- A projected 5-year budget
- Cash Flow for the next three years of operation

These documents are based upon the best data available to the petitioners at this time.

OCEAA will complete and file any annual reports required pursuant to Education Code section 47604.33.

OCEAA records all revenues and expenses in ACCPAC accounting software or the Financial System approved by the District. All Governmental Funds of the Charter are reported using the modified accrual accounting method, measuring cash and all other financial assets that can be readily converted to cash. All reporting conforms to the requirements of GASB 34 and all other pertinent governmental accounting and auditing standards.

OCEAA provides financial reports, in the manner prescribed by California’s Standardized Account Code Structure (SACS), for the required September 15 report to the District and for the First and Second Interim Reports, Adopted Budgets, and Unaudited Actuals.

The Charter also provides an annual independent audit, including financial schedules in the aforementioned formats to the District, the County Board of Education, the Controller, and the California Department of Education.

Annually, no later than December 15th, the Charter School supplies the District with an annual statement of assets and liabilities. It is expected that this information is included in the annual independent fiscal audit. However, in the event that it is not contained in the audit or the audit is not completed by this date, the Charter School shall submit a separate document to the District containing this information.

Annually, no later than July 1st, OCEAA submits a list of administrative positions along with their corresponding salaries.

## **Indemnification**

With the exception of the District's indemnification obligations related to the District's provisions of special education services as specifically described in this Charter's discussion of Special Education Services/Section 504, above, to the fullest extent permitted by law, OCEAA agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Santa Ana Unified School District and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of OCEAA, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other OCEAA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of OCEAA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter and/or in any way related to the operation or operations of OCEAA or of any other facility, program, or activity. The obligations of OCEAA to defend the Santa Ana Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCEAA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCEAA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

OCEAA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

OCEAA's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCEAA shall at all times be operated by or as a nonprofit

public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OCEAA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

## **Insurance**

OCEAA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Santa Ana Unified School District's risk manager and as specified below. OCEAA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCEAA's right to operate as a charter school pursuant to this Charter or cause OCEAA to cease operations until OCEAA has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCEAA, throughout the life of the Charter, OCEAA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises

leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of OCEAA. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by OCEAA in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per “claim” with an aggregate policy limit of \$20,000,000. This Professional Liability insurance and/or coverage must be “claims made” and not “claims made and reported.”

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “Santa Ana Unified School District and the Santa Ana Unified School District Personnel”) as additional insureds; (b) shall insure Santa Ana Unified School District and Santa Ana Unified School District Personnel to the same extent as OCEAA; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of OCEAA’s insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by OCEAA; (d) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, OCEAA shall also provide the Santa Ana Unified School District with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District’s option.

The acceptance by the Santa Ana Unified School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of OCEAA or of any insurer or joint powers authority to the Santa Ana Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived.

OCEAA shall provide to the Santa Ana Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of OCEAA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

OCEAA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against OCEAA and/or any obligation of OCEAA under the foregoing provisions of this Charter.

Additionally, OCEAA shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

### **Administrative Services**

*Governing Law: The manner in which administrative services of the school are to be provided.*

*California Education Code Section 47605(g)*

A school site Principal assumes the lead responsibility for administering OCEAA under the policies adopted by OCEAA's Board of Directors. OCEAA provides or procures most of its own administrative services, including but not limited to financial management, personnel, and instructional program development. OCEAA currently contracts with Charter School Management Corporation (CSMC), a business and development company specializing in charter schools, for administrative and "back office" services including, but not limited to, the following:

- Complete Bookkeeping Services
- Budget Creation / Fiscal Planning Services
- Cash Flow Management
- Local, State, and Federal Reporting
- Audit and Compliance Preparation
- Payroll Services
- Employee Benefits
- STRS and PERS Setup and Management
- Planning & Management
- Payroll Tax Payments
- Audit Preparations & Support
- LEA Plans
- Compliance Reporting to County & State Grantors
- Attendance Reporting
- Food Program - Implementation & Claims Reporting
- Training - Charter School Finance, Accounting & Operation Functions, Budgets, Financial Reports
- Quarterly & Annual Filings of Tax Forms (IRS, EDD, etc.)
- Property Tax Exemptions Filings

If the Charter School were interested in discussing the possibility of purchasing some of these or other services from the District, the specific terms and cost for these services will be the subject of a memorandum of understanding (MOU) between OCEAA and the District and subject to District availability.

The OCEAA Nutrition Services Department participates with the National Free and Reduced Meals programs and provides all students the opportunity to enjoy a nutritious breakfast and lunch. All meals are prepared fresh daily on site by the Nutrition Services Staff and include a fresh fruit and vegetable bar option. The Nutrition Services Director writes the menus monthly which emphasize the importance of teaching families the life-long benefits of eating foods that meet and exceed the US Department of Agriculture, Food and Nutrition Services Guidelines. OCEAA's current breakfast and lunch participation rates far exceed the state averages of 20% for breakfast and 55% for lunch at 34% and 91% respectfully.

**Facilities**



*Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate.*

*California Education Code Section 47605(g)*

### **School Location**

This Charter authorizes the operation of the Orange County Educational Arts Academy, a charter school which shall operate at two sites within the geographic boundaries of Santa Ana Unified School District, as authorized pursuant to Education Code Section 47605 *et seq.*

OCEAA's current facility is located at 825 N. Broadway in the heart of the Santa Ana Civic Center between the Artist's Village and the Museum Corridor in Central Orange County. It is surrounded by densely populated low socioeconomic neighborhoods.

The building is a K-8 facility totaling 43,400 sq. ft. It includes an 800 sq. ft. kitchen, 4,100 sq. ft. dining hall and an amply secured 8,300 sq. ft. play space. There are 26 classrooms, three mobile computer carts, a staff lounge, administrative offices, reception areas, a workroom, and ample storage and janitorial supply rooms. It was brought up to code for ADA compliance in 2002 and interior improvements were performed to meet current seismic requirements. Byer & Associates, Inc. conducted an appraisal of this property in January 2002 and it was determined by Byer & Associates that this site is suitable for the operation of a public school for grades K-8. In the summer of 2009, the building underwent renovations to accommodate two additional classrooms. All new construction was made observing current building codes and regulations.

OCEAA intends to add a second site for their program during the next term, conveniently located across the street from the current site at 822-828 Broadway Street. The Kindergarten Annex is a 9,685 square foot facility that has been leased for the purpose of housing both Transitional Kindergarten and Kindergarten. The facility contains six classrooms averaging 700 sq. feet and a play/lunch area consisting of approximately 2,100 sq. feet. The facility is currently undergoing tenant improvements and will tentatively open during the 2015-2016 school year. All construction is made observing current building codes and regulations.

The addition of the additional site for the Kindergarten Annex constitutes a material revision to OCEAA's Charter, which requires consideration by the District Governing Board at a public hearing, and approval by the District Governing Board. This material revision is being considered and acted upon as part of and simultaneous with the renewal of OCEAA's Charter.

OCEAA understands that any addition, expansion or relocation of OCEAA's school site(s) shall constitute a material revision of the OCEAA Charter and can only occur with approval by the District Governing Board of such material revision, following the procedures and standards of the Charter Schools Act, specifically including a public hearing and action at a public meeting of the District Governing Board. OCEAA shall not expand beyond or move from the two sites specified in this section of this Charter, nor shall it open a "satellite," "sister," or similarly affiliated school, away from these sites, without the express approval of the District Board as a material revision to this Charter.



OCEAA complies with the requirement of Education Code Section 47610 by utilizing facilities that comply with the California Building Standards Code as adopted and entered by the local building enforcement agency with jurisdiction over the area in which the Charter School is located. Regular maintenance and operations are provided by OCEAA's custodial staff.

### **Transportation**

Transportation to and from school is the sole responsibility of the families who choose to attend OCEAA, except as required by law, including, but not necessarily limited to, the IDEIA and the McKinney-Vento Homeless Education Assistance Act. Public transportation, and information regarding public transportation, is readily available for families wishing to attend OCEAA.

### **Potential Civil Liability Effects**

*Governing Law: Potential civil liability effects, if any, upon the school and upon the District.*

*California Education Code Section 47605(g)*

### **Intent**

This statement is intended to fulfill the terms of Education Code Section 47605(g) and provides information regarding the proposed operation and potential effects of the Charter School on the District.

### **Civil Liability**

OCEAA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701d. One of the objectives of the corporation is to provide public education for residents of the State of California, in accordance with the Charter Schools Act, California Education Code Section 47600, *et seq.*

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. OCEAA's Articles of Incorporation are attached as Exhibit "J." OCEAA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the District shall not be liable for the operation of the Charter School.

The corporate bylaws of OCEAA provide for indemnification of OCEAA's Board of Directors, officers, agents, and employees, and OCEAA will purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks. Insurance amounts

are determined by recommendation of the insurance company for schools of similar size, location, and type of program. The District is named an additional insured on the general liability insurance of the Charter School.

The Board of Directors of OCEAA has instituted appropriate risk management practices, including screening of employees, establishing codes of conduct for students, staff, and participating families, and procedures governing financial transactions and dispute resolution.

### **Inspections**

Inspection or observation of any part of OCEAA may be conducted by SAUSD at any time, with or without prior notice. Third party inspections, observation monitoring and oversight activities may not be conducted on behalf of SAUSD without the mutual consent of the OCEAA Board, except with respect to persons or entities with whom District may contract for the provision of services to students with exceptional needs.

### **Notices**

All notices, consents, demands, or another communications for one party or the other required or permitted in this Charter shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier (or the next succeeding business day if delivered on a non-business day), on the date set forth on the receipt of a telecopier or a facsimile (or the next succeeding business day if received by telecopier or facsimile on a non-business day), or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

*To the District:*

Santa Ana Unified School District  
Attn: Deputy Superintendent, Operations  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

*To OCEAA:*

Orange County Educational Arts Academy  
Attn: Principal  
825 N. Broadway  
Santa Ana, CA 92701

### **Material Revisions**

Material revisions shall be made pursuant to the standards, criteria and timelines as provided by

Education Code Section 47605 and 47607.

### **Business and Operations Management**

OCEAA shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to OCEAA and/or the OCEAA corporation including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. OCEAA shall also maintain its own separate and distinct bank account(s), and OCEAA's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations.

At all times OCEAA shall submit financial reports for OCEAA as a distinct LEA and have audits performed on the financial statements of OCEAA. In areas where overlap in purchasing or resource allocation might occur between OCEAA and any other school(s) or entities that might be operated by or associated with the OCEAA corporation, OCEAA shall develop Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities and provide the Financial Policies and Procedures to the District and obtain the Superintendent or designee's approval of these Financial Policies and Procedures, prior to any such overlap or sharing. In no event shall OCEAA develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or any MOU or other agreement between OCEAA and the District. The Financial Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs. Such financial policies shall include a means of assuring that all funds generated by and attributable to the OCEAA Charter School authorized pursuant to this Charter will be maintained and expended for the educational benefit of the students at this School.

Should the OCEAA corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the OCEAA school authorized pursuant to this Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, OCEAA shall provide to the District a calculation of all costs projected to be shared between OCEAA and any other OCEAA operated school(s)/entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, OCEAA shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in OCEAA's financial records and reviewed as part of OCEAA's annual fiscal audit.

### **Information Exchange**

OCEAA agrees to permit the District to inspect and receive copies of all records relating to the operation of OCEAA, including financial, personnel, and pupil records. OCEAA shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"); however, the District's right to inspect and receive OCEAA records is not based on the CPRA, but is based on the District's oversight role

over OCEAA.

### **Term**

OCEAA may submit a request for renewal of its Charter between October 1, 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding OCEAA's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. OCEAA understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by OCEAA) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. OCEAA further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and OCEAA may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

OCEAA is encouraged to consult with the District regarding submittal of a draft of the renewal request prior to the formal submittal of any renewal request in order to provide additional time for District review and comment, and for the parties to work cooperatively on any outstanding issues relative to OCEAA's operations or the Charter document. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the District's sole discretion.

The District Governing Board delegates to the Superintendent or designee and the OCEAA Board delegates to the Principal or designee authority to waive or extend the timelines in this Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of this Charter.

### **Debts and Obligations**

OCEAA shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

OCEAA shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be OCEAA's sole responsibility.

OCEAA shall require that the following language is included in any and all contracts it enters into:

The Orange County Educational Arts Academy shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be the Orange County Educational Arts Academy's sole responsibility.

### **Independent Entity**

OCEAA and its officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. OCEAA and the District shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of OCEAA

### **Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

### **Parent Complaint Letter**

A group of OCEAA parents submitted to the District Governing Board a letter dated June 3, 2015, setting forth a number of concerns and complaints about OCEAA and its operations, including, but not limited to, allegations that OCEAA is charging unlawful pupil fees, that OCEAA is not complying with requirements for the National School Lunch Program, and

staffing and educational program implementation issues. OCEAA has provided some responses/defenses to the allegations made in the parent letter, and the District administration is in the process of analyzing the issues raised by the parents. OCEAA must respond to the District Superintendent or designee's sole satisfaction to all of the issues and allegations raised in the parent complaint letter and resolve them to the District Superintendent or designee's sole satisfaction by no later than September 30, 2015, including, but not necessarily limited to, remediation of any issues of concern to the District and/or by obtaining appropriate material revisions to this Charter to address issues and concerns. The District Superintendent or designee may also set shorter timelines within that overall time limit for OCEAA to respond to and/or remediate any particular issue(s) raised in the parent complaint letter. OCEAA's failure to resolve and remediate any issue(s) to the District Superintendent or designee's sole satisfaction by the specified date shall constitute a material violation of this Charter, and OCEAA hereby specifically acknowledges that this period of time constitutes a "reasonable opportunity" to remedy these issues, as that term is used in Education Code Section 47607(d).

# CONCLUSION

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OCEAA is proud of the work it has done to offer an excellent educational option to families in the region. We look forward to building on our successes as well as capitalizing on opportunities for growth over the course of our next five year term. OCEAA will continue to work closely with the SAUSD staff as well as the Orange County Department of Education to ensure the academic needs of all of OCEAA's students are met. All OCEAA stakeholders will partake in and be informed about our planned goals.

We ask that the SAUSD School Board grant this renewal petition for the Orange County Educational Arts Academy. By approving this charter renewal, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3063 – Renewal of Charter School Petition for Orange County School of the Arts

**ITEM:** Action

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 14/15-3063 approving/denying the Orange County School of the Arts (“OCSA”) Charter Renewal Petition. The Orange County School of the Arts has submitted a charter renewal petition to the Santa Ana Unified School District for consideration of a five year term beginning July 1, 2015 and expiring June 30, 2020.

The five year term of the current operating charter expires June 30, 2015.

**RATIONALE:**

In compliance with California Education Code Sections 47605 and 47607, the SAUSD Board is required to approve or deny the request for charter renewal within sixty (60) days of receipt of the renewal petition, unless extended for up to thirty (30) additional days by mutual agreement of the parties.

Action to document Formal Receipt of the Charter Renewal Petition was taken at the Regular Meeting of the SAUSD Board of Education on May 26, 2015. The required Public Hearing was conducted on Tuesday, May 26, 2015.

The date of Formal Receipt of the Charter Renewal Petition, May 26, 2015, marked the start of the statutory sixty (60) day timeline during which the Board must consider and take action on the proposed charter renewal. In this instance, the SAUSD Board will take action on the matter at the Regular Meeting on June 23, 2015.

In support of the request for approval of the renewal, the Orange County School of the Arts has provided documented proof of meeting or making progress toward specific pupil outcomes in accordance with the academic achievement criteria of Education Code Section 47607(b) (1).



**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3063, approving/denying the renewal of the Orange County School of the Arts Charter Renewal Petition for a five year term beginning July 1, 2015 through and including June 30, 2020.

SP:mm

1 RESOLUTION NO. 2014-15-3063

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 **Renewing Charter School Petition for**

7 **Orange County School of the Arts**

8 **(Formerly Orange County High School of the Arts)**

9  
10 **WHEREAS**, pursuant to Education Code Section 47605 *et seq.*, the Governing  
11 Board of the Santa Ana Unified School District ("SAUSD" and/or "District") is  
12 required to review and authorize creation and/or renewal of charter schools; and  
13

14 **WHEREAS**, on or about January 28, 2000, the Governing Board of SAUSD approved  
15 the Charter for the Orange County High School of the Arts, and since that time the  
16 District Governing Board has renewed the Charter several times, with the current  
17 term through and including June 30, 2015; and  
18

19 **WHEREAS**, Orange County High School of the Arts has changed its name to Orange  
20 County School of the Arts ("OCSA")  
21

22 **WHEREAS**, on or about May 5, 2015, OCSA delivered to the District office a  
23 Charter School Petition for renewal of its Charter for a five year term from July  
24 1, 2015, through and including June 30, 2020; and  
25

26 **WHEREAS**, in compliance with California Education Code Sections 47605 and  
27 47607 and California Code of Regulations, Title 5, Section 11966.4, the Governing  
28 Board is required to approve or deny the request for charter renewal within sixty  
29 (60) days of the Governing Board's receipt of the renewal petition, unless that  
30 timeline is extended for up to thirty (30) additional days by mutual written  
31 agreement of the parties; and  
32

33 **WHEREAS**, in accordance with the Charter Schools Act of 1992, the renewal  
34 Charter Petition was brought to the District Board meeting of May 26, 2015, at  
35 which time it was received by the District Governing Board, thereby commencing the  
36 timelines for District Board action thereon; and  
37  
38

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

43  
44           **WHEREAS**, in reviewing the Petition for the renewal of the OCSA Charter, the  
45 Governing Board has been cognizant of the intent of the Legislature that charter  
46 schools are and should become an integral part of the California educational system  
47 and that establishment of charter schools should be encouraged; and

48  
49           **WHEREAS**, in accordance with Education Code Section 47607(a)(3)(A), the  
50 District Governing Board has considered increases in pupil academic achievement for  
51 all groups of pupils served by OCSA as the most important factor in determining  
52 whether to grant OCSA's renewal request; and

53  
54           **WHEREAS**, in accordance with California Code of Regulations, Title 5, Section  
55 11966.4(b)(1), in considering OCSA's renewal petition the District Governing Board  
56 considered the past performance of OCSA's academics, finances, and operation and  
57 future plans for improvement in evaluating the likelihood of future success; and

58  
59           **WHEREAS**, District legal counsel and District staff have reviewed and analyzed  
60 all of the information received with respect to the Petition, including information  
61 related to the operation and potential effects of OCSA, and have spoken to OCSA  
62 representatives relative to this renewal request; and

63  
64           **WHEREAS**, in reviewing and analyzing the renewal Charter, District staff noted  
65 some issues and concerns and determined that certain changes and revisions to the  
66 Charter Petition were necessary in order to support the requested Charter renewal.  
67 The District administration worked with OCSA on resolution of these issues and  
68 implementation of the necessary changes, additions, and revisions and OCSA has  
69 incorporated these changes, additions, and revisions into the Charter; and

70  
71           **WHEREAS**, the terms of the renewal Charter Petition require that the OCSA  
72 Governing Board make certain revisions to its corporate Bylaws and/or Articles of  
73 Incorporation in order to make the Bylaws and Articles of Incorporation consistent  
74 with the terms and requirements of the Petition; and

77           **WHEREAS**, OCSA has indicated that OCSA should be able to make the requisite  
78 revisions to its Bylaws and/or Articles of Incorporation and submit the revised  
79 adopted Bylaws and Articles of Incorporation incorporating such revisions to the  
80 District Superintendent or designee no later than 90 days from the District  
81 Governing Board's renewal of the OCSA Charter and adoption of this Resolution; and  
82

83           **WHEREAS**, OCSA understands that a failure to make the necessary revisions to  
84 its Bylaws and/or Articles of Incorporation will constitute a violation of the  
85 Charter Petition, which specifically requires that the Bylaws and Articles of  
86 Incorporation be revised to be consistent with the Charter Petition at all times;  
87 and  
88

89           **WHEREAS**, OCSA is now seeking approval of renewal of its Charter as revised  
90 and it is that revised version of the OCSA renewal Charter Petition that the  
91 District Governing Board is considering and acting upon through adoption of this  
92 Resolution No. 2014-15-3063. The revised renewal Charter is attached hereto as  
93 Exhibit "A"; and  
94

95           **WHEREAS**, the Governing Board has fully considered the revised renewal Charter  
96 and the recommendation provided by District staff; and  
97

98           **WHEREAS**, in reviewing the Petition for the renewal of the OCSA Charter, the  
99 Governing Board has been cognizant of the value provided to the community by OCSA  
100 during the time that it has been operating pursuant to the Charter granted and  
101 renewed by the Santa Ana Unified School District.  
102

103           **NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:**  
104

- 105 I. That the Governing Board of SAUSD finds the above-listed recitals to be true  
106 and correct and incorporates them herein by this reference.  
107
- 108 II. That the Governing Board of SAUSD finds that OCSA operated pursuant to the  
109 Charter previously granted and renewed by SAUSD provides its students with  
110 educational benefits and sound educational programs.  
111
- 112 III. That the Governing Board has confirmed that OCSA has met the provisions of  
113 Education Code Section 47607 as follows:  
114

- 115 a. Ed. Code § 47607(b) (1): OCSA met or exceeded its API growth  
116 targets both schoolwide and for all groups of pupils served by OCSA  
117 in the last year for which API was calculated (2013);  
118  
119 b. Ed. Code § 47607(b) (2): OCSA had a statewide rank in deciles 4 to  
120 10 in the last year that API was calculated (2013); and  
121  
122 c. Ed. Code § 47607(b) (3): OCSA had a similar schools rank in  
123 deciles 4 to 10 in the last year that API was calculated (2013).  
124

125 IV. That the Governing Board of the Santa Ana Unified School District, having  
126 fully considered and evaluated the Petition for the renewal of the Orange  
127 County School of the Arts, hereby renews the Charter for a five year term,  
128 from July 1, 2015, through and including June 30, 2020. The OCSA renewal  
129 Charter that the Governing Board is hereby approving is attached hereto as  
130 Exhibit "A."  
131

132 The foregoing resolution was considered, passed, and adopted by this Board at  
133 its regular meeting of June 23, 2015.  
134

135 [SIGNATURES TO FOLLOW ON NEXT PAGE]  
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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. 2014-15-3063, which was duly adopted by said Board at a regular meeting thereof held on the 23<sup>rd</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

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

ORANGE COUNTY **HIGH**SCHOOL OF THE ARTS

**CHARTER RENEWAL**  
*2010-2015-2020*

Presented to

The Board of Trustees Education  
Santa Ana Unified School District



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## ORANGE COUNTY ~~HIGH~~ SCHOOL OF THE ARTS CHARTER

### Approval

This Charter was ~~initially~~ approved by the Board of Trustees of the Santa Ana Unified School District ("~~District~~" or "~~SAUSD~~") at a special meeting of the Board on January 28, 2000. Since that time, ~~that~~ the Charter has been approved for renewal ~~on several times, and the District Board of Trustees has approved this current Charter for a term of July 28, 2005-1, 2015, though and including June 30, 2020. The Charter School when initially approved was named Orange County High School of the Arts ("OCHSA"), but has since changed its name to Orange County School of the Arts ("OCSA").~~

### Location of Charter School

The primary ~~OCHSA~~OCSA school facility shall be located at 1010 North Main Street, Santa Ana, California (the "~~OCHSA~~OCSA Property"). ~~OCHSA~~OCSA shall not ~~expand beyond or~~ move from the ~~OCHSA~~OCSA Property, nor shall it open a "satellite", "sister", or similarly affiliated school, away from the ~~OCHSA~~OCSA Property, except as provided below, without the express approval of the District Board, ~~which approval shall not be unreasonably withheld. The as a material revision to this Charter. Upon approving the renewal of this Charter, the~~ District Board ~~simultaneously~~ approves ~~OCHSA's~~OCSA's expansion of the ~~OCHSA~~OCSA Property to the adjacent properties located at 1104 North Main Street ~~and~~, 1110 North Main Street ~~and~~ 801 N. Main Street.

~~The~~ ~~OCHSA~~OCSA Property is optimally designed to house academic ~~and~~ arts education programs for up to ~~1,550~~2,200 students attending grades 7 through 12. As student enrollment

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grows beyond these levels and as programs are added to further enrich the academic and arts education of the students expanded and/or new facilities ("Satellites") ~~will~~may be added to properly support said successes. Satellites may include, but are not limited to, theaters, performance halls, academic and arts classrooms, practice facilities, technology centers, and sister campuses. Satellite properties may only be added through the process for a material revision to the Charter in accordance with Education Code Sections 47605 47605.1, and 47607.

Student enrollment at Satellites will not exceed OCHSAOCSA Property campus –enrollments, nor will ~~these~~they result in a direct loss of enrollment on the OCHSA —OCSA Property campus, whereby a direct loss is measured as dropping below 90% of the ~~last~~preceding three ~~years~~years' average enrollment on the OCHSAOCSA Property campus. Further, Satellite campuses will not diminish program content at the OCHSAOCSA Property. Satellites shall not be located on property which the District intends to acquire.

Satellites will be designed to house natural extensions to the OCHSAOCSA Property programs and activities. Students at the OCHSAOCSA Property campus shall have an equal opportunity to enroll at any campus of their choice based on academic and arts performance criterion. Siting of Satellites shall, as much as reasonably possible, shall accommodate transportation needs of District students.

OCHSAOCSA will select satellite site ~~satellites~~ based on financial and operation feasibility, with a clear preference by OCHSAOCSA Board of Trustees to place these facilities within walking distance of the OCHSAOCSA Property. In the event financial feasibility and/or operational efficiencies require siting Satellites, OCHSAOCSA will formally notify the District of OCHSA'sOCSA's Intent to Operate a Satellite. ~~The.. If the District may elect to offer and OCSA administrations do not agree upon an alternative plans plan to OCHSA within 30 days the operation of receiving OCHSA's Intent a satellite, OCSA may submit a request for a material revision to this Charter to Operate a Satellite open and operate a satellite in accordance with Education Code Sections 47605 47605.1, and 47607.~~

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## Affirmations

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### OCHSA

OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. OCHSAOCSA shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law.

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OCHSAOCSA shall not charge tuition. Except with regard to preferences for residents of the District and as required by Education Code Section 51747.3, admission to OCHSAOCSA shall

not be determined according to the place of residence of the pupil, or of his/her parent or legal guardian, within California. ~~OCHSA~~~~OCSA~~ shall admit all students who are qualified and wish to attend ~~OCHSA~~~~OCSA~~, except with regard to capacity limits, in which case attendance shall be determined in accordance with the provisions of Section XIII of this Charter and Education Code Section 47605(d).

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If a pupil subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves ~~OCHSA~~~~OCSA~~ without graduating or completing the school year for any reason, OCHS shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

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### Interpretations

#### Interpretation of Terms

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Throughout this Charter and any attachments, exhibits, and/or appendices hereto, ~~and~~ any and all references to the Orange County ~~School of the Arts and/or OCSA and/or Orange County High School of the Arts and/or OCHSA and/or the Charter School and/or the School~~ shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Orange County ~~High School of the Arts corporate entity, and for all purposes related to this Charter or the operations of the Orange County High School of the Arts, both the school and the corporate entity, to the extent that they are separate entities , shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced ~~of~~ specifically listed or identified therein.~~

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Throughout this Charter and any attachments, exhibits, and/or appendices hereto, anytime that OCSA states that it will follow the requirements of a particular Section of the Education Code or other law, it means that OCSA will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

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#### Charter Success

The Orange County ~~High~~ School of the Arts has received top honors and recognition for excellence in both arts and academic education. ~~Most recently, the school has been named~~ Recent academic highlights include: One of the top three public high schools in Orange County (Orange County Register, 2014), A California Distinguished School (2005, 2009, 2005), a 2006 No Child Left Behind—Blue Ribbon School by the 2013), A U.S. Department of Education and a U.S. News and World Report National Blue Ribbon School (1998, 2006), America's Best High

~~Schools (Newsweek 2009, 2010, 2013, 2014), Best High Schools in America Silver Medal recipient (2009), (US News & World Report (2008)). The school has also been recognized as one of America's Top Public, 2009, 2010, 2011, 2012, 2013), and the Daily Beast in 2014 ranked OCSA the #52 best Academic High Schools by Newsweek (2009), School in America, #14 in the West and #6 in California. Based on the previous Academic Performance Index (API) system, OCSA's score of 914 places it in the top 4 schools in Orange County. Arts distinctions include the Arts Schools Network Exemplary School Award (2011, 2015) and received the 2004-2005 Creative Ticket National School of Distinction Award from the Kennedy Center Alliance for Arts Education, and the International NETWORK of Schools for the Advancement of Arts Education's 2006 Exemplary School Award.~~

~~The Orange County High School of the Arts is ranked in the top six public high school academic programs in the county by the Orange County Register, and in the top five programs based on its API score of 871. Students enrolled in the school's Students enrolled in the School's tuition free, donation dependent arts conservatory programs have had the opportunity to study with an inspiring caliber of guest artists and master teachers, including Francis Ford Coppola, Bebe Neuwirth, Steven Mercurio, ~~Mat~~Matthew Morrison, Yo Yo Ma, and more. The school School is renowned for its creative, challenging and nurturing environment, and currently serves more than 1,380950 students in grades 7-12 from 92over 100 cities throughout Southern California.~~

**Please see next four pages: "Orange County School of the Arts Academic Profile"**



**Principal**  
Benjamin Wolf, Ed. D.

**Assistant Principals**  
Becca Fretland  
William Wallace, Ed. D.

**Director, Special Services**  
Kara McCann

**School Counselors**  
Vanessa Musso  
Mindy Shiroma  
Ashley Talbert  
Rebecca Vance-Freeland

**ACCREDITATION**  
Western Association of Schools and Colleges

**Recognitions**  
• One of top three public high schools in Orange County (*Orange County Register*) 2014

- California Distinguished School 2005, 2009, 2013
- Blue Ribbon School 1998, 2006
- America's Best High Schools (*Newsweek*) 2009, 2010, 2013, 2014
- Best High Schools in America (*US News & World Report*) 2008, 2009, 2010, 2011, 2012, 2013
- Exemplary School – Arts School Network 2010-2011, 2013-2015

**MEMBERSHIPS**  
• WASC  
• International NETWORK of Schools for the Advancement of Arts Education

**FACULTY**  
• Academic faculty - fully credentialed NCLB Compliant  
• Majority of the 200 arts and academic teachers hold advanced degrees  
• Guest artists and industry leaders share their expertise and creativity with students through lectures, presentations and hands-on-training.

**TUITION**  
OCSA is tuition free, donation dependent. No student is admitted or denied based on financial capacity.

**SCHOOL PROFILE** 2014-2015

The Orange County School of the Arts (OCSA), a public charter school located in the heart of Santa Ana, California, provides a six year comprehensive academic and conservatory arts program to students in grades 7 through 12. Established in 1987, OCSA is one of the premier arts schools in the nation where aspiring young artists have the opportunity to refine their skills and flourish in one of twelve pre-professional arts conservatories.

OCSA serves a culturally diverse student body of nearly 2,000 students from 100 cities throughout Southern California. Based on the belief that creative artistry is fueled by intellectual insight, the Orange County School of the Arts provides a rigorous college preparatory academic program that produces high achieving, motivated scholars. Students attend five hours of rigorous academic classes in addition to three hours of daily arts instruction. Acceptance to the Orange County School of the Arts is based on an audition and a minimum 2.0 GPA.

**CURRICULUM**

- The Academic program is organized on an alternating block schedule. Students take three 90-95 minute block classes daily. Each block class meets every other day.
- The Art Conservatory program consists of two 80-minute blocks, four days a week. Middle school students attend one block each day while high school students attend two blocks. These pre-professional arts courses vary in content, day and block based on the conservatory.

ENROLLMENT	ETHNICITY	DEMOGRAPHICS
1939 students (grades 7 through 12)	Hispanic: 23%	American Indian: 3.9%
Male: 590	Non-Hispanic: 77%	Asian-American: 21.9%
Female: 1350		Pacific Islander: 1.1%
Seniors: 360		Filipino: 4.5%
Juniors: 354		African American: 2.6%
Sophomores: 385		White: 66.1%
Freshmen: 422		
8th Grade: 228		
7th Grade: 186		

**HIGH SCHOOL GRADUATION REQUIREMENTS**

Course	Length	Credits
Literature & Composition	8 Semesters	40
Mathematics (Algebra I & Geometry)	4 Semesters	20
Life Science	2 Semesters	10
Physical Science	2 Semesters	10
Health	1 Semester	5
SOAR (Required for freshmen only)	1 Semester	5
World History	2 Semesters	10
US History	2 Semesters	10
Government	1 Semester	5
Economics	1 Semester	5
World Language	4 Semesters	20
Fine Arts	2 Semesters	10
Physical Education	4 Semesters	20
<b>Required Course Credits</b>		<b>170</b>
<b>Electives</b>		<b>70</b>
<b>Total Credits Required to Graduate:</b>		<b>240</b>

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition based conservatories: Acting, Classical Voice, Classical/Contemporary Dance, Classical Instrumental Music, Commercial Dance, Contemporary Music, Creative Writing, Culinary Arts & Hospitality, Digital Media, Film and Television, Integrated Arts, International Dance, Musical Theatre, Production and Design, or Visual Arts.



## TESTING INFORMATION

### SAT Reasoning Test - Mean Scores

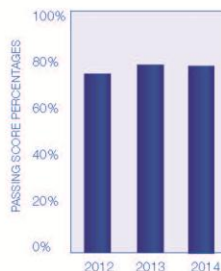
Class of 2014 # of students taking exam	OCSA 157	2014 State SAT Data 236, 923
Critical Reading	576	498
Math	558	510
Writing	568	496

### ACT Test – Mean Scores

Class of 2014 # of students taking exam	OCSA 149	2014 State ACT Data 113, 732
Composite Score	26.0	22.3
English	27.2	21.8
Math	24.9	22.8
Reading	26.7	22.3
Science	24.8	21.7

### Advanced Placement Exams

- May 2014, 590 students took AP exams
- A total of 1,070 exams were taken in 16 AP subjects
- 78% of the AP exams received passing scores
- May 2013, 486 students took AP exams
- A total of 769 exams were taken in 16 AP subjects
- 79% of the AP exams received passing scores
- May 2012, 406 students took AP exams
- A total of 682 exams were taken in 18 AP subjects
- 75% of the AP exams received passing scores



## STUDENT ACHIEVEMENT

National Merit Scholarship Awards	Class of 2011	Class of 2012	Class of 2013	Class of 2014
National Merit Finalist		1	2	
National Merit Semi-Finalists	1	1	2	
National Achievement Scholars	1	1		1
National Merit Commended Scholars	11	11	10	10
National Hispanic Recognition Scholars		5		

Advanced Placement Awards	2011	2012	2013	2014
National Honors	2	4	4	9
Scholar with Distinction	45	45	42	69
Scholar with Honors	28	29	30	40
Scholar	47	35	61	89

2014 API – 914  
2014 County Rank – 4  
2014 State Rank – Top 8%

### Grade and GPA Scale

OCSA utilizes a four-point scale to calculate students' grade point averages.

Grade Scale: A = 4.0 B = 3.0  
C = 2.0 D = 1.0

Advanced Placement/Honors courses (+) are weighted with an additional value of 1 point for each course semester.

**Class Rank:** GPA is computed on the basis of the 9th through 12th grade academic/college preparatory GPA and/or the 10th through 12th grade academic/college preparatory GPA.

**Average Cumulative Academic GPA:**  
3.3

### Advanced Placement Classes

AP Art History  
AP Biology  
AP Calculus AB  
AP Calculus BC  
AP Chemistry  
AP Economics  
AP French  
AP Government  
AP Language and Composition  
AP Literature and Composition  
AP Music Theory  
AP Physics  
AP Spanish  
AP Statistics  
AP U.S. History  
AP World History

### Honors Classes

Literature and Composition I Honors  
Literature and Composition II Honors  
Pre-Calculus (+)  
IMP IV (+)  
Biology Honors  
Chemistry Honors  
Spanish IV Honors (+)  
French IV Honors (+)

### Extra Curricular Opportunities

- Student Body Leadership
- National Honor Society
- California Scholarship Federation
- Camp OCSA Counselor
- Over 40 student-led clubs and organizations

Information provided by the Academic and Student Services offices. Updated 9/4/2014



**COLLEGE PREPARATORY (CP) COURSE OFFERINGS BY SUBJECT AREA**

We offer 8 year-long Honors Courses and 16 Advanced Placement courses. Courses indicated with an asterisk \* receive an extra point in the grade point average calculation.

**English**

- Literature and Composition I
- Literature and Composition I-H
- Literature and Composition II
- Literature and Composition III
- Literature and Composition III-H
- \*AP English Language
- \*AP English Literature and Composition
- 19th Century Unit
- Film, Literature and Composition
- Modern Plays/Media Analysis
- Mythology and Folklore/Composition
- Popular Culture and Literature
- Science Fiction/Composition
- Shakespeare/Composition

**Science**

- Anatomy
- \*AP Biology
- \*AP Chemistry
- \*AP Physics 1
- Biology
- Biology Honors
- Chemistry
- Chemistry Honors
- Environmental Science
- Food and Nutrition Science
- Physics
- Zoology

**Mathematics**

- Algebra II
- Algebra II/Trigonometry
- \*AP Calculus AB
- \*AP Calculus BC
- \*AP Statistics
- Functions, Statistics, and Trigonometry (FST)
- Geometry
- Integrated Math I
- Integrated Math Program (IMP) II
- Integrated Math Program (IMP) III
- \*Integrated Math Program (IMP) IV
- \*Pre-Calculus
- Statistics

**Social Science**

- Trigonometry/Math Analysis
- \*AP Government and Politics
- \*AP United States History
- \*AP Macro Economics
- \*AP United States History
- \*AP World History
- Economics
- Government
- U.S. History
- World History

**World Languages**

- \*AP French Language and Culture
- \*AP Spanish Language and Culture
- French I
- French II
- French III
- French IV
- \*French IVH
- Spanish for Native Speakers A
- Spanish for Native Speakers B
- Spanish I
- Spanish II
- Spanish III
- Spanish IV
- \*Spanish IVH
- Spanish V-Hispanic Literature and Culture

**Visual and Performing Arts**

- 3-D Design
- Acting Technique
- Advanced Painting
- Animation
- \*AP Art History
- \*AP Music Theory
- Art History
- Ballet Dance
- Ballet Technique
- Ballroom Dance
- Brass Ensemble
- Ceramics
- Chamber Orchestra
- Choreography
- Clarinet Ensemble

- Commercial Music Theory
- Conducting
- Dance Conditioning
- Dance History
- Directing
- Drawing
- Elements of Music Theory
- Fashion and Costume Design
- Flute Masterclass
- Folklorico Repertory
- Graphic Design
- Illustration
- Improvisation
- Jazz Combos
- Jazz Dance
- Jazz Orchestra
- Jewelry
- Landscape Painting
- Modern Dance Technique
- Music History
- Music Theory
- Painting
- Percussion Ensemble
- Photography
- Piano
- Piano Masterclass
- Playreading and Analysis
- Saxophone Ensemble
- String Orchestra
- Tap Dance
- Theatre History
- Vocal Ensemble
- Voice
- Watercolor
- Wood Ensemble
- Woodwind Quintet

**Electives**

- CW Core Short Story
- Journalism
- Philosophy
- Psychology
- \*Screenwriting
- Senior Project

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition-based conservatories:

SCHOOL	CONSERVATORY	STUDENTS ENROLLED
School of Applied Arts	Culinary Arts & Hospitality	94
School of Dance	Classical/Contemporary Dance	57
	Commercial Dance	121
	International Dance	85
	Ballet Folklorico Program	62
	Ballroom Program	23
School of Fine & Media Arts	Creative Writing	160
	Digital Media	34
	Film and Television	83
	Integrated Arts	222
	Visual Arts	194
School of Music	Classical Voice	90
	Classical Instrumental Music	167
	Frederick Fennel Wind Studies Program	49
	String & Orchestra Program	82
	Pianist Program	36
	Contemporary Music	164
	Commercial Music Program	59
	Guitar Program	69
Jazz Studies Program	36	
School of Theatre	Acting	119
	Musical Theatre	230
	Production and Design	113

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**MATRICULATION**

Ninety-nine percent of the Class of 2014 was accepted into institutions of higher education. For the graduating class, 77% are attending a four-year college program, 21% are attending a two-year college or conservatory program, and 2% of the seniors are going directly into the workforce or taking a gap year.

**College/University Acceptance and Matriculation Data:** OCSA students apply to and enroll in colleges/universities that reflect each student's individual interests and strengths. The following post-secondary campus acceptance and matriculation (in parenthesis) data was reported by the class of 2014.

Ablene Christian University	1	Evergreen State College	1	School of the Museum of Fine Arts	1
Academy of Art University	2	FIDM, Los Angeles	1 (1)	School of Visual Arts	4
American Academy of Dramatic Arts/West	1	Fashion Institute of Technology	1	Scrpps College	1
American Academy of Dramatic Arts	4	Florida State University	1	Seattle University	2
American Musical and Dramatic Academy	1	Fordham University	6 (1)	Saton Hall University	1
American University	5	Franklin and Marshall College	1	Southern Utah University	1
American University of Paris	1 (1)	Franklin College Switzerland	1 (1)	Spelman College	1
Arizona State University	6 (3)	Georgetown University	1 (1)	St. John's University-Manhattan	1
Art Center College of Design	8 (7)	Georgia Institute of Technology	1	St. John's University-Queens	3 (1)
Art Institute of California-Orange County	1	Hampshire College	1	Suffolk University	2
Art Institute of California-San Francisco	2 (1)	Harvard University	2 (2)	SUNY Fredonia	1
Art Institute of California-Inland Empire	1	Haute Ecole De Musique de Lausanne	1 (1)	Susquehanna University	2
Auburn University	2	Haverford College	1	Syracuse University	9 (2)
Azusa Pacific University	8 (1)	Hawaii Pacific University	1	Texas Christian University	4 (1)
Babson College	1 (1)	Hofstra University	3	Texas Southern University	1
Bard College	1	Hope College	1 (1)	The College of Saint Rose	2
Barnard College	1	Indiana University at Bloomington	10 (2)	The University of The Arts	2
Barry University	1	Iowa State University	2	Tulane University	3
Baylor University	2	John Hopkins University	1 (1)	Union College	1
Belhaven University	2	Johnson and Wales University (Providence)	1 (1)	University of Alabama	1
Belmont University	5 (1)	Juniata College	3	University of Arizona	8 (1)
Bennington College	1 (1)	Kansas State University	1	<b>University of California</b>	
Berklee College of Music	7 (1)	Kent State University	1	Berkeley	18 (9)
Binghamton University	1	King's College	1	Davis	15 (1)
Biola University	1	Laguna College of Art and Design	8 (2)	Irvine	51 (10)
Boise State University	1 (1)	Le Moyn College	1	Los Angeles	29 (17)
Boston Conservatory	8 (3)	Labanon Valley College	1 (1)	Merced	2
Boston University	22 (1)	Lewis and Clark College	4	Riverside	16 (3)
Bournemouth University	1 (1)	London Academy of Music and Art	1	San Diego	4 (1)
Brandeis University	3 (1)	Longy School of Music	1	San Francisco	14 (3)
Brooks Institute of Photography	2 (1)	Loyola Marymount University	8 (1)	Santa Barbara	30 (5)
Brown University	1 (1)	Loyola University Chicago	1	Santa Cruz	14 (3)
Butler University	1 (2)	Loyola University New Orleans	1		
Cabrini College	1 (1)	Manhattan School of Music	2 (2)		
California College of the Arts (Oakland)	1	Marquette University	2	University of Chicago	2 (1)
California College of the Arts (San Franic)	8 (1)	Maryland Institute College of Art	2 (1)	University of Colorado at Colorado Springs	2 (1)
California Institute of the Arts	4 (2)	Marymount California University	5	University of Denver	1
California Lutheran University	3	Marymount Manhattan College	12 (1)	University of Great Falls	1
<b>California State Universities</b>		Massachusetts Institute of Technology	2 (1)	University of Hartford	4
Cal Poly Pomona	17 (4)	Menlo College	2 (1)	University of Hawaii at Hilo	1
Cal Poly SLO	7 (1)	Mills College	1	University of Hawaii at Manoa	2
Channel Islands	4	Molloy College	1	University of Huddersfield	1
Chico	4	Monmouth University	1	University of Idaho	1
Dominquez Hills	4	Montana State University, Bozeman	2	University of Illinois at Chicago	4
East Bay	2	Moorpark College	1 (1)	University of Illinois Urbana/Champaign	1 (1)
Fullerton	83 (22)	Mount St. Mary's College (Chalon)	2 (1)	University of Kansas	2
Humboldt	10 (2)	Muhlenberg College	1	University of Kent	1 (1)
Long Beach	61 (7)	Musicians Institute	1 (1)	University of La Verne	4
Los Angeles	1	New England Conservatory of Music	2	University of Massachusetts, Amherst	2
Monterey Bay	9	New School for Jazz and Contemp. Music	1	University of Massachusetts, Boston	2
Northridge	10	New York Conservatory for Dramatic Arts	1	University of Miami	2
Sacramento	4	New York Film Academy	1 (1)	University of Michigan	5
San Bernardino	1	New York University	22 (8)	University of Minnesota, Twin Cities	1
San Diego	21 (4)	Northestern University	10 (2)	University of Montana, Missoula	1
San Marcos	7 (1)	Northern Arizona University	9 (3)	University of Nevada, Las Vegas	1
San Francisco	41 (7)	Northwestern University	1	University of New Mexico	2
San Jose	7	Oberlin College	1	University of North Texas	1 (1)
Sonoma	9 (1)	Oberlin Conservatory of Music	1	University of Northern Colorado	2
		Oklahoma City University	1	University of Oklahoma	2
		Otis College of Art and Design	1	University of Oregon	8 (2)
CAP21 Performing Arts Conservatory	4	Pace University, NYC	2	University of the Pacific	8 (1)
Carleton University	1	Parsons The New School for Design	24 (1)	University of Portland	1
Carnegie Mellon University	5 (3)	Pennsylvania State University, Harrisburg	2 (2)	University of Puget Sound	5
Chapman University	44 (16)	Pennsylvania State University, U. Park	1	University of Redlands	1
Circle and Square Theater School	1 (1)	Pepperdine University	2	University of Rochester	1
Clark University	4	Pitzer College	6 (1)	University of San Francisco	2
Clemson University	1	Point Park University	1 (1)	USC School of Music	1
Colorado College	1	Portland State University	3	University of Southern California	24 (5)
Colorado School of Mines	1	Pratt Institute	6	University of St. Andrews	1 (1)
Colorado State University	1	Purchase College State U of New York	6	University of Utah	3
Columbia College Chicago	4	Purdue University	2 (1)	University of Virginia	2
Columbia University	2	Reed College	4 (2)	University of Washington	6
Concordia University-Irvine	2	Rensselaer Polytechnic Institute	2	Ursinus College	1 (1)
Concordia University-Portland	1	Rhode Island School of Design	2	Vanderbilt University	1
Corban College	1	Richmond The American Int'l Col. in London	6	Vanguard University of Southern California	1 (1)
Cornell University	2	Rider University	1	Virginia Polytechnic Institute & State Univ.	1
Cornish College of the Arts	11 (1)	Ringling College of Art and Design	8 (1)	Wagner College	7
Culinary Institute of America-Greystone	1 (1)	Rochester Institute of Technology	1	Washington State University	2
Culinary Institute of America	3 (2)	Rose-Hulman Institute of Technology	1	Washington University, St. Louis	1
DePaul University	9 (5)	Royal Holloway, University of London	1	Wellesley College	1
Dominican University of California	2	Ryerson University	1	Western Washington University	1
Drexel University	2	Saint Mary's College of California	2	Westmont College	2
Eastern University	1	San Francisco Art Institute	8 (2)	Wheaton College MA	1
Eastman School of Music-U of Rochester	2 (1)	Santa Clara University	3	Whittier College	5 (2)
Eckerd College	1 (1)	Santa Fe University of Art and Design	2	Willamette University	1
Emerson College	14 (3)	Sarah Lawrence College	3 (2)	Woodbury University	3 (1)
Emory & Henry College	1	Savannah College of Art and Design	6 (1)	York University	1
Emory University	2	School of Art Institute of Chicago	7	Young Americans College of Perf. Arts	1 (1)
Eugene Lang College	1 (1)				

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## State Priorities

Pursuant to Education Code Sections 47605, 47605.6 47606.5, and 52060, OCSA incorporates the following eight State Education Priorities into its education mission and plans:

1. Teacher Credentialing, Instructional Materials, and proper facilities;
2. Implementation of State Content and Performances Standards;
3. Parental involvement;
4. Pupil Achievement;
5. Pupil Engagement;
6. School Climate;
7. Enrollment and access to a Broad Course of Study;
8. Pupil Outcomes

Please see Appendix 1 for OCSA’s Local Control and Accountability Plan (“LCAP”).

In accordance with Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, OCSA shall update the goals and annual actions to achieve those goals and its LCAP using the template adopted by the State Board of Education pursuant to Education Code Section 52064, which update shall include all of the items required pursuant to Education Code Section 47606.5.

## Conditions

This Charter is subject to the following conditions, and may be revoked in the event these conditions are not met within one hundred fifty (150) days after this Charter is renewed:

OCHSAOCSA shall demonstrate, to the District's sole and absolute satisfaction, that it currently has and will maintain the financial ability to assure the District (a) that the District will have no liability for any funding of the Charter School, and (b) that the risk of the Charter School defaulting on its financial obligations or obligations contained herein is acceptably low. Should the District have concerns regarding the financial stability of OCHSAOCSA, both parties agree to submit to an arbitration panel comprised of one representative selected by the District, one representative selected by OCHSAOCSA, and one mutually-agreed third party representative, to evaluate the financial solvency of the OCHSAOCSA and render an advisory decision as to the financial stability of OCHSAOCSA, which recommendation shall be presented to the District Board and considered prior to the District Board making a decision.

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## SIXTEEN REQUIRED CHARTER ELEMENTS (A-P)

### Element One (A) - Educational Program

The target population for the Orange County ~~High~~ School of the Arts is that group of students who have demonstrated talents and interests in the arts, grades 7 - 12, and who reside in Orange County and neighboring counties.

Talented students are defined as those students who have demonstrated abilities in, or ~~show~~ potential for advanced performance levels in acting, classical/contemporary dance, classical voice, commercial dance, creative writing, culinary arts, digital media, film & television, integrated arts, international dance, instrumental music, musical theatre, ~~classical voice~~, production and design and/or the visual arts.

Admission is based on combined ratings deemed from instructor recommendations, student interview and audition or portfolio reviews. Audition and selection panels are composed of arts specialists in their respective fields. Selection panels will identify and select students with existing potential talent in the arts areas stated above.

The primary mission of the Orange County ~~High~~ School of the Arts is to provide an educational program that assists talented young people in understanding themselves as artists and prepares them for placement in higher education institutions and employment in the professional arts industry. The Orange County ~~High~~ School of the Arts is committed to provide a nurturing and challenging environment that fosters democratic values, appreciation for cultural diversity and desire for life-long-learning. Through a diversified and balanced academic program complimented by a pre-professional arts curriculum, students will be prepared for future educational, career and personal success.

~~OCHSA's~~OCSA's academic program consists of a 7<sup>th</sup> – 12<sup>th</sup> grade curriculum aligned to the California Content Standards. All high school core courses during the academic portion of the day are UC approved a-g courses. At ~~the~~a minimum, students attending ~~OCHSA~~OCSA complete a rigorous program consisting of four years of Literature and Composition, 3.50 years of Social Science, 2 years of science (one life science and one physical science), 2 years of a World Language, and 2 years of math (students must complete geometry), 1 semester of health, and 1 year of performing arts.

All courses are listed with their a-g status, number of credits, prerequisites needed, and a short description of the course in the curriculum handbook, which is located on the school website. This is communicated to parents yearly through email blasts and letters sent home with the students.

All students have access to honors level classes in Literature and Composition and Social Science and ~~fourteen~~sixteen Advanced Placement classes. The Advanced Placement classes consist of: AP Language and Composition, AP Literature and Composition, AP Calculus AB, AP Calculus BC, AP Statistics, AP Chemistry, AP Physics 1, AP Biology, AP World History,

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AP US History, AP Economics, AP French Language, AP Spanish Language, AP Art History and AP Music Theory. Additions for 2015-2016 will include AP Physics 2, AP Psychology, AP Spanish Literature and AP Environmental Science. The afternoon courses focus on the arts. Many of the arts classes are also UC approved “I” courses depending on the number of hours they are offered each week. Students take a total of thirty-two credits a year in visual and performing arts. Upon completion of high school students receive a total of 368 credits (240 credits from the academic day and 128 credits from the arts portion of the day).

### **OCSHA**

OCSA participates in all state testing—, including CAHSEE and ~~STAR~~, Smarter Balanced Assessments. Students ~~that~~who do not pass the CAHSEE participate in intervention classes to provide support needed for passing.

~~The~~ teachers at ~~OCHSA~~OCSA have collaboratively created the Principles of Learning that they follow in their classroom. These include:

1. A key goal of school learning is fluent and flexible transfer – successful use of one’s knowledge and skill, on worthy tasks.
2. Students must perceive tasks to be worthy and feel increasingly competent so as to value their work effort.
3. Success depends on connecting small details and facts to big ideas, so students can understand new concepts and meet new challenges.
4. A true understanding must come from within, “the aha moment”, teachers cannot give students understanding. We can provide students with the tools and opportunities to reach their “Aha” moment.
5. Students need clear directions and guidelines and an understanding of the consequences of sub-par work or achieving/exceeding their goals.
6. Students need to know how they are performing on a regular basis in a meaningful way in order to help increase their skill level.
7. Understanding of content can be attained by regular reflection, self-assessment, and self-adjustment in using present knowledge to meet new challenges.
8. In order to deeply understand one must be open to new ideas, perspectives, and approaches to learning. Any new insight requires expansion of earlier ideas to include how things/information are/is interrelated. To do the following, learning is enhanced by a safe and supportive environment.
9. Students need a supportive environment to be able to take risks to facilitate deeper understanding.

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10. Learning is enhanced when curriculum design integrates the learners' interests, preferences, strengths, contributions, and prior knowledge.

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The Orange County ~~High~~ School of the Arts believes that to be an educated person of the twenty-first century, graduates of the Orange County ~~High~~ School of the Arts will be able to:

- Communicate effectively through reading, writing, speaking, and listening
- Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making
- Demonstrate a strong work ethic and self-motivation in school in order to be good citizens and responsible, contributing members of society
- Apply the skills necessary to work effectively alone and in cooperative settings
- Demonstrate a positive attitude toward learning both now and in the future
- Use technology in order to access information, apply research skills, and solve problems in preparation for higher education and the worlds of work
- Demonstrate a sense of self-worth and knowledge of achieve realistic goals
- Respect, appreciate, and understand diverse culture
- Be aware of major events and their geographical loc, understand the complexities of a global society
- Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being

These outcomes will occur through an instructional program, ~~and common assessments~~ which ~~incorporates~~incorporate learning modalities and allows student to learn in their preferred style. The minimum State-mandated instructional minutes shall be adhered to for the instructional day. Personal interpretation will allow students to create meaning in their learning. Applied practices and real life examples will give relevancy to the curriculum. The variety of assessments and projects will give students the opportunity to show these strengths. Collaboration will help motivate students to work with their peers. Activities ranging from acquiring knowledge to creating original pieces of work will exemplify the importance of Bloom's taxonomy and ~~reinforce~~reinforce previously learned concepts. The integration of technology will prepare students for the future and facilitate information gathering. In essence, teachers will employ strategies that turn classrooms into communities of learners where participants are fully engaged in acquiring knowledge, skills, attitudes and processes appropriate for each academic and ~~at~~ content area.

~~OCHSA~~OCSA students will meet all Santa Ana Unified School District academic standards and all academic standards as adopted by the State Board of Education. Students will graduate with an ~~OCHSA~~OCSA diploma in addition to any other credential, diploma, or recognition ~~OCHSA~~OCSA may choose to award its graduates. ~~OCHSA~~OCSA will maintain accreditation from the Western Association of Schools and Colleges.

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~~OCHSA's~~OCSA's student/teacher ratio and average class size shall be no greater than those of the District in comparable grades and subject matters.

~~OCHSA~~

~~OCSA~~ shall provide English Language Development instruction and support to identified English Learner students whose California English Language Development Test (CELDT) results indicate less than reasonable English proficiency. This includes students whose overall CELDT English proficiency scores register at the following levels:

Beginning

Early Intermediate

Intermediate

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~~OCHSA's~~~~OCSA's~~ course of study shall meet all current and future District and State standards for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, and Visual and Performing Arts. ~~OCHSA~~~~OCSA~~ shall maintain (and provide to the District annually) a description of each course offered including content of course pre-requisites, required demonstration of proficiency, and textbooks.

~~OCHSA~~~~OCSA~~ will collaborate with the District if requested to develop appropriate art programs on their respective campuses. ~~OCHSA~~~~OCSA~~ will share its expertise, experience, best practices, contacts, and other resources to encourage full development of the arts programs in the designated art school in the District.

**Special Education Services/Section 504-Commencing July 1, 2010**

The following provisions govern the application of special education to ~~OCHSA student~~~~OCSA students~~:

It is understood that all children will have access to ~~OCHSA~~~~OCSA~~ and no student shall be denied admission based solely on disability status.

Pursuant to Education Code Section 47641, ~~OCHSA~~~~OCSA~~ has elected to be deemed a public school of the District for special education purposes.

In accordance with Education Code Section 47646, a charter school that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending ~~OCHSA~~~~OCSA~~ shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who

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attends another public school of the District. The District, as the agency that granted the Charter, shall ensure that all children with disabilities enrolled in OCHSAOCSA receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA: Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, OCHSAOCSA is required to contribute “an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in” OCHSAOCSA.

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### **Section 504 and the ADA**

Absent specific agreement of the parties to the contrary, OCHSAOCSA shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should OCHSAOCSA be unable to provide the services necessary to comply with the requirements of Section 504, OCHSAOCSA may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and OCHSAOCSA separate from the terms of this Charter and/or OCHSAOCSA may contract with outside service providers at OCHSAOCSA’s sole expense.

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### **Services**

OCHSAOCSA and the District intend that OCHSAOCSA will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between OCHSAOCSA staff and resources and District staff and resources.

### **Division and Coordination of Responsibility**

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The District and OCHSAOCSA agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, IEP development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to OCHSAOCSA students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District, except as specified in this Section. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to OCHSAOCSA students, except as specified in this Section.

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**As long as OCHSAOCSA has a student enrollment of 1,000 or more students, OCHSAOCSA may choose to employ a Special Education Coordinator to perform the duties specified in the job description attached hereto as Attachment Exhibit A. The Special**

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Education Coordinator shall serve as the lead for coordinating special education services to OCHSAOCSA students, and shall coordinate all such services with the District's Assistant Superintendent of Support Services, or designee. The District shall retain ultimate authority over the manner in which such services are to be provided. The Special Education Coordinator shall carry out all of the duties and functions of that position as part of the coordination and provision of special education services to OCHSAOCSA students, whether designated as responsibilities of OCHSAOCSA or the District by the terms of this Charter. The District will reimburse OCHSAOCSA, on a quarterly basis, from special education funds, for the costs of such Special Education Coordinator, including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District's salary schedule as a "coordinator." Any Special Education Coordinator so employed by OCHSAOCSA shall be solely an employee of OCHSAOCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee of the District for any purpose.

Additionally, so long as OCHSAOCSA has a student enrollment of 1,000 or more students, OCHSAOCSA may choose to employ its own Resource Specialist(s) to provide special education services to OCHSAOCSA students. The District will reimburse OCHSAOCSA, on a quarterly basis, from special education funds, the costs of such Resource Specialist(s) including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District's certificated salary schedule. OCHSAOCSA may be reimbursed for the costs of one full-time equivalent ("FTE") Resource Specialist without regard to how many OCHSAOCSA students require the services of a Resource Specialist, and for additional FTE or portions thereof on the basis of a Resource Specialist caseload of 28 students. (E.g., should OCHSAOCSA enroll 42 students with IEP's requiring Resource Specialist services, the District will reimburse OCHSAOCSA for the costs of 1.5 FTE.) Any Resource Specialists employed by OCHSAOCSA shall provide all services in full compliance with the District's policies, practices, and directives for the provision of special education services. Any Resource Specialist(s) so employed by OCHSAOCSA shall be solely an employee(s) of OCHSAOCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee(s) of the District for any purpose.

The Special Education Coordinator and/or Resource Specialist(s) employed by OCHSAOCSA shall follow all District practices and requirements for providing special education services, including, but not limited to, following the District's record-keeping and documentation practices.

OCHSAOCSA shall inform the District in writing, on or before March 15 of each year, if OCHSAOCSA determines that it does not want to employ its own Special Education Coordinator and/or Resource Specialist(s) for the following school year. Should OCHSAOCSA not inform the District in writing of such a decision, OCHSAOCSA shall be responsible for the hiring and employment of such individuals for the following school year.

If a problem arises with any of the District personnel providing services on the OCHSAOCSA site, OCHSAOCSA and the District shall discuss the concerns within a reasonable period of time

after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on OCHSA's OCSA's site, over the objection of OCHSA OCSA, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on OCHSA's OCSA's campus.

The District and OCHSA OCSA shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between OCHSA OCSA and the District for the following year.

**Identification and Referral:**

OCHSA OCSA shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. OCHSA OCSA will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. OCHSA OCSA is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide OCHSA OCSA with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that OCHSA OCSA is provided with notification and relevant files of all students transferring to OCHSA OCSA from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law.

OCHSA OCSA shall not conduct assessments or recommend independent assessments without prior written approval of the District.

**Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. OCHSA OCSA shall ensure the attendance of all necessary OCHSA OCSA employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at OCHSA OCSA.

**Eligibility and Placement:**

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Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of OCHSAOCSA (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible OCHSAOCSA students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in OCHSAOCSA unless the IEP team determines that OCHSAOCSA is an appropriate educational placement, except for such period of time as enrollment at OCHSAOCSA constitutes the student's "stay-put placement."

**Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the OCHSAOCSA Special Education Coordinator shall arrange for the provision of such services through the OCHSAOCSA Resource Specialist(s) or District providers and/or contractors, as necessary and appropriate, in the same manner that such services are provided to the students at other District schools. District services shall include technical and consultative services by District staff to OCHSAOCSA staff in the same manner that District staff consults with staff at other District schools.

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**Parent Concerns:**

OCHSAOCSA shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to OCHSAOCSA and/or District staff. OCHSAOCSA staff shall inform the designated representative of the District of any such concerns. The District, in consultation with OCHSA'sOCSA's staff as necessary, shall respond to and address the parent/guardian concerns.

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**Complaints:**

In consultation with OCHSAOCSA, the District shall address/respond to/investigate all complaints regarding special education services at OCHSA. OCHSA'sOCSA. OCSA's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

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**Due Process Hearings:**

In consultation with OCHSAOCSA, the District may initiate a due process hearing on behalf of a student enrolled in OCHSAOCSA as the District determines is legally necessary to meet a local educational agency's responsibilities under federal and state law. The District and OCHSAOCSA shall cooperate in defending any due process hearing brought by a student enrolled in OCHSAOCSA. In the event that the District determines that legal representation is needed, the District/OCHSAOCSA shall be jointly represented by District legal counsel. In the event OCHSAOCSA elects to utilize separate legal counsel, OCHSAOCSA shall bear the costs of its separate legal counsel.

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The District agrees to indemnify, defend, and hold harmless OCHSAOCSA and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "OCHSAOCSA and OCHSAOCSA personnel") against any

and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OCHSAOCSA and/or OCHSAOCSA Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its ~~board~~**Board** of ~~directors~~**Trustees**, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

**OCHSA**

OCSA agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of OCHSAOCSA and OCHSAOCSA personnel, and OCHSAOCSA subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

**SELPA Activities and Meetings:**

The District Superintendent or designee shall represent OCHSAOCSA at all SELPA meetings as it represents the needs of all schools in the District. Reports to OCHSAOCSA regarding SELPA decisions, policies, etc. shall be communicated to OCHSAOCSA as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to OCHSAOCSA staff and OCHSAOCSA staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District's Assistant Superintendent of Support Services or designee specifically excuses OCHSAOCSA personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for OCHSAOCSA personnel.

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**School District of Residence:**

The District shall be responsible for providing all special education services to all students of OCHSAOCSA regardless of their school district of residence, with appropriate services provided by the OCHSAOCSA Special Education Coordinator and OCHSAOCSA Resource Specialists.

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**SELPA Requirements:**

OCHSAOCSA agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

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**Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve ØCHSAOCSA students. ØCHSAOCSA may assist the District in procuring such services.

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**Funding**

**Retention of Special Education Funds by District:**

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, ØCHSAOCSA has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for ØCHSAOCSA, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for ØCHSAOCSA students through the SELPA.

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**School Contribution of Equitable Share of ØCHSAOCSA Funding:**

Additionally, ØCHSAOCSA shall contribute a pro-rata share of its charter school funding to support the District’s unfunded special education costs (“general fund support”). The requirement that ØCHSAOCSA pay this general fund support, as specified in this Section of the Charter, shall go into effect upon the District providing ØCHSAOCSA 15 months’ written notice that the District will be assessing general fund support from ØCHSAOCSA.

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At the end of each fiscal year, the District shall calculate ØCHSA’sOCSA’s pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to ØCHSAOCSA and any/all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including ØCHSAOCSA students and students from any/all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of ØCHSAOCSA ADA (ADA calculation from P2). ØCHSAOCSA ADA shall include all students, regardless of home district.

The District shall calculate the amount of ØCHSA’sOCSA’s share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide ØCHSAOCSA with documentation as to the calculation of ØCHSA’sOCSA’s share of general fund support and allow ØCHSAOCSA an opportunity to provide input and respond to the calculation prior to invoicing ØCHSAOCSA for the prior year. The District shall then invoice ØCHSAOCSA for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of ØCHSA’sOCSA’s share of the general fund support shall be offset against the District’s next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of ØCHSA’sOCSA’s share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and ØCHSAOCSA shall be fully responsible for its actual share of general fund support.

**Costs of Special Education Services**

The District shall be responsible for all costs related to the special education service needs of OCHSAOCSA students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

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**Copies of IEP's**

OCHSAOCSA staff shall conform with all state and federal laws and District procedures related to IEP's, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEP's be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, the OCHSAOCSA Special Education Coordinator shall provide a hardcopy of the signature page of the IEP to the Assistant Superintendent of Support Services.

*OCHSA*

**OCSA Election to Become LEA**

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Should OCHSAOCSA ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which OCHSAOCSA would become its own LEA. Additionally, OCHSAOCSA must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which OCHSAOCSA would become its own LEA. At the time OCHSAOCSA provides such final notice, the notice must include ~~information establishing OCHSA's ability~~ verifiable written assurances that OCSA will participate in a special education local plan area (SELPA) approved by the State Board of Education in accordance with Education Code Section 47641(a) and capacity to serve as its own LEA and that it will provide special education services in accordance with federal and state law, including proof of ~~OCHSA's~~ OCSA's acceptance as a member of a SELPA for the fiscal year in which OCHSAOCSA will become its own LEA. At any time that OCHSAOCSA becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to OCHSAOCSA students, regardless of school district of residence of such students, and OCHSAOCSA shall be exclusively responsible for the coordination and provision of special education services to OCHSAOCSA students and for any and all other obligations of a school or school district relative to services for students with special needs.

**Element Two (B)- Measurable Pupil Outcomes**

~~Our~~

OCSA's goal is to create a school that motivates and assists all students in meeting proficiency on state academic standards. Annual review of data will be conducted to track progress toward goals, as measured by the STARCAASP results and benchmark assessments in reading, writing, language proficiency and mathematics. The School will ensure alignment of the curriculum in order to ensure success for all students in meeting the requirements of the California High School Exit Exam and any other state-required standards test. These standards will serve as a guide in developing school goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions.

~~OCHSA~~**See Appendix 1 for a more detailed description of current goals and priorities as outlined in the OCSA LCAP.**

OCSA intends to graduate its students with several measurable results:

- Satisfactory completion of all course requirements and attainment of required proficiency levels to be eligible to be granted an ~~OCHSA~~OCSA diploma
- A course of learning in the arts or design that greatly increases opportunities for immediate well paid employment
- SAT scores, a transcript, a portfolio and college credits that greatly increase opportunities for admission to a college, CSU, UC, or equivalent institutions
- Demonstrated abilities and a portfolio that greatly increase opportunities for admission to post-secondary institutions that specialize in the performing arts or design

~~OCHSA~~OCSA students will meet all District academic standards and all academic standards as adopted by the State Board of Education. ~~OCHSA~~OCSA students shall meet all current and future District requirements for a high school diploma.

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**Element Three (C) - Method of Measuring of Pupil Progress**

~~OCHSA~~

OCSA will comply with all state assessment requirements.

~~OCHSA~~To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

OCSA will separately assess learning in the arts or design depending on the student focus.

Daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples.

~~OCHSA~~OCSA will measure progress on an ongoing basis so parents and educators know how well students are performing. ~~OCHSA~~OCSA shall follow at a minimum, the District's regulations for promotion, retention, and intervention for underperforming students, including English Language Learner/Limited English Proficient students.

Prior to excluding a student for academic underperformance, ~~OCHSA~~OCSA shall take reasonable steps to intervene on behalf of the student. ~~OCHSA~~OCSA has developed a remediation program to raise the performance of the student, which shall include commitments on the part of the Charter School as well as the family of the student.

The Remediation Program provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Remediation ~~plan~~Program is implemented. The Remediation ~~Plan~~Program is ~~included~~set forth below:

**REMEDIATION PROGRAM**

The educational value of the Orange County ~~High~~ School of the Arts is that academic intervention is an ongoing process within daily instruction. During instructional time, all teachers work at differentiating their instruction, using strategies that engage all learners, and modifying their curriculum so that each learner may work to their highest potential

For students whose Grade Point Averages show they are at academic risk, the following program is put into place:

At the first progress report, students with below a 2.0 receive a letter warning that they may be put on ~~Academic~~academic probation if they do not raise the GPA to a 2.0 or above by the end of the semester. Other supports and interventions include but are not limited to:

- Parents have the option of putting their child on a Weekly Progress Report ~~and attending Block 7 study halls.~~
- Students are called in to the office to talk about their goals for bringing up the GPA. ~~the GPA.~~
- A ~~CARE team~~SST Team may be held to discuss interventions that teachers can use in ~~their classroom; this may or may not lead to a SST.~~
- A student tutor may be assigned to the student to help give one-on-one help ~~and motivation to improve the student's grade.~~

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- Parent/teacher/student conferences may be held to discuss ways for school and home to work together to support the child.
- The student may be placed in an academic lab, to receive extra support and help.

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At first semester, if a student has below a 2.0 they are placed on academic probation. ~~Extra~~ and ~~extra~~-curricular conservatory activities are curbed until the GPA is raised. A meeting is held with the student and their parents to discuss remediation plans. The students are put on weekly progress reports, ~~in~~ assigned to Block ~~0-academic lab~~7 for study hall and academic tutoring, daily planner signatures, or further testing depending on the individual need. ~~If the problem is in math, an additional basic math class is offered during Block 0.~~ CARESST team meetings are held with teachers to discuss interventions in the classroom. The students are monitored throughout the semester.

~~At the end of the second semester, if the student still has not achieved a GPA of 2.0 or higher, he/she will be dismissed from the school.~~

~~If a student's~~ If at the end of the second semester the student has achieved a GPA of 2.0 or higher, he/she will be removed from academic probation. At the end of the second semester, if the student still has not achieved a GPA of 2.0 or higher, he/she will be dismissed from the school after being afforded due process, provided that nothing in OCSA's academic probation, Remediation Program, and dismissal related to academic performance standards or procedures shall supersede OCSA's nondiscrimination obligations, including prohibitions against discrimination on the basis of mental or physical disability and/or qualification under the IDEIA and/or Section 504. Should a student's special education/Section 504 status, accommodations, or EL status have an impact on whether the student meets OCSA's academic criteria for ongoing enrollment at OCSA, the failure to meet those criteria shall not automatically result in the student being dismissed from OCSA based on academic performance. Such the student shall be afforded all of the protections of those laws (including all applicable accommodations) in considering his or her ongoing enrollment at OCSA.

If a student's GPA falls below 2.0, and the student corrects the deficiency by successfully completing a class or classes in summer school, the student will be removed from academic probation and/or will be readmitted to the Charter School.

~~OCHSA~~ Annually, OCSA shall review all instances of placement on academic probation and/or dismissal for academic performance, analyzing: (1) any indications of a disproportionately high incidence of students with a protected characteristic or EL students, and (2) any other indicia of disparate impact on such students. If such evidence is present, OCSA shall undertake immediate revisions of its academic probation criteria, remediation process and academic dismissal procedures to fully address such impacts. Records of such annual review and any such corrective measures shall be maintained as permanent records.

OCSA shall provide the District, on ~~an~~ semi-annual basis (mid-year and end-of-year), a report of student progress including disaggregated (by race/ethnicity, socioeconomic status, and English language fluency) data on student course enrollment and grades, participation and performance

results of state-mandated testing programs, including the Stanford Achievement Test, ~~California Standard Tests~~ CAASPP, California High School Exit Exam, California English Language Development Test, Scholastic Aptitude Test (SAT), and Advanced Placement exams.

**Element Four (D) - Governance**

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While ~~OCHSA~~OCSA intends to collaborate extensively with the Santa Ana Unified School District, ~~OCHSA~~OCSA and its officers, board members, employees and volunteers, shall operate and provide school services pursuant to this Charter as a wholly independent entity. Santa Ana Unified School District and ~~OCHSA~~OCSA shall not in any way or for any purpose become or deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions of liabilities of ~~OCHSA~~~~OCHSA~~OCSA. OCSA will be operated as a duly constituted California nonprofit public benefit corporation and governed in accordance with applicable California Corporations Code Sections. As provided for in the California Corporations Code, ~~OCHSA~~OCSA will be governed by its ~~board~~Board of ~~directors~~Trustees, whose members have a legal fiduciary responsibility for the well-being of the School. **Current OCSA Articles of Incorporation and Bylaws are attached as Exhibit B.**

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~~Should the OCSA articles and bylaws shall not be applied or modified in a manner inconsistent with the provisions of this Charter~~the approved charter. In the event that either the Articles or Bylaws are in conflict with the Articles-current charter, the terms of Incorporation, Bylaws, policies, or practices of the school or of the corporation, the provisions of this Charter-the charter shall prevail.~~OCHSA and OCSA’s Board of Directors shall make amendments consistent with the requirements of the charter. OCSA shall provide written notice to the District of any Superintendent or designee of proposed revisions to of the Articles of Incorporation articles and/or Bylaws within bylaws at least three (3) business days of the adoption of such weeks prior to consideration for a revision.~~Current Articles by the corporate Board of Directors, and shall promptly provide a final version of any such Board approved revisions.

Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to OCSA’s governance structure and/or Charter, OCSA may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. The OCSA bylaws shall specify these procedural requirements for revision to the bylaws and shall further specify that in the case of a conflict between the articles or bylaws and this Charter, OCSA’s Board of Incorporation and Bylaws, EXHIBIT B Directors shall take prompt action to revise the articles or bylaws or seek a material revision to the Charter to make the articles, bylaws, and Charter consistent.

In the case of a conflict between the requirements of this Charter and the provisions of OCSA’s articles and bylaws, action taken in accordance with such articles or bylaws which conflicts with or is inconsistent with the requirements of this Charter shall be a violation of this Charter. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of OCSA, the provisions of this Charter shall prevail.

OCSA shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees subject to the Brown Act, on or before the date required for posting of such agendas in compliance with the Brown Act.

The Orange County ~~High~~ School of the Arts will be governed by a five member Board of Trustees. This Board will meet on a regular basis and will comply with all applicable regulations **including:**

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~~The requirements of Government Code Section 1090 et seq~~ Notwithstanding any conflict in the OCSA Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of OCSA and its Board of Directors shall comply with all laws controlling charter schools. OCSA shall comply with the Ralph M. Brown Act, Government Code Section 1090 et seq., the Political Reform Act of 1974 (Gov. Code Section ~~8710081000 et seq., the "PRA"~~), and any attendant regulations as they may be amended from time to time, and ~~all any other applicable conflict of interest laws and prohibitions, including prohibitions applicable to California non-profit corporations-~~ By the terms of this Charter, OCSA is obligated to comply with the requirements of Government Code Section 1090 et seq. and ~~or~~ the Political Reform Act of 1974 to the same extent as if OCSA were a noncharter ~~California charter schools.~~

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~~OCHSA and its governing board shall comply with the Ralph M. Brown Act as set forth in~~ public school district regardless of any arguments regarding the applicability generally of those laws to California ~~Government Codes Section 54950 et seq. and any attendant regulations as they may be amended from time to time~~ charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

#### **Appointment of ~~OCHSA~~OCSA Board Members**

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The ~~OCHSA~~OCSA Board will have five members. Board members shall be selected to represent parents, the arts community, educators, community business leaders, and its sponsoring district. All Board members will be selected with skills and experience to match their board responsibilities. The ~~governing board~~Governing Board of the District shall retain its statutory right pursuant to Education Code section 47604(b) to appoint two representatives, one additional member and an alternate ~~to for such representatives, member to serve on the OCHSA Board. An alternate shall serve in the respective appointee's place in the event the appointee is unable to make a meeting of the OCHSA Board of Directors and when so serving shall have the same rights, duties, and privileges as an appointee. References herein and elsewhere to District Board appointees shall include alternates when acting as appointees. District Board appointees may either or both be personal residents of the District (i.e., a person whose primary residence lies within the District), or business residents of the District (i.e., a person whose primary place of business or employment is located within the District), in either case of which OCHSA, OCSA shall be allowed to advise the Board in the selection of this such District member.~~

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~~The two appointees that are appointed by the Governing Board of the Any District (the "Board appointee shall serve solely at the District Board") or designee's discretion and may serve an unlimited number of consecutive terms. The OCSA Bylaws shall specify that no restrictions on the appointment, service, or terms for removal of other members of the OCSA Board of Directors shall apply to any District Board appointee and such appointee shall serve at~~

the pleasure of ~~the District Board, and may be replaced at any time for any reason by majority vote and be removed only by the action~~ of the District Board. ~~The District Board appointees shall represent the District at all times and in all matters coming before the OCHSA Board. As OCHSA Board members, the appointees may at times have conflicting interests when voting upon matters affecting the District, by virtue of their mandate to represent the District. The appointee who is a District board member may, conversely, have conflicting interests as a District Board member when voting upon matters affecting OCHSA. OCHSA understands that these conflicts of interest may exist and expressly waives these conflicts of interest and expressly consents to the appointees representing the District's interests and voting as OCHSA Board members. OCHSA further expressly consents to the District Board member appointee voting on the District Board on matters affecting OCHSA or designee.~~

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The ~~OCHSA~~OCSA Board of Trustees will be responsible for:

- Hiring and evaluating the Principal and/or Executive Director of the School.
- Approving and monitoring the implementation of general policies of the School, including effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
- Approving and monitoring the School's annual budget, acting as fiscal agent. This includes the receipt of funds for the operation of the School in accordance with state and federal charter school laws and the receipt of state, federal and private grants and donations consistent with the mission of the School.
- Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of School programs.
- Executing all other responsibilities provided for in the California Corporations Code, ~~The~~the Articles of Incorporation and Bylaws, and this ~~charter~~Charter necessary to ensure the proper operation of the School.
- Preparing and submitting, on a semi-annual basis (mid-year and end of year), reports to the District regarding ~~OCHSA's~~OCSA's progress in implementing this Charter and other specific matters as the District Board requests.

### Parent/Community Involvement

#### OCHSA

OCSA will additionally involve parents, educators, and art professionals on a regular basis to advise ~~OCHSA~~OCSA on the operations of the School. Similarly, they will advise on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student achievement and employment in the arts industry. These parent involvement group opportunities will be communicated to parents through our normal communication strategies including electronic communications, registration materials and the monthly school newsletter. These current committees include: Parent Support Organization (PSO) and Parent Advisory Committee (PAC).

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**Element Five (E) - Employee Qualifications**

**OCHSA**

OCSA shall adhere to Education Code § 47605(1), all California Commission on Teacher Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculty and staff for the Charter School.

To the extent required by law, teachers in the School will be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. This will include emergency permits and credentials, if necessary. Teachers of English Language Learners shall have State English Language Development certification. Teachers of students in Special Education shall have State Special Education credentials.

As provided by law and as practiced by OCHSA OCSA in the past, the School may exercise flexibility with regard to those teaching non-core, non-college preparatory courses. OCSA takes full and complete responsibility for the application of “flexibility” regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(1), including any impacts its use of such “flexibility” may have on OCSA’s funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of “flexibility” in credential requirements for non-core, non-college preparatory classes at OCSA.

OCHSA OCSA may employ qualified adults to assist credentialed teachers in student instruction. A teacher may supervise another teacher when mutually agreed to by the teachers and OCHSA OCSA.

Within the provisions of the law, OCHSA OCSA reserves the right to recruit, interview and hire anyone at anytime any time who has the best qualifications to fill any of its position vacancies.

OCHSA OCSA shall not discriminate against any applicant or employee on the basis of race or ethnicity, creed, color, nationality, religion, age, gender, sexual orientation, disability, or other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other basis prohibited by law.

The Executive Director ~~and/or~~ the Principal will hold a current California Administrative Credential and the required course work as required by any California ~~Public~~public school administrator holding a comparable position ~~in a non-charter school~~. Education must include at minimum a ~~Masters~~Master’s Degree in Educational Administration.

OCSA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of OCSA. Such services may be provided either by an employee of OCSA or by a consultant (or consultant group) hired by OCSA. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity or the equivalent experience.

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All Management staff, as required by law, shall receive on-going staff development and management training including training in Sexual Harassment.

**Element Six (F) - Health and Safety Procedures**

**OCHSA**

**OCSA** will comply with all applicable safety laws. **OCHSAOCSA** will require that each employee of the School furnish the School with a criminal record summary as described in Section 44237 of the Education Code including the requirement that, as a condition of employment, each new employee must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. **OCHSAOCSA** shall utilize the services of the District at customary rates for Department of Justice checks and fingerprinting.

**OCHSAOCSA** has developed health, safety, and risk management policies in consultation with its insurance carriers and risk management experts. **OCHSAOCSA has developed extensive safety and emergency procedures in conjunction with local fire and law enforcement agencies., attached as Exhibit C.**

**OCHSAOCSA** will assess its school buildings for structural safety, using the existing state, county and city standards for independent and parochial schools.

**OCHSAOCSA**, at its own cost and expense, will be responsible for obtaining appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional ~~use~~ permits, all as may be required to ensure a safe school and facilities for staff and students. **OCSA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. OCSA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.**

**OCSA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. OCSA has developed a comprehensive policy to prevent and timely remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, student to student, and student to employee misconduct), as well as comprehensive policies to address any type of discrimination, harassment, or bullying. OCSA takes misconduct of this nature very seriously and will address such misconduct in accordance with its adopted policies and procedures.**

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**Element Seven (G) - Achieving Racial and Ethnic Balance**

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The philosophy, policies, and procedures of ~~OCHSA~~OCSA shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population and staff. All students will be considered for admission, accepted for admission, and retained in the School without regard to disability, gender, ~~gender identity, gender expression,~~ nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55. ~~A, fluency in English, parent income/education level, or any other basis prohibited by law.~~ OCSA's plan to achieve ~~this~~ racial and ethnic balance ~~will be developed and included in the Memorandum of Understanding. This plan among its pupils~~ will, at a minimum, establish goals and timetables that fully embrace the concept of achieving and maintaining a diverse student population. In particular, the plan will ~~detail~~include an aggressive recruitment plan designed to achieve these goals. A report on the progress toward these goals will be presented to the Board of Education of the District and to the Board of ~~OCHSA~~OCSA by October of each school year and during the spring term, prior to the recruitment period for each school year.

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The Orange County ~~High~~ School of the Arts will work collaboratively to develop programs to identify and enroll students to achieve and maintain a racial and ethnic balance ~~consistent with the County of Orange from which it draws its students.~~reflective of the general population residing within the District's territorial jurisdiction.

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These programs include:

~~Camp OCHSA~~OCSA – is an arts training workshop at the Orange County ~~High~~ School of the Arts and offered free of charge to students, grades 4-6, attending schools in Santa Ana. ~~Camp OCHSA~~OCSA is a positive, nurturing environment for young people with an interest in the arts and the desire to discover and develop their talents.

~~Camp OCHSA~~OCSA offers a ~~twelve~~ten-week workshop in the evenings on campus at ~~OCHSA~~OCSA. It is designed to introduce young people with little or no experience in the arts to the basic language, technique and skills in disciplines such as dance, acting, singing, painting and drawing and guitar. There is no tuition and all necessary educational supplies and materials are provided. All classes are taught by ~~OCHSA~~OCSA students in the 10<sup>th</sup>-12<sup>th</sup> grade and are under the advisement and direction of the Orange County ~~High~~ School of the Arts faculty ~~and the Director of Community Programs. Since 2001 when Camp OCSA was established, we have served over 6,500 students from Santa Ana.~~

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The program not only affects the students involved in the program, but has a lasting positive effect on the local community as a whole. It is important to emphasize that the program is staffed with bilingual staff. All written and verbal communications with the parents and the community are done in both ~~languages.~~Spanish and English. Brochures/applications (in Spanish and English) are delivered to the students in Santa Ana who are in grades 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> every year. ~~Each~~ year, the program culminates with a performance and an art exhibit at the end of the ~~twelve~~ten weeks.

*Gluck Community Service Arts* Fellowship Program at the Orange County ~~High~~ School of the Arts provides for free artistic performances and programs for underserved/underrepresented individuals in numerous community venues such as youth centers, schools, nursing and retirement facilities, health centers, parks, and community agencies. Soloists, ensembles and performance groups typically present concerts/performances of approximately 25-40 minutes in length that include interaction with the audience and may include discussion about technique, musical motifs or other pertinent information.

Some of the community partners are: The Orange County Educational Arts Academy, El Sol Academy, the Orange County Children's Therapeutic Arts Center, ~~El Salvador Community Center~~ Santa Ana Police Athletic and Activity League, The Santa Ana Public Library, ~~Adams Elementary~~ The Boys and Girls Club of Santa Ana, The UCI Medical Center in Santa Ana, ~~Loaves and Fishes Soup Kitchen, Ronald McDonald House, Bowers Museum,~~ The Blind's Children Learning Center, Hands Together, ~~and~~ The Santa Ana Zoo, to name a few.

*The California Arts Center at the Orange County ~~High~~ School of the Arts* is open to all children and adults interested in enriching their lives through arts education. Through the weekend, evening and summer classes, students have the opportunity to participate in a unique experience in arts education that might not otherwise be available to them. Scholarships are offered to students who have a financial need. All classes are taught by professional artist teachers from the Orange County ~~High~~ School of the Arts on the ~~campus of the~~ school campus, presented by the Orange County ~~High~~ School of the Arts Foundation.

~~A report on the progress toward these goals will be presented to the Board of Education of the District and to the Board of OCHSA by October of each school year and during the spring term, prior to the recruitment period for each school year.~~

## **Element Eight (H) - Admission Requirements**

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OCHSAOCSA shall admit all pupils who wish to attend the School and who demonstrate talent in the performing or visual arts consistent with the OCHSAOCSA curriculum and standards.

Applicants are encouraged to request and will receive accommodations if needed for the application process to assure that students with special needs who may qualify for services pursuant to the IDEIA and/or section 504 and students with EL status shall not be excluded from application or admission solely on the basis of the disability.

Pupils will be considered for admissions without regard to ethnicity, national origin, gender or disability, race, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Penal Code section 422.55.

Academic admission criteria shall specifically assure that students with special needs who qualify for services pursuant to the IDEIA and/or Section 504 will not be excluded from admission solely on the basis of their disability, but rather, the academic admission criteria will allow for admission taking account of their special needs. Academic admission criteria shall not have a discriminatory or disparate impact on the basis of any other protected characteristic, including EL status.

A parent/guardian who provides reliable evidence that the denial of admission is a direct result of the student applicant's special education/504 or EL status may seek review of the decision not to admit.

Admission practices will be administered in accordance with provisions defined by charter school law. If the number of students who wish to attend OCHSAOCSA exceeds capacity, among equally qualified applicants, preference will be extended to pupils who reside in the District.

## **Student admission requirements and processes are described in Exhibits D (Academic) and E (Audition Requirements).**

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Students will be rank-ordered based on established audition rubrics. Students will be selected for each conservatory program based on their place in this rank-order. Should there be more "Qualified" students than enrollment slots allow, Qualified, in this case defined as those students who have met both the Academic and Audition requirements, then a public random drawing will be held to determine student enrollment.

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OCHSA will OCSA will annually evaluate all students and consider them for readmission over new applicants based on published criteria.

OCSA will strive to have a minimum of thirty percent (30%) of the student body composed of students who reside in the District; provided, however, in the event OCHSAOCSA fails to meet

this requirement, the District and ~~OCHSA~~OCSA shall agree to an Outreach Plan to meet this goal.

So long as ~~OCHSA~~OCSA is acting in good faith to comply with the Outreach Plan, ~~OCHSA's~~OCSA's failure to meet this requirement shall not be cause for revocation of this Charter. ~~OCHSA~~OCSA will set no maximum limit to the number of ~~qualified~~Qualified students from the District who may be admitted to ~~OCHSA~~OCSA. The Outreach Plan will define ~~OCHSA's~~OCSA's strategies for outreach to assure the minimum participation from the District.

### **Outreach Plan**

As part of the Outreach ~~plan~~Plan the School shall target the programs described in Element 7 to the current students of the District.

As part of its commitment to the community of Santa Ana and the District, ~~OCSA shall hold~~ workshop ~~sessions~~sessions to review the application requirements and processes with students, at least three months prior to the opening of each application filing period. These workshops will explain and demonstrate such admissions requirements as audition specifications, portfolio submission, and other performance or demonstration expectations.

In addition to the community programs described in Element Seven, the Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including without limitation newspaper and television. The marketing plan shall also include the preparation and distribution to the District of recruiting materials in English and Spanish. ~~OCHSA~~OCSA shall also develop applications in other languages, as needed.

The Outreach Plan includes scheduled dates, times, and locations of open house, informational meetings, auditions, and other activities in a manner which ~~insure~~ensures, to the extent possible, that District students and racial and ethnic minorities are able to attend.

The Outreach Plan also includes a program which ~~insure~~ensures that arts teachers within the District have access to open houses, informational meetings, auditions, student evaluation and ranking sessions, and other activities, such as meetings provided solely for arts instructors, so that they may be better equipped to prepare their students or identify talent for the Charter School.

The OCSA shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, (collectively "Free Schools Guarantee") in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission or in any academic program whatsoever, for financial reasons, including without limitation a failure to make a financial contribution of any kind. Students who have a documented financial need will not be denied participation in any activity, rehearsal, presentation, or performance due to the inability to purchase costumes, supplies, instruments, or any other equipment or pay for any related travel costs related to school performances or activities. ~~The OCHSA will comply with,~~

~~which costs shall only be required to be borne by students to the terms of extent that it is permissible under the free school guarantee of the California Constitution, Article IX, Section 5, and Free Schools Guarantee. OCSA shall~~ develop and maintain a fund for low income students to provide for permissible costs of supplies and materials and to assist students with daily transportation assistance (e.g., bus passes) and to develop a payment plan to assist with the payment of funds for particular kinds of events ~~not part of the regular school program (e.g., tours).~~ ~~OCHSA will continue to provide funding for any student who should need assistance with purchasing supplies, materials, instruments, equipment, dance clothes, dance shoes, or anything else necessary to fully participate in the OCHSA program. OCHSA that are not “educational activities” of OCSA and for which costs are permissibly required to be borne by students pursuant to the Free Schools Guarantee (e.g. tours).~~ OCSA will also provide funds relating to field trips, tours, transportation, or anything necessary for students to fully participate in ~~OCHSA~~OCSA performances or extracurricular activities. As needed, ~~OCHSA~~OCSA will provide free or reduced priced tickets to all ~~OCHSA~~OCSA performances in which students appear, in order to ~~insure~~ensure that parents and close family members of the student performers are encouraged and able to attend regardless of financial considerations. Policies regarding eligibility for these funds and the process for accessing these funds will be made available to all ~~OCHSA~~OCSA students. Requests for financial assistance will be handled confidentially by the ~~OCHSA~~OCSA business office. ~~Once admitted to OCHSA, students become enrollees. OCHSA will evaluate the performance of all enrollees annually and will automatically consider each for readmission prior to consideration of any other applicants. OCHSA will evaluate enrollees for readmission based on published criteria.~~

#### **Element Nine (I) - Annual Financial Audits/Financial Documents**

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

These financial audits shall be conducted by an independent auditor, approved in advance by the District Board, and included on the State Controller’s approved list of independent auditors. The auditor will verify the accuracy of the ~~school’s~~School’s financial statements, accounting practices, revenue-related data collection and reporting practices and will review the School’s internal controls. The audit will include a review of ADA as reported by ~~OCHSA~~OCSA. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that the School’s money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. ~~OCHSA~~OCSA agrees to resolve outstanding issues from the audit prior

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to the completion of the auditor's final report. The audit will be completed and submitted to the District, the California Department of Education, the State Controller and the Orange County Superintendent of Schools by December 15th following each school year or at a mutually agreed upon earlier date. OCHSAOCSA will provide interim financial data required by the District to fulfill its obligation to the county and state.

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The audit is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, OCHSAOCSA shall bear the cost of the audit.

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In addition to the above:

1. OCHSAOCSA will give SAUSD at least thirty (30) calendar days written notice prior to renegotiations of lease terms of existing facilities or before entering into new lease agreements for facilities.
2. OCHSAOCSA will give SAUSD at least thirty (30) calendar days written notice prior to \_\_\_\_\_ entering into any additional loan borrowings. If the District believes that it is not \_\_\_\_\_ financially viable for OCHSAOCSA to enter into new financial obligations, OCHSAOCSA will address the concerns and inquires of the District, to the satisfaction of the \_\_\_\_\_ District, prior to entering into any additional loan borrowings.
3. OCHSAOCSA will provide written notification to SAUSD in the event of default or late \_\_\_\_\_ payment of any current or future OCHSAOCSA loan/lien holder obligations. Said notification must be provided within ten (10) calendar days of the default or ~~late~~ payment. When the late payment or default has been cured, written notification to the District must be provided within ten (10) calendar days of the cure.
4. In the event that OCHSAOCSA needs to borrow funds from SAUSD, a corrective action plan will also be submitted with the request. OCHSAOCSA shall provide SAUSD with written notice of its need to borrow funds at least 30 days prior to requesting to borrow funds from the SAUSD and/or any other potential source of funds. Nothing in this Charter shall be interpreted as a guarantee that SAUSD will loan any funds to OCHSAOCSA.
5. OCHSAOCSA will notify SAUSD of any pending litigation or legal action taken against OCHSAOCSA within 30 calendar days of OCHSAOCSA receiving said notice.
6. OCHSAOCSA agrees to use SAUSD approved financial reporting formats that are in compliance with CDE specifications. This includes: Cash Flow, Multi-year Budget Projections, Interim reports, Current Year Budget Assumptions and the Charter School Unaudited Actuals Financial Report Form.

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**Please see OCSA Five Year Proforma Budget on the next page.**

Proforma Budget

ORANGE COUNTY SCHOOL OF THE ARTS  
 FIVE YEAR PROFORMA BUDGET  
 NMTC RESTRUCTURE LOAN \$12M, 4.5%, 20 YR, FULLY AMORTIZED, DEC 2017

	14-15	15-16	16-17	17-18	18-19	
<b>Enrollment</b>	<b>1,910</b>	<b>2,120</b>	<b>2,120</b>	<b>2,120</b>	<b>2,120</b>	
Increase in Enrollment	0	210	0	0	0	
ADA	1,862	2,067	2,067	2,067	2,067	
LCFF per ADA	7,181	7,712	7,979	8,378	8,797	5%
<b>REVENUE:</b>						
State ADA Funding	13,373,603	15,940,961	16,493,208	17,317,326	18,183,399	5% Incr 17-18, 18-19
Lottery Revenue	270,026	307,208	314,888	322,760	330,829	2.5%
Special Ed Reimbursement	389,760	399,504	409,492	419,729	430,222	2.5%
Other State and Federal Revenue	50,000	50,000	50,000	50,000	50,000	Title I, II
Facility Grant (SB740)	100% 1,396,688	100% 1,550,250	100% 1,550,250	75% 1,162,688	50% 775,125	Max = \$750/per ADA
Parent Funding Contributions	5,000,000	5,565,000	5,777,000	5,989,000	6,201,000	Incr per year \$100 per student funding rate
Leadership Revenue, Net	40,000	40,800	41,616	42,448	43,297	2%
Food Service, net	178,000	181,560	185,191	188,895	192,673	2%
Miscellaneous	300,000	303,000	306,030	309,090	312,181	1%
<b>TOTAL SCHOOL REVENUE</b>	<b>20,998,077</b>	<b>24,338,283</b>	<b>25,127,675</b>	<b>25,801,936</b>	<b>26,518,727</b>	
OCHSA Foundation Contributions	656,518	672,931	689,754	706,998	724,673	+2.5% incr (due to Admin PR Alloc)
OPIUS FUND Contribution	150,000	300,000	300,000	300,000	300,000	
<b>TOTAL REVENUE</b>	<b>21,804,595</b>	<b>25,311,214</b>	<b>26,117,429</b>	<b>26,808,934</b>	<b>27,543,400</b>	
<b>EXPENSES:</b>						
Salaries Admin	4,296,608	4,469,987	4,567,652	4,667,718	4,770,245	2.5% plus 5% Increase in Health Costs
Salaries Academics	4,666,182	5,504,821	5,783,365	6,072,533	6,376,160	2.5% plus 1 teacher per 30 incr enroll
Salaries Arts	2,773,916	2,997,263	3,047,743	3,099,242	3,151,781	2.5% plus 1 teacher per 20 incr enroll
ER Tax, Retirement and Health Benefits	3,410,712	3,906,747	4,256,366	4,645,169	5,058,142	Incl STRS/PERS rate increase
<b>Total Salaries and Related</b>	<b>15,147,418</b>	<b>16,878,817</b>	<b>17,655,126</b>	<b>18,484,662</b>	<b>19,356,327</b>	
Percentage of benefits to salaries	29.06%	30.12%	31.77%	33.56%	35.38%	
Arts Instructions Supplies	295,000	328,600	328,600	328,600	328,600	\$155 per student
Academic Expenses	267,400	296,800	296,800	296,800	296,800	\$140 per student
General & Administrative	743,736	758,611	773,783	789,259	805,044	2%
Insurance	180,000	183,600	187,272	191,017	194,838	2%
Legal	35,000	35,700	36,414	37,142	37,885	2%
Utilities	655,000	674,650	694,890	715,736	737,208	3%
Building Maint/Security	977,800	1,007,134	1,037,348	1,068,468	1,100,523	3%
Opus Fund Facility Rent (incl prop tax) (Webb,VA, parking lots)	1,579,200	1,579,200	1,579,200	787,500	0	End NMTC Dec-2017
Legacy Rent / Dance Center	0	1,300,000	1,300,000	650,000	0	Begin 7-1-2015 TO Dec 2017
Legacy Fund Rent (New Loan)	0	0	0	1,000,000	2,000,000	\$26M, 4%, 20 yr fully amortized
Legacy Fund Rent/1107 N Main St	96,000	96,000	96,000	96,000	96,000	1107 N Main
Utilities/Ins/ Maint/Security (new bldg)	0	200,000	206,000	212,180	218,545	Dance Center + 3% incr
Technical	100,000	103,000	106,090	109,273	112,551	3%
Marketing	90,000	90,000	92,700	95,481	98,345	3%
<b>TOTAL EXPENSES</b>	<b>20,166,554</b>	<b>23,532,112</b>	<b>24,390,222</b>	<b>24,862,118</b>	<b>25,382,667</b>	
<b>EBITDA</b>	<b>1,638,041</b>	<b>1,779,102</b>	<b>1,727,207</b>	<b>1,946,816</b>	<b>2,160,733</b>	
Debt Service - FMB Loan (Main Campus)	1,206,384	1,206,384	1,206,384	1,206,384	1,206,384	Replace CIEDB loan \$15.8M, 4.5%, 20 yr, fully amort
Capital Expenses	400,000	400,000	400,000	400,000	400,000	
<b>NET CHANGE IN ASSETS</b>	<b>31,657</b>	<b>172,718</b>	<b>120,823</b>	<b>340,432</b>	<b>554,349</b>	

\* Charter School Facility Grant subject to annual legislative action



## Element Ten (J)-Student Suspensions and Expulsions

Compliance with the procedures set forth in this Charter and OCSA's Behavior Management Policy, attached hereto as Exhibit F and incorporated herein by this reference shall be the only processes for OCSA to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for any reason, including but not limited to, disciplinary and academic causes. Expulsion (not "dismissal") shall be the sole means to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for disciplinary reasons involving conduct as specified in Education Code Sections 48915(a) or (c) or 48900.2, 48900.3, 48900.4, and/or 48900.7.

Students may be suspended from OCSA on any of the grounds provided in Education Code Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.

Students may be dismissed on grounds stated in Education Code Section 48900.

The principal shall recommend expulsion for any act enumerated in Education Code section 48915(a) or (c).

Orange County High School of the Arts (OCHSAOCSA) regards suspensions and expulsions as a last resort. Criteria for suspension and expulsion of students shall be consistent with the California Education Code §48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915. OCHSAOCSA will observe fair and lawful standards of due process.

As OCHSA's OCSA's policy, a student suspension may only be applied with the approval of the school's principal.

~~In certain behavioral offenses consistent with OCHSA policy, the principal may recommend expulsion of a student from OCHSA. This recommendation for expulsion will be made to an impartial panel of three school administrators comprised of three school district administrators, all holding valid California Administrative Services Credentials and selected by OCHSA administrative staff. Of these three administrators, one administrator will be invited from the student's home district. No school district may have more than one representative on the panel.~~

~~This administrative panel will review all relevant information. Based on this review, the panel will determine whether expulsion from OCHSA is an appropriate consequence. If the panel recommends expulsion, and the OCHSA Board of Trustees votes to approve the expulsion recommendation, the student has the right of appeal to the Orange County Department of Education (OCDE).~~

The policy applies to all OCHSAOCSA students, strives for impartiality, ensures all students are treated equally, and provides for due process protections.

**An**

In certain behavioral offenses consistent with OCSA policy, the principal may recommend expulsion may be appealed within 30 calendar days after the OCHSA governing board

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~~takes action~~ of a student from OCSA. The procedures for considering and acting upon a recommendation of expulsion shall be as provided for in this Charter and OCSA's Behavior Management Policy. The parent/guardian and student shall receive 10 days written notice of the ~~affected student may appeal~~ alleged conduct, the legal ground for the recommended expulsion, and the hearing date, time, location, a brief explanation of the hearing process before the administrative panel, the right to be represented, question the school's evidence and witnesses, and to call witnesses on the student's own behalf.

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The administrative hearing panel shall be composed of three impartial school administrators, all holding valid California administrative services credentials and selected by OCSA administrative staff. One administrator will be invited from the student's home district. No district may have more than one representative on the panel. No OCSA administrator shall be a panel member.

The administrative panel shall hold a hearing wherein OCSA shall be required to support its recommendation with substantial evidence. If the panel recommends expulsion, the parent/guardian and student may address the school's Board of Trustees, which shall make the final decision on behalf of the ~~OCHSA governing board~~ school.

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If the student or family disagrees with a decision to expel, after hearing, they must follow written notice of the appeal with both the OCSA and the Orange County Department of Education ~~in~~ within 30 days of the written decision of OCSA's Board of Trustees specifying one or more of the following grounds for appeal: (1) the Board of Trustees acted without or in excess of its jurisdiction, (2) there was not a fair hearing before the Board of Trustees, (3) there was a prejudicial abuse of discretion in the hearing, (4) there was relevant and material evidence, which in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing.

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It shall be the responsibility of the people to submit a written transcription for the review of the county Board, with the cost of the transcription borne by the people except in either of the following situations: (1) the pupil's parent or guardian certifies that he/she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses or both or (2) if the county Board reverses the decision of the Board of Trustees, the Board of Trustees shall reimburse the pupil for the cost of such transcription.

In the event ~~that a student is~~ of a decision to expel a student, OCSA shall work cooperatively with the district of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled ~~by the OCHSA governing board~~. Any incident of violent and/or serious student behavior shall be communicated to the district/school to which the student matriculates.

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If a pupil who is subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves OCSA without graduating or completing the school year for any reason, OCSA shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

### **Suspension, Dismissal and Expulsion Procedures for Students with Special Needs**

A student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCSA will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, as well as the District’s policies, procedures, and practices, when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCSA shall notify the District of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and shall grant the District approval rights prior to the expulsion of any such student.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

#### **1. Notification of District**

“OCSA shall immediately notify the District and coordinate the procedures in this policy with the District when any student with a disability, or student for whom OCSA or District would be deemed to have knowledge that the student had a disability, violates a code of student conduct, rule, or policy resulting in a suspension.

#### **2. Services During Suspension**

“Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child’s IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### **3. Procedural Safeguards/Manifestation Determination**

“Within ten (10) school days of a recommendation for dismissal, expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, rule, or policy, OCSA, the parent, and relevant members of the IEP Team shall review all relevant information in the student’s file, including the child’s

IEP, any teacher observations, and any relevant information provided by the parents to determine:

(A) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

(B) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If OCSA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If OCSA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

(A) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the District had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.

(B) If a behavioral intervention plan has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.

(C) Except in the case of a student removed to an interim alternative educational setting, OCSA shall return the child to the placement from which the child was removed, unless the parent and OCSA agree to a change of placement as part of the modification of the behavioral intervention plan.

If OCSA, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the OCSA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

**Element Eleven (K) – Employee Rights, STRS, PERS and Other Retirement Coverage**

Teachers and other persons working at ~~OCHSA~~OCSA will retain all previously vested rights in their respective retirement systems, including but not limited to California STRS, PERS and Social Security. The ~~OCHSA~~OCSA board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and/or PERS. Certificated employees of OCSA shall be members of and participate in the California State Teachers Retirement System (STRS). Noncertificated, regular employees of OCSA shall be members of and participate in the Public Employment

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Retirement System (PERS). The Executive Director or his/her designee shall be responsible for ensuring that appropriate arrangements for coverage have been made and are complied with.

**Element Twelve (L) - Attendance Alternatives**

~~OCHSAOCSA~~ is a school of choice. No student is required to attend. Students who do not wish to attend ~~OCHSAOCSA~~ may attend their local school of attendance or pursue an intra/inter-district transfer in accordance with existing enrollment and transfer policies of the local education agency (school district) where they reside.

Parents or guardians who have children enrolled in the ~~charter school~~ Charter School will be informed upon enrollment that the student has no right to admission to any local education agency or in a particular school of any local education agency as a consequence of enrollment in ~~OCHSAOCSA~~, except to the extent that such a right is extended by the local education agency.

~~Transportation~~ is the parental responsibility for families who choose to attend ~~OCHSAOCSA~~, except as required for students with disabilities pursuant to an IEP or in compliance with the McKinney-Vento Homeless Education Assistance Act or any other transportation mandated by law.

~~OCHSAOCSA~~ is a Charter School and as such, a school of choice. **Students who demonstrate issues with attendance or behavior will receive interventions as described in the attached policy.** Exhibit F.

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**Element Thirteen (M) Employee Return Rights**

Employees of the District who choose to leave the employment of the District to work at ~~OCHSA~~OCSA shall have no rights of return to the District after employment at ~~OCHSA~~OCSA unless specifically granted by the District through a leave of absence or other agreement or policy of the District specified in the District's collective bargaining agreements. ~~OCHSA~~OCSA shall have no authority to provide for, or negotiate with ~~OCHSA's~~OCSA's employees or employee representatives, any return rights to the District. District employees must consult with the District to determine their eligibility for leave.

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## Element Fourteen (N) - Dispute Resolution

Disputes between OCHSAOCSA and the District

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of OCHSAOCSA or the District's oversight obligations, or a dispute otherwise arises between the District and OCHSAOCSA, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.

- ~~(2) If the violation or issue in question does not constitute a severe and imminent threat~~ (2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.

If the violation or issue in question does not constitute a severe and imminent threat and the District has not decided to commence revocation procedures, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the OCHSAOCSA representative will be the OCHSAOCSA Executive Director ~~or Executive Director designee~~. If the dispute is not resolved at this meeting, or in strict accordance to the terms of any written agreement entered into by the parties within ten (10) calendar days of the conclusion of the meeting, the parties will proceed to step 3.

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~~(3) The District shall send written notification to OCHSA setting forth the violation or issue and demanding that it be cured. OCHSA shall have a reasonable amount of time, not to exceed thirty (30) calendar days, or such longer period as is agreed to in writing between both parties, after the date such written notice is sent to cure the violation or issue. All periods of time from the Notice Date through the completion of this formal time given for cure (as well as any time during which any informal attempts at resolution are required of the parties), shall constitute the reasonable cure period required by Education Code Section 47607 prior to revocation of a charter. If the violation or issue is not cured within this time period, the parties will proceed to Step 4.~~

~~(4)~~(3) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 ~~or~~and applicable law. Should the District revoke the charter, OCSA may appeal such revocation to the County Board of Education and State Board of Education as provided by Education Code section 47607 and applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

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**Element Fifteen (O) – Public School Employer:**

~~OCHSA~~

OCSA will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School. ~~OCHSA~~OCSA shall be deemed the exclusive "public school employer" of the employees of ~~OCHSA~~OCSA for the purposes of the Educational Employment Relations Act (Government Code Section 3540 et seq.).

~~OCHSA~~OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. ~~OCHSA~~OCSA will not discriminate on the basis of ~~ethnicity, national origin, gender,~~ disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, ~~or~~ parent income/education level-~~OCHSA,~~ or any other basis prohibited by law. OCSA will not charge tuition.

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**Element Sixteen (P) – School Closure Procedures**

The following procedures shall apply in the event the School closes. California Education Code § 47605(b) (5) (p). The following procedures apply regardless of the reason for closure:

In addition to the following procedures, OCSA shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

The following procedures shall constitute the “Closure Protocol” and shall apply in the event the ~~OCHSA~~OCSA ceases to be a charter school or otherwise closes for any reason:

Any decision to close ~~OCHSA~~OCSA as a charter school operating pursuant to this Charter shall be documented by official action of the ~~OCHSA~~OCSA Charter governing board (“Closure Action”). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the ~~OCHSA~~OCSA governing board votes to close ~~OCHSA~~OCSA, or the Charter lapses. In the event of a Closure Action, ~~OCHSA~~OCSA shall implement the following steps:

- A. OCSA shall identify an entity and person(s) responsible for closure-related activities.
- A.B. The ~~OCHSA~~OCSA governing board shall provide written notification to the District of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.
- B.C. ~~OCHSA~~OCSA shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- C.D. ~~OCHSA~~OCSA shall provide written notification of the Closure Action and the effective date of closure of ~~OCHSA~~OCSA shall be made by ~~OCHSA~~OCSA to the California Department of Education and the Orange County Office of Education by registered mail within 72 hours of the Closure Action.
- D.E. On closure, ~~OCHSA~~OCSA shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- E.F. The ~~OCHSA~~OCSA governing board shall ensure notification to the parents and students of ~~OCHSA~~OCSA of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

F.G. OCHSAOCSA will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at OCHSAOCSA if OCHSAOCSA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 USC Section 1232g. OCHSAOCSA will ask the District to store original records of Charter School students. If the District cannot do so, OCHSAOCSA will distribute student records to the district of residence of each student with a copy to the family. Copies of employment records will be sent to former employees.

G.H. As soon as is reasonably practical, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, OCHSAOCSA shall prepare final financial records. OCHSAOCSA shall also have an independent audit completed by an independent auditor, approved in advance by the District Board, and included on the State Controller’s approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the District promptly upon completion. ~~In the case that OCHSA~~The auditor and audit shall comply with all of the requirements for OCSA’s annual audit as set forth in Element 9 of this Charter. In the case that OCSA either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of OCHSAOCSA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by OCHSAOCSA shall be the responsibility of OCHSAOCSA and not the District. OCHSAOCSA understands and acknowledges that OCHSAOCSA will cover the outstanding debts or liabilities of OCHSAOCSA. Any unused monies at the time of the audit will be returned to the appropriate funding source. OCHSAOCSA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

H.I. For six calendar months from the latter of the Closure Action or the effective date of the closure, or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the OCHSAOCSA governing board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the school and student transfers.

H.J. The OCHSAOCSA governing board shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code and file all necessary filings with the appropriate state and federal agencies.

J.K. In addition to the final audit, ~~OCHSA~~OCSA shall also submit any required year-end financial reports to the California Department of Education, the Orange County Department of Education, and the District, in the form and timeframe required.

K.L. If ~~OCHSA~~OCSA is operated by or as a nonprofit corporation, and the corporation does not have any other functions than operation of the Charter School, the corporation will be dissolved according to its bylaws.

The corporation's ~~bylaws~~Bylaws will address how assets are to be distributed at the closure of the corporation.

A copy of the corporation's bylaws containing the information on how assets are to be distributed at the closure of the corporation is to be provided to the District prior to approval of this Charter.

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~~This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCHSA's right to operate as a charter school pursuant to this Charter or cause OCHSA to cease operation. OCHSA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCHSA breach any obligation under this Closure Protocol.~~

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of OCSA will be liquidated and all creditors will be paid first.

~~The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.~~

~~All remaining assets will be liquidated and all creditors will be paid first.~~ Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and

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obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes

This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operation. OCSA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCSA breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## Other Charter Elements

### Staff Employment

~~OCHSAOCSA~~ will select all School staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at ~~OCHSAOCSA~~. Any prospective employee shall be considered for employment through an open application process, and, if selected, shall enter into a contractual agreement to make their services available to ~~OCHSA~~. ~~OCHSAOCSA~~. ~~OCSA~~ shall have the authority to terminate the position in accordance with the terms of that agreement.

~~OCHSAOCSA~~ employees shall have the option to join, or not to join, any collective bargaining unit they choose. ~~OCHSAOCSA~~ is prohibited from and shall not negotiate any terms or conditions with its employees which violate or are in conflict with the terms of this Charter between the District and ~~OCHSAOCSA~~, and in the event of any such conflict, the terms of this Charter shall prevail, ~~in that order of priority~~.

The School may employ staff on-loan from the District. It may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

### Internal Dispute Resolution

The ~~OCHSAOCSA~~ board of ~~directors~~~~trustees~~ will adopt policies and processes for airing and resolving disputes (other than those between Santa Ana Unified School District and ~~OCHSAOCSA~~ relating to provisions of this charter, which are covered in Element Fourteen (N), above). ~~Santa Ana agrees to refer all complaints regarding OCHSA's operations not related to clear charter violations to the School's principal for resolution in accordance with the School's adopted policies~~. Parents, students, board members, volunteers and staff at ~~OCHSAOCSA~~ will be provided with a copy of the School's policies and dispute resolution process and will agree to work within it.

The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. Should the District receive a complaint regarding OCSA that is referred to OCSA for investigation and/or resolution, OCSA shall provide the District with updates regarding OCSA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that the School's adopted policies and processes fail to resolve the dispute, Santa Ana agrees not to intervene in the dispute without the consent of the School's board unless the matter directly relates to one a possible violation of the reasons specified in Charter or law for which a charter

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~~may be revoked. OCHSA will operate subject to the Meyers-Milias Brown Act operation of the Charter School or the District's oversight obligations.~~

~~OCSA will operate subject to the Educational Employment Relations Act.~~

## **Funding**

### **OCHSA**

OCSA will act as its own fiscal agent and will receive the maximum revenue provided by law. The School will meet all funding conditions and requirements imposed by city, state or federal mandates.

The school intends to receive funding directly from the State of California through the County Office of Education in accordance with applicable law. Any loan program, grant, or other funding which OCHSAOCSA obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for ~~OCHSA's OCSA's~~ failure to pay. Future funding requests for City, ~~redevelopment agency,~~ CDBG, or empowerment zone funds shall be made in cooperation with the District, ~~as detailed in the Memorandum of Understanding. OCHSA and the District will abide by a joint public funding plan and a proactive legislative advocacy plan detailed in the Memorandum of Understanding. OCHSA will secure guarantors for any loans pursued prior to the date the Memorandum of Understanding is finalized.~~

The OCHSAOCSA Foundation may secure funding without the pre-approval of the District. OCHSAOCSA intends to receive funding directly from the State of California through the Orange County Treasurer and Orange County Office of Education in accordance with applicable law.

Santa Ana SAUSD will cooperate with OCHSAOCSA for the School to receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California in budget acts or local measures, expressly excluding general obligation bonds, if OCHSAOCSA is eligible under State/District criteria. OCHSAOCSA will also receive funding from related legislation to the extent that OCHSAOCSA and its students generate such entitlements.

The School may accumulate financial reserves, revenues in excess of expenditures, without limitation. It may invest its reserves according to OCHSAOCSA board policies.

OCHSAOCSA shall pay an annual oversight fee to the District ~~of up to any maximum permitted by law (currently described and limited in Education Code Section 47613).~~ OCSA acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law, ~~and~~ the District shall not be required to submit documentation ~~evidencing the of its~~ actual ~~cost of~~ oversight ~~costs~~.

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The School will purchase and maintain, as ~~necessary~~set forth in this Charter, general liability, automotive liability, errors and omissions, property, workers compensation, and unemployment insurance policies, either as part of ~~Santa Ana's~~the District's insurance program or another insurance program of the ~~school's~~School's selection at limits ~~appropriate for a like educational entity~~set forth in this Charter.

No funds from this ~~charter~~Charter may be transferred or used to start a new charter in another district without the prior approval of the ~~district~~District Board of Education.

~~OCHSA~~OCSA will specifically state the policy regarding the Extra-curricular Parent Funding Model. Full disclosure of the following information will be made to parents and prospective students prior to enrollment:

- a. Corporate donors to ~~OCHSA~~OCSA and/or the ~~OCHSA~~OCSA Foundation that have committed through donations and grants to support the ~~OCHSA~~OCSA conservatory through the new school year
- b. All money raised and/or donated as part of the parent funding contract is to be included in the Conservatory budget
- c. The average amount of the voluntary commitment of donations or fundraising activities
- d. Availability of student sponsorship through the ~~OCHSA~~OCSA Foundation
- e. Participation in and commitment to the Parent Funding Model is strictly voluntary

### External Grants

#### ~~OCHSA~~OCSA

~~OCSA~~ may apply for and participate in externally funded projects, public or private. The District will support and help the School in applying for externally funded projects. Likewise, the School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

### Legal Status and Liability

#### ~~OCHSA~~OCSA

~~OCSA~~ will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School.

### Indemnification

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With the exception of the District's indemnification obligations related to the District's ~~provision~~ provisions of special education services as specifically described in ~~Section VI of~~ this Charter's discussion of Special Education Services/Section 504, above, and with ~~the exception of any liability, claims or damages caused solely~~ the fullest extent permitted by the ~~active negligence or willful misconduct of the District, OCHSA~~ law, OCSA agrees to promptly, fully and completely indemnify, defend, ~~through counsel reasonably acceptable to Santa Ana Unified School District~~ and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and its Board, Board ~~each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns~~ ~~(collectively hereinafter "District and District Personnel")~~ ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, ~~errors, omissions,~~ or liabilities of whatever nature or kind, including, but not limited to, ~~legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel~~ and litigation costs, that ~~may be asserted or claimed by any person, firm, or entity which may~~ in any way arise out of or in connection with performance under ~~relate to any actual or alleged act or omission on the part of OCSA, and/or on the Charter by OCHSA, and/or by its~~ part of the board of directors, officers, board appointed groups, committees, boards, and any other OCSA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns. ~~OCHSA's~~ OCSA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter and/or in any way related to the operation or operations of OCSA or of any other facility, program, or activity. The obligations of OCSA to defend the Santa Ana Unified School District and the ~~District Personnel~~ other Indemnitees identified herein is not contingent upon there being an ~~acknowledgment~~ acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, ~~and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCSA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCSA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.~~

~~OCHSA's obligations~~ OCSA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold ~~harmless the District and District Personnel~~ the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

OCSA's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this ~~Section XXII~~ section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end ~~OCHSA's~~ OCSA's right to

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operate as a charter school pursuant to this Charter or cause ~~OCHSA~~OCSA to cease ~~operation~~operations.

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Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCSA shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCSA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OCSA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

**Insurance**

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~~OCHSA~~OCSA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the ~~District's risk manager and as specified in the Charter.~~ ~~OCHSA shall furnish the District with duplicate originals of each policy of insurance and/or each memorandum of coverage required by this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the District by July 1st of each year, including July 1, 2010. If at any time any policy of insurance or memorandum of coverage required by this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, OCHSA shall cease operations until such policy of insurance and/or memorandum of coverage is restored and if the required insurance and/or self-insurance is not restored within two (2) business days, the Charter shall be subject to revocation pursuant to Education Code Section 47607 and/or shall become void at the District's option.~~

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~~OCHSA's obligations to acquire and maintain insurance as provided in this Section XXII~~Santa Ana Unified School District's risk manager and as specified below. OCSA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end ~~OCHSA's~~OCSA's right to operate as a charter school pursuant to this Charter or cause ~~OCHSA~~OCSA to cease ~~operation~~operations until ~~OCHSA~~OCSA has fully complied with the Closure Protocol set forth in ~~Section XXI of~~ this Charter ~~and any additional closure procedures required by law, regulation, or required by the California Department of Education.~~

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Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCSA, throughout the life of the Charter, OCSA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “ A or A-VII” by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY ~~INSURANCE and/or self insurance and/or coverage,~~ which shall include coverage for: ~~“bodily injury,” “property damage, contractual liability,” “advertising injury”, and “personal injury”, including, but not limited to, coverage for products and completed operations, personal and advertising injury,~~ sexual abuse/molestation, and sexual harassment with combined single limits of not less than ~~\$25,000,000 per occurrence, and \$10,000,000 in the aggregate.~~ Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

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COMMERCIAL AUTO LIABILITY insurance and/or ~~self insurance coverage,~~ which shall include: coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

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~~WORKER'S~~WORKER'S COMPENSATION ~~INSURANCE and/or self insurance and/or coverage,~~ as required by applicable law, with not less than statutory limits.

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PROPERTY AND FIRE ~~INSURANCE and/or self insurance and/or coverage,~~ which shall ~~be provided to protect~~include: (a) ~~Real Property, against coverage for real property on an “all risk of direct loss, commonly known as Special Form” basis with full replacement cost coverage and code upgrade coverage,~~ (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of ~~the Charter School OCSA.~~ If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by ~~the Charter School OCSA~~ in the same manner as (a), (b), and (bc) above.

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EDUCATORS' LEGAL ~~PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS INSURANCE and/or self insurance and/or coverage,~~ in an amount not less than \$1,000,000 per “claim” with an aggregate policy limit of \$20,000,000. ~~This Educators' Legal Professional Liability or Errors and Omissions Insurance and/or self insurance may and/or coverage must be “claims made” and not “claims made and reported.”~~

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All of the insurance and/or ~~self insurance coverage~~ required by ~~this Section VI~~the foregoing provisions of this Charter ~~(i)~~ shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter ~~“the”~~ the “Santa Ana Unified School District and the Santa Ana Unified School District Personnel”) as additional insureds ~~(by separate endorsement); (ii); (b) shall~~

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~~contain no special limitations on the scope of protection afforded to the insure Santa Ana Unified School District and the Santa Ana Unified School District Personnel; (iii) to the same extent as OCSA; (c) shall be primary insurance, notwithstanding any terms to the contrary therein; and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of the Charter School's OCSA's insurance and/or self insurance coverage required by this Section V the foregoing provisions of this Charter and shall not contribute with it, despite any terms therein the primary insurance and/or coverage to the contrary; (iv) be provided by OCSA; (d) shall be "on an "occurrence" basis rather than "claims made" a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or self insurance, with the exception of Educators' Legal Liability and Errors and Omissions insurance and/or self insurance; and coverage, which shall be on a "claims made" basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.~~

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~~Each policy of insurance and/or memorandum of coverage required by this Section V the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, the Charter School and/or NOVA Academy and/or Olive Crest OCSA shall also provide the Santa Ana Unified School District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, rescission, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies of insurance or memorandum of coverage required by this Section V the foregoing provisions of this charter Charter. If at any time any policy of insurance or memorandum of coverage required by this Section V the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or self insurance coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant to Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District's option.~~

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~~The acceptance by the Santa Ana Unified School District of the insurance and/or self insurance coverage required by this Section V the foregoing provisions of this Charter does not serve to shall in no way limit the liability or responsibility of the Organization, OCSA or of any insurer or Joint Powers Authority joint powers authority to the Santa Ana Unified School District.~~

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~~Each policy of insurance and/or memorandum of coverage required by this Section V the foregoing provisions of this Charter shall be endorsed to state that the insurer shall waive all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived.~~

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OCSA

~~The Organization~~ shall ~~furnish~~ provide to the Santa Ana Unified School District with duplicate originals of each policy of insurance and/or each memorandum of coverage ~~as required by this Section VI~~ the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within ~~ten (10)~~ thirty (30) days of the approval of this Charter ~~by the District Board~~ and by July ~~1st~~ 1 and January 7 of each year thereafter, ~~and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents.~~ The duplicate originals and original endorsements ~~as required by this provision~~ shall be signed by a person authorized by the insurer and/or ~~Joint Powers Authority~~ joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or ~~self-insurance coverage~~ or the delivery of duplicate originals and endorsements evidencing the same shall ~~not in no way~~ be construed as a limitation of the obligation(s) of ~~the Organization~~ OCSA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

~~The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by this Section VI of this Charter shall not reduce or limit the obligation(s) of the Organization to defend, indemnify, and hold harmless the District and the District Personnel.~~

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by ~~this Section VI~~ the foregoing provisions of this Charter shall not ~~be reduced by~~ reduce or ~~apply~~ limit the obligation(s) of OCSA to ~~defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.~~

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any ~~deductibles~~ deductible(s) or self-insured ~~retentions~~ retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

~~The Organization~~ OCSA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against ~~the Organization and/or the Charter School~~ OCSA and/or any obligation of ~~them~~ OCSA under ~~this Section VI~~ the foregoing provisions of this Charter.

Additionally, ~~the Charter School~~ OCSA shall, at all times, maintain a funds balance (reserve) of its expenditures as ~~required~~ suggested by Section 15450, Title 5 of the California Code of Regulations. ~~Currently, the reserve required to be maintained is 3% of total operational expenditures.~~

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## **School Facilities**

### **Santa Ana**

~~The District agrees that OCHSA/OCSA shall acquire property for OCHSA/OCSA facilities. Further, pursuant to Government Code §53094, approval of this charter by a vote of two thirds of the Santa Ana governing board members shall render the current city or county zoning ordinance inapplicable to the proposed use of that property by OCHSA operating as a public school within the boundaries of Santa Ana. This rendering shall cease at such time as OCHSA vacates the property for any reason.~~ As a public charter school, incorporated as a public benefit corporation in the State of California, OCHSA/OCSA shall assume any and all liability attendant to the use of the aforementioned property and shall hold the Santa Ana District harmless.

~~To the extent reasonably not conflicting with other uses, the District and OCHSA shall each provide to the other full access to their respective facilities—whether owned, leased, licensed, or otherwise—at no additional charge to the other, except for additional classified and support staff costs associated with their use. Such use and charges shall comply fully with all requirements of the District's department of Events Scheduling Under Civic Center Act, and shall be treated as an "In-District Activity." For events on District property, OSCHA shall at its expense provide insurance coverage required under the Civic Center Act. For events on OSCHA property, the District shall provide at its expense insurance coverage required under the Civic Center Act.~~

## **Business and Operations Management**

OCSA shall at all times maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to OCSA including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. OCSA shall also maintain its own separate and distinct bank account(s), and OCSA's funds shall not be commingled in a joint bank account with the funds of any other school(s) and shall be kept physically separate from the funds of any other school(s).

At all times OCSA shall submit financial reports for OCSA as a distinct LEA and have audits performed on the financial statements of OCSA. In areas where overlap in purchasing or resource allocation might occur between Orange County School of the Arts and any other school(s) or entities that might be operated by or associated with the OCSA corporation, OCSA shall develop and provide to the District Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities. In no event shall OCSA develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or any MOU or other agreement between OCSA and the District.

Should the OCSA corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the Orange County School of the Arts, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, OCSA shall provide to the District a calculation of all costs projected to be shared between OCSA and any other OCSA operated school(s)entity(ies), including the factual and

fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, OCSA shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in OCSA's financial records and reviewed as part of OCSA's annual fiscal audit.

### **Information Exchange**

#### **OCHSA**

OCSA agrees to permit the District to inspect and receive copies of all records relating to the operation of ~~OCHSA~~OCSA, including financial, personnel, and pupil records. ~~OCHSA~~OCSA shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"), ~~however, the District's right to inspect and receive OCSA records is not based on the CPRA, but is based on the District's oversight role over OCSA.~~ In a similar fashion, the District agrees to permit ~~OCHSA~~OCSA to inspect and receive copies of all ~~District records, including financial, personnel, and pupil~~public records ~~to the extent such requests are reasonable, lawful and related to the operation of OCHSA.~~ The District shall promptly comply with all such written requests.

the District. ~~Inspections~~

#### **Inspections**~~Santa Ana~~

The District may inspect or observe any part of ~~OCHSA~~OCSA at any time, but shall endeavor to provide reasonable notice to the ~~chief executive officer of OCHSA~~OCSA staff prior to any observation or inspection, except those related to students with exceptional needs, ~~unless inspection without prior notice is determined by the District Superintendent or designee to be necessary or appropriate in order to maintain the health, safety or welfare of students, employees, members of the public, or otherwise to comply with the District's oversight obligations.~~

Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by ~~Santa Ana~~the District without the mutual consent of the governing board of ~~OCHSA~~OCSA, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

#### **Term**

~~The term of this~~

OCSA may submit a request for renewal of its Charter ~~renewal shall be for a period of five years from July~~between October 1, ~~2010, through~~ 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding OCSA's performance during the current term, specifically including ~~June 30, 2015.~~ ~~OCHSA shall submit any request for renewal of this~~ increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. OCSA understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by OCSA) and the documents specified

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below, has been submitted to the District Office, receipt of the Charter ~~no less than 120 days prior to the expiration of the renewal term.~~ renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. OCSA further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and OCSA may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request ~~for renewal~~ shall include ~~a school evaluation based upon~~ all of the ~~measurable goals and terms outlined~~ following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, ~~shall include all of the provisions and elements required by law, and the~~ with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter ~~Petition shall be updated to reflect~~ the current ~~circumstances~~ Charter included in each notebook;
3. An electronic (Word) version of both the clean and ~~practices at OCHSA.~~ redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal. ~~The District will respond within 60 days of receiving OCHSA's Charter renewal with proposed language changes and/or other comments or questions regarding the Charter renewal request.~~

### Debts and Obligations

OCSA shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

OCSA shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be OCSA's sole responsibility.

OCSA shall require that the following language is included in any and all contracts it enters into:

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The Orange County School of the Arts shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be the Orange County School of the Arts' sole responsibility.

**Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

## **Appendix 1**

### **§ 15497. Local Control and Accountability Plan and Annual Update Template.**

#### **Introduction:**

**LEA: Orange County School of the Arts    Contact (Name, Title, Email, Phone Number): Benjamin Wolf, Principal. Benjamin.wolf@ocsarts.net    714-560-0900**

**LCAP Year: 2014-2015**

#### **Local Control and Accountability Plan and Annual Update Template**

*The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

### **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.*

#### **A. Conditions of Learning:**

**Basic:** *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

**Implementation of State Standards:** *implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)*

**Course access:** *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

**Expelled pupils (for county offices of education only):** *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

**Foster youth (for county offices of education only):** *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

#### **B. Pupil Outcomes:**

**Pupil achievement:** *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

**Other pupil outcomes:** *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

### C. Engagement:

**Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

### Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

**Instructions:** Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

### Guiding Questions:

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?

- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

<u>Involvement Process</u>	<u>Impact on LCAP</u>
<p><u>Throughout the 2013-2014 school year, the Orange County School of the Arts engaged in learning about the Local Control Funding Formula (LCFF) and familiarizing staff with requirements for developing a Local Control Accountability Plan (LCAP).</u></p> <p><u>As a school, two way communication about the LCAP was accomplished in the following manner:</u></p> <ul style="list-style-type: none"> <li>• <u>A Power Point presentation that included information about this process as well as the State's 8 priorities was presented to stakeholder groups including teachers, parents and the School Board.</u></li> <li>• <u>Stakeholder groups were consulted throughout the year on suggested spending priorities.</u></li> <li>• <u>The school's Curriculum Team and Department Facilitators worked with the school administration throughout the year on the plan.</u></li> </ul>	<p><u>In response to the described process, the school crafted the following three (3) goals to be used in the design of the LCAP:</u></p> <ul style="list-style-type: none"> <li>• <u>Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.</u></li> <li>• <u>Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</u></li> <li>• <u>Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</u></li> </ul> <p><u>Discussion of these 3 goals further led to the indicators, spending priorities and programmatic details described in Sections 2 and 3 of the LCAP.</u></p>

## **Section 2: Goals and Progress Indicators**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

**Instructions:** Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

### **Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to “Engagement” (e.g., pupil and parent)?
- 4) What are the LEA’s goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?

- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?



<u>Identified Need and Metric</u>	<u>Goals</u>			<u>Annual Update: Analysis of Progress</u>	<u>What will be different/improved for students? (based on identified metric)</u>			<u>Related State and Local Priorities</u> <u>(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.)</u>
	<u>Description of Goal</u>	<u>Applicable Pupil Subgroups</u>	<u>School(s) Affected</u>		<u>LCAP YEAR Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>	
<u>OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</u>								
<u>Metric:</u> <u>Increase % of students scoring proficient or advanced on SBAC. Baseline to be established in 14-15.</u>	<u>OCSA Goal #1:</u> <u>Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.</u>	<u>All</u>	<u>OCSA</u>	<u>Yearly</u>	<u>Establish baseline data for ELA and Math SBAC assessment</u>	<u>Increase SBAC scores in ELA by ??% or maintain SBAC proficiency at the top 10% of CA High Schools.</u>  <u>Increase SBAC scores in Math by ??% or maintain SBAC proficiency at the top 10% of CA High Schools</u>	<u>Increase SBAC scores in ELA by ??% or maintain SBAC proficiency at the top 10% of CA High Schools.</u>  <u>Increase SBAC scores in Math by ??% or maintain SBAC proficiency at the top 10% of CA High Schools</u>	<u>Priority 4 Pupil Achievement</u>

<u>Identified Need and Metric</u>	<u>Goals</u>			<u>Annual Update: Analysis of Progress</u>	<u>What will be different/improved for students? (based on identified metric)</u>			<u>Related State and Local Priorities</u> (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.)
	<u>Description of Goal</u>	<u>Applicable Pupil Subgroups</u>	<u>School(s) Affected</u>		<u>LCAP YEAR Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>	
<u>Metric:</u> Increase % of students scoring proficient or advanced on common assessments for PLC's	<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	<u>All</u>	<u>OCSA</u>	<u>Each Semester</u>	<u>Establish baseline database and continue to create common assessments in core academic subjects</u>	<u>Increase % of students scoring proficient or advanced by 5% or maintain level above 75%</u>	<u>Increase % of students scoring proficient or advanced by 5% or maintain level above 75%</u>	<u>Priority 4 Pupil Achievement</u>
<u>Metric:</u> Maintain CAHSEE pass rates at or above 95%	<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	<u>All</u>	<u>OCSA</u>	<u>Yearly</u>	<u>Maintain current high level of passing percentage.</u>	<u>Maintain current high level of passing percentage</u>	<u>Maintain current high level of passing percentage</u>	<u>Priority 4 Pupil Achievement</u>  <u>Priority 8 Other Pupil Outcomes</u>

<u>Identified Need and Metric</u>	<u>Goals</u>			<u>Annual Update: Analysis of Progress</u>	<u>What will be different/improved for students? (based on identified metric)</u>			<u>Related State and Local Priorities</u> (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.)
	<u>Description of Goal</u>	<u>Applicable Pupil Subgroups</u>	<u>School(s) Affected</u>		<u>LCAP YEAR Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>	
<u>Metric:</u> Maintain Advanced Placement (AP) enrollment at or above 50% and increase AP pass rates	<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	<u>Priority 4</u> <u>Pupil Achievement</u>  <u>Priority 7</u> <u>Course Access</u>
<u>Metric:</u> Implement the CCSS for all students	<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Provide training and materials for ELA and Math teachers.	Provide training and materials for ELA and Math teachers	Provide training and materials for ELA and Math teachers	<u>Priority 2</u> <u>Implementation of State Standards</u>

<b><u>Identified Need and Metric</u></b>	<b><u>Goals</u></b>			<b><u>Annual Update: Analysis of Progress</u></b>	<b><u>What will be different/improved for students? (based on identified metric)</u></b>			<b><u>Related State and Local Priorities</u></b> <i>(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.)</i>
	<b><u>Description of Goal</u></b>	<b><u>Applicable Pupil Subgroups</u></b>	<b><u>School(s) Affected</u></b>		<b><u>LCAP YEAR Year 1: 2014-15</u></b>	<b><u>Year 2: 2015-16</u></b>	<b><u>Year 3: 2016-17</u></b>	
<b><u>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</u></b>								
<b><u>Metric:</u></b> <b><u>Students have increased access to technology</u></b>	<b><u>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</u></b>	<b><u>All</u></b>	<b><u>OCSA</u></b>	<b><u>Yearly</u></b>	<b><u>Increase # of computers/ tablets until classes can access them at any time.</u></b>	<b><u>Increase # of computers/ tablets until classes can access them at any time.</u></b>	<b><u>Increase # of computers/ tablets until classes can access them at any time.</u></b>	<b><u>Priority 1 Basic</u></b> <b><u>Priority 4 Pupil Achievement</u></b>
<b><u>Metric:</u></b> <b><u>Students continue to have access to text books and relevant learning materials</u></b>	<b><u>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</u></b>	<b><u>All</u></b>	<b><u>OCSA</u></b>	<b><u>Yearly</u></b>	<b><u>All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.</u></b>	<b><u>All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.</u></b>	<b><u>All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.</u></b>	

<u>Identified Need and Metric</u>	<u>Goals</u>			<u>Annual Update: Analysis of Progress</u>	<u>What will be different/improved for students? (based on identified metric)</u>			<u>Related State and Local Priorities</u> (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.)
	<u>Description of Goal</u>	<u>Applicable Pupil Subgroups</u>	<u>School(s) Affected</u>		<u>LCAP YEAR Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>	
<b>OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth</b>								
<u>Metric: Maintain high graduation rates.</u>	<u>OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</u>	<u>All</u>	<u>OCSA</u>	<u>Yearly</u>	<u>Continue to maintain near perfect graduation rate.</u>	<u>Continue to maintain near perfect graduation rate.</u>	<u>Continue to maintain near perfect graduation rate.</u>	<u>Priority 5 Pupil Engagement.</u>
<u>Metric: Decrease % of students chronically absent.</u>	<u>OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</u>	<u>All</u>	<u>OCSA</u>	<u>6 Week grading periods</u>	<u>Reduce # of students who are chronically absent + total number of absences.</u>	<u>Reduce # of students who are chronically absent + total number of absences.</u>	<u>Reduce # of students who are chronically absent + total number of absences.</u>	<u>Priority 5 Pupil Engagement.</u>

<u>Identified Need and Metric</u>	<u>Goals</u>			<u>Annual Update: Analysis of Progress</u>	<u>What will be different/improved for students? (based on identified metric)</u>			<u>Related State and Local Priorities (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.)</u>
	<u>Description of Goal</u>	<u>Applicable Pupil Subgroups</u>	<u>School(s) Affected</u>		<u>LCAP YEAR Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>	
<u>Metric:</u> Increase time spent supporting students' academic as well as social-emotional needs	<u>OCSA Goal #3:</u> Cultivate a positive school culture and system of supports for student personal and academic growth.	<u>All</u>	<u>OCSA</u>	<u>Semester</u>	<u>Student/counselor ration will decrease by 20%. Middle school students will have separate support.</u>	<u>Maintain counselor time spent predominantly on students.</u>	<u>Maintain counselor time spent predominantly on students</u>	<u>Priority 5</u> <u>Pupil Engagement</u>  <u>Priority 6</u> <u>School Climate</u>  <u>Priority 3</u> <u>Parent Involvement</u>  <u>Priority 4</u> <u>Pupil Achievement</u>

### **Section 3: Actions, Services, and Expenditures**

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.

**Instructions:** Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA’s budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

#### **Guiding Questions:**

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?

7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?



A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

<u>Goal</u> <u>(Include and identify all goals from Section 2)</u>	<u>Related State and Local Priorities</u> <u>(from Section 2)</u>	<u>Actions and Services</u>	<u>Level of Service</u> <u>(Indicate if school-wide or LEA-wide)</u>	<u>Annual Update: Review of actions/ services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
<u>OCSA Goal #1:</u> <u>Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</u>  <u>OCSA Goal #2:</u> <u>Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</u>	<u>Priority 1 Basic</u>  <u>Priority 4 Pupil Achievement</u>  <u>Priority 2 Implementation Of State Standards</u>	<u>1.Support teachers in deepening their understanding of the Common Core State Standards.</u>	OCSA		<u>Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$20,000</u> <u>Funding Source CC</u>	<u>Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$8,000</u> <u>Funding Source CC</u>	<u>Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$8,000</u> <u>Funding Source CC</u>

<b>Goal</b> (Include and identify all goals from Section 2)	<b>Related State and Local Priorities</b> (from Section 2)	<b>Actions and Services</b>	<b>Level of Service</b> (Indicate if school-wide or LEA-wide)	<b>Annual Update: Review of actions/ services</b>	<b>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</b>		
					<b>LCAP YEAR</b> <b>Year 1: 2014-15</b>	<b>Year 2: 2015-16</b>	<b>Year 3: 2016-17</b>
		<u>1.Support teachers in deepening their understanding of the Common Core State Standards</u>			<u>New Math Text Book Adoption of CPM. Anticipated Cost: \$100,000 Funding Source: CC</u>	<u>Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GE</u>	<u>Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GE</u>
		<u>1.Support teachers in deepening their understanding of the Common Core State Standards</u>			<u>New Non-Fiction Anthology Text for ELA. Anticipated Cost: \$34,000 Funding Source: CC</u>	<u>Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GE</u>	<u>Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GE</u>

<u>Goal</u> (Include and identify all goals from Section 2)	<u>Related State and Local Priorities</u> (from Section 2)	<u>Actions and Services</u>	<u>Level of Service</u> (Indicate if school-wide or LEA-wide)	<u>Annual Update: Review of actions/services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school  <u>OCSA Goal #2:</u> Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	<u>Priority 4</u> <u>Pupil Achievement</u>  <u>Priority 2</u> <u>Implementation Of State Standards</u>	<u>2. Provide ongoing professional development for supporting Advanced Placement instruction</u>			<u>AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.</u>  <u>Anticipated cost: \$3,000</u>  <u>Funding Source:GF</u>	<u>AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.</u>  <u>Anticipated cost: \$3,000</u>  <u>Funding Source:GF</u>	<u>AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.</u>  <u>Anticipated cost: \$3,000</u>  <u>Funding Source:GF</u>

<u>Goal</u> (Include and identify all goals from Section 2)	<u>Related State and Local Priorities</u> (from Section 2)	<u>Actions and Services</u>	<u>Level of Service</u> (Indicate if school-wide or LEA-wide)	<u>Annual Update: Review of actions/services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
<u>OCSA Goal #1:</u> Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school  <u>OCSA Goal #2:</u> Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	<u>Priority 4</u> <u>Pupil Achievement</u>  <u>Priority 2</u> <u>Implementation Of State Standards</u>	<u>3. Provide additional computer labs for student and classroom use as well as for SBAC testing.</u>			<u>New MAC lab for Digital Media Conservatory and Academics.</u>  <u>Anticipated Cost: \$15,000</u>  <u>Funding Source: GF</u>	<u>Possible additional lab to be split between DM and Academics.</u>  <u>Anticipated Cost: \$15,000</u>  <u>Funding Source: GF</u>	<u>Support and maintain computer labs.</u>  <u>Anticipated Cost: \$3,000</u>  <u>Funding Source: GF</u>

<u>Goal</u> (Include and identify all goals from Section 2)	<u>Related State and Local Priorities</u> (from Section 2)	<u>Actions and Services</u>	<u>Level of Service</u> (Indicate if school-wide or LEA-wide)	<u>Annual Update: Review of actions/services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
<u>OCSA Goal #1:</u> <u>Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</u>  <u>OCSA Goal #2:</u> <u>Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</u>	<u>Priority 4</u> <u>Pupil Achievement</u>  <u>Priority 2</u> <u>Implementation Of State Standards</u>	<u>4. Provide 1:1, 1:3, 1:4 personal technology in the form of classroom sets of Chromebooks, and ipads, plus Mobile Chromebook carts for checkout.</u>			<u>2 Mobile Chromebook carts, 3 classroom sets of Chromebooks and 2 classroom sets of ipads.</u>  <u>Anticipated Cost: \$50,000</u>  <u>Funding source: CC</u>	<u>Additional classroom technology for second round of teachers.</u>  <u>Anticipated Cost: \$25,000</u>  <u>Funding Source: CC</u>	<u>Additional classroom technology for second round of teachers.</u>  <u>Anticipated Cost: \$10,000</u>  <u>Funding Source: Program Excellence</u>

<u>Goal</u> (Include and identify all goals from Section 2)	<u>Related State and Local Priorities</u> (from Section 2)	<u>Actions and Services</u>	<u>Level of Service</u> (Indicate if school-wide or LEA-wide)	<u>Annual Update: Review of actions/ services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
OCSA Goal #3: <u>Cultivate a positive school culture and system of supports for student personal and academic growth.</u>	<u>Priority 4 Pupil Achievement</u>  <u>Priority 5 Pupil Engagement</u>  <u>Priority 6 School Climate</u>  <u>Priority 7 Course Access</u>	<u>5. Hire a part-time staff member to support Admin and Student Services in order to reduce attendance issues administer testing and increase Counselor time with students.</u>			<u>Additional 6/5<sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing</u>  <u>Anticipated cost: \$11-22,000</u>  <u>Funding source: GF</u>	<u>Additional 6/5<sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing</u>  <u>Anticipated cost: \$11-22,000</u>  <u>Funding source: GF</u>	<u>Additional 6/5<sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing</u>  <u>Anticipated cost: \$11-22,000</u>  <u>Funding source: GF</u>

<u>Goal</u> (Include and identify all goals from Section 2)	<u>Related State and Local Priorities</u> (from Section 2)	<u>Actions and Services</u>	<u>Level of Service</u> (Indicate if school-wide or LEA-wide)	<u>Annual Update: Review of actions/ services</u>	<u>What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?</u>		
					<u>LCAP YEAR</u> <u>Year 1: 2014-15</u>	<u>Year 2: 2015-16</u>	<u>Year 3: 2016-17</u>
<u>OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</u>	<u>Priority 4 Pupil Achievement</u>  <u>Priority 5 Pupil Engagement</u>  <u>Priority 6 School Climate</u>  <u>Priority 7 Course Access</u>	<u>6. Hire an additional Counselor to increase student/counselor time, provide middle school support and lower overall student ratio.</u>			<u>Hire additional Counselor for 7<sup>th</sup> grade, 8<sup>th</sup> grade and new 9<sup>th</sup> grade students.</u>  <u>Anticipated cost: \$100,000</u>  <u>Funding Source: GF</u>	<u>Hire additional Counselor for 7<sup>th</sup> grade, 8<sup>th</sup> grade and new 9<sup>th</sup> grade students.</u>  <u>Anticipated cost: \$100,000</u>  <u>Funding Source: GF</u>	<u>Hire additional Counselor for 7<sup>th</sup> grade, 8<sup>th</sup> grade and new 9<sup>th</sup> grade students.</u>  <u>Anticipated cost: \$100,000</u>  <u>Funding Source: GF</u>

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA's budget.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
	<p>Priority 1 Basic</p> <p>Priority 4 Pupil Achievement</p> <p>Priority 7 Course Access</p>	<p>For low income pupils:</p> <p>For English learners:</p> <p>For foster youth:</p> <p>For Re-designated Fluent English Proficient</p>	<p>OCSA does not currently serve any foster youth or English Learners. Our RFEP and low income students achieve at the same levels as our student population. They have 100% CAHSEE pass rate and graduation rate. These subgroups are held to the same standards as all students and have equal access to the most rigorous course of study.</p>		<p>An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.</p> <p>Anticipated cost: \$11,000 personnel</p> <p>Funding Source GF</p>	<p>An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.</p> <p>Anticipated cost: \$11,000 personnel</p> <p>Funding Source GF</p>	<p>An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.</p> <p>Anticipated cost: \$11,000 personnel</p> <p>Funding Source GF</p>



C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

The Orange County school of the Arts has a full inclusion program for ALL students and therefore, all increase in LCAP funds are used to support instruction in all core academic classrooms. We have a Director of Student Services who is responsible for monitoring the academic of all student sub-groups to insure that they are performing at the same level as students identified in the State's priority areas.

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

The full inclusion model has all of the school's low income pupils, foster youth, and English learners participating in our regular education programs with additional support as needed from school staff.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 63

EXHIBIT "A"

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**Coordinator of Special Education**  
**Orange County High School of the Arts**  
**Job Description**

**Basic Function:**

Provide leadership for special education support services at Orange County High School of the Arts ("OCHSAOCSA"); assign and evaluate support staff and administer the implementation of services according to current state and federal laws, and District policies and procedures; provide coordination, program development, and evaluation, serve as the liaison with the Santa Ana Unified School District's ("District") special education department regarding all matters relating to special education services for OCHSAOCSA students. The Coordinator of Special Education for OCHSAOCSA will serve under the direction of the Assistant Superintendent of Pupil Personnel Services for the District, or his/her designee.

**Representative Duties:**

Supervise assigned employees; provide technical direction and guidance; provide required supervision to support staff personnel for licensure and certification of clinical competency. Conduct observations, conferences and evaluations of support staff; monitor implementation of pupils' Individualized Education Programs through classroom observations, consultation with staff, and review of documentation. Identify training needs for support staff and provide for and conduct training. Direct and monitor record keeping performed by staff for required data and ongoing evaluation of program effectiveness. Organize and coordinate the preparation of District and site Coordinated Compliance Reviews of Special Education performed by the California State Department of Education; monitor legal maintenance of records and prepare required reports. Meet with teachers regarding program planning for individual students (e.g. additional intervention strategies, behavioral concerns, inclusion of students in the least restrictive environment, etc.). Serve as liaison with the District's special education department regarding expulsions and suspensions of special education pupils. Coordinate the child find effort for evaluations of students not currently identified as students with disabilities attending OCHSAOCSA. Respond to questions and concerns regarding support services from parents, community, site administrators, and District administrators. Perform related duties as assigned and/or necessary and appropriate in order to assure OCHSA's OCSA's compliance with state and federal law and District special education policies and procedures.

**Knowledge and Abilities:**

**Knowledge of:**

- Applicable sections of State Education Codes, including eligibility criteria for special education

- State and federal laws regarding identification and placement process, including alternative assessments and alternative service delivery models
- School District organization, operations, objectives and procedures for identification and placement of students in special education
- Statistical methods and principles
- Rights and due process of special education students
- Principles and practices of administration, supervision, and training
- Record-keeping techniques
- City and community cultures
- Student needs of differing socioeconomic and ethnic backgrounds
- Technology
- State standards and assessments
- Social, cultural, and linguistic diversity of District, city and community

Ability To:

- Organize and coordinate
- Work cooperatively with others
- Communicate effectively both orally and in writing
- Plan and supervise work
- Train and supervise personnel
- Provide adequate clinical supervision of, and certify staff according to professional regulations and procedures
- Maintain records and prepare reports
- Work confidentially and with discretion
- Perform statistical calculations
- Maintain appropriate staff relationships

- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments
- Effectively interpret and analyze data and/or assessments
- Perform the essential functions of the job, either with or without reasonable accommodations

**Education and Experience:**

A Master's degree in counseling, psychology, or communicative disorders and at least five years experience in special education as support staff.

**Licenses and Other Requirements:**

Required to have all of the following:

- California Administrative credential
- Pupil Personnel Services credential (authorizing service as a school psychologist) or Communicative Disorders credential
- Valid California driver's license
- Biliterate (English/Spanish) desirable

**Working Conditions:**

Environment:

Indoor environment

Driving a vehicle to conduct work

Physical Abilities:

Hearing and speaking accurately to exchange information and make presentations

Seeing to read a variety of materials and to drive a vehicle

Sitting or standing for extended periods of time

Bending at the waist, kneeling or crouching to file materials

Lifting or moving objects, normally not exceeding 20 pounds

Reasonable accommodation will be made to enable a person with a disability to perform the essential functions of the job.

|

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# **ORANGE COUNTY SCHOOL OF THE ARTS**

## **CHARTER RENEWAL** *2015-2020*

Presented to

The Board of Education  
Santa Ana Unified School District



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# **ORANGE COUNTY SCHOOL OF THE ARTS CHARTER**

## **Approval**

This Charter was initially approved by the Board of Trustees of the Santa Ana Unified School District (“District” or “SAUSD”) at a special meeting of the Board on January 28, 2000. Since that time, the Charter has been approved for renewal several times, and the District Board of Trustees has approved this current Charter for a term of July 1, 2015, though and including June 30, 2020. The Charter School when initially approved was named Orange County High School of the Arts (“OCHSA”), but has since changed its name to Orange County School of the Arts (“OCSA”).

## **Location of Charter School**

The primary OCSA school facility shall be located at 1010 North Main Street, Santa Ana, California (the "OCSA Property"). OCSA shall not expand beyond or move from the OCSA Property, nor shall it open a "satellite", "sister", or similarly affiliated school, away from the OCSA Property, except as provided below, without the express approval of the District Board as a material revision to this Charter. Upon approving the renewal of this Charter, the District Board simultaneously approves OCSA's expansion of the OCSA Property to the adjacent properties located at 1104 North Main Street, 1110 North Main Street and 801 N. Main Street.

The OCSA Property is optimally designed to house academic and arts education programs for up to 2,200 students attending grades 7 through 12. As student enrollment grows beyond these levels and as programs are added to further enrich the academic and arts education of the students expanded and/or new facilities ("Satellites") may be added to properly support said successes. Satellites may include, but are not limited to, theaters, performance halls, academic and arts classrooms, practice facilities, technology centers, and sister campuses. Satellite properties may only be added through the process for a material revision to the Charter in accordance with Education Code Sections 47605 47605.1, and 47607.

Student enrollment at Satellites will not exceed OCSA Property campus enrollments, nor will they result in a direct loss of enrollment on the OCSA Property campus, whereby a direct loss is measured as dropping below 90% of the preceding three years' average enrollment on the OCSA Property campus. Further, Satellite campuses will not diminish program content at the OCSA Property. Satellites shall not be located on property which the District intends to acquire.

Satellites will be designed to house natural extensions to the OCSA Property programs and activities. Students at the OCSA Property campus shall have an equal opportunity to enroll at any campus of their choice based on academic and arts performance criterion. Siting of Satellites shall, as much as reasonably possible, shall accommodate transportation needs of District students.

OCSA will select satellite site based on financial and operation feasibility, with a clear preference by OCSA Board of Trustees to place these facilities within walking distance of the



OCSA Property. In the event financial feasibility and/or operational efficiencies require sitting Satellites, OCSA will formally notify the District of OCSA's Intent to Operate a Satellite.. If the District and OCSA administrations do not agree upon an alternative plan to the operation of a satellite, OCSA may submit a request for a material revision to this Charter to open and operate a satellite in accordance with Education Code Sections 47605 47605.1, and 47607.

### **Affirmations**

OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. OCSA shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA shall not charge tuition. Except with regard to preferences for residents of the District and as required by Education Code Section 51747.3, admission to OCSA shall not be determined according to the place of residence of the pupil, or of his/her parent or legal guardian, within California. OCSA shall admit all students who are qualified and wish to attend OCSA, except with regard to capacity limits, in which case attendance shall be determined in accordance with the provisions of Section XIII of this Charter and Education Code Section 47605(d).

If a pupil subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves OCSA without graduating or completing the school year for any reason, OCHS shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

### **Interpretation of Terms**

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the Orange County School of the Arts and/or OCSA and/or Orange County High School of the Arts and or OCHSA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Orange County School of the Arts corporate entity, and for all purposes related to this Charter or the operations of the Orange County School of the Arts, both the school and the corporate entity, to the extent that they are separate entities , shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, anytime that OCSA states that it will follow the requirements of a particular Section of the Education Code or other law, it means that OCSA will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

## **Charter Success**

The Orange County School of the Arts has received top honors and recognition for excellence in both arts and academic education. Recent academic highlights include: One of the top three public high schools in Orange County (Orange County Register, 2014), A California Distinguished School (2005, 2009, 2013), A U.S. Department of Education National Blue Ribbon School (1998, 2006), America's Best High Schools (Newsweek 2009, 2010, 2013, 2014), Best High Schools in America (US News & World Report (2008, 2009, 2010, 2011, 2012, 2013), and the Daily Beast in 2014 ranked OCSA the #52 best Academic High School in America, #14 in the West and #6 in California. Based on the previous Academic Performance Index (API) system, OCSA's score of 914 places it in the top 4 schools in Orange County. Arts distinctions include the Arts Schools Network Exemplary School Award (2011, 2015) and the 2005 National School of Distinction Award from the Kennedy Center Alliance for Arts Education.

Students enrolled in the School's tuition free, donation dependent arts conservatory programs have had the opportunity to study with an inspiring caliber of guest artists and master teachers, including Francis Ford Coppola, Bebe Neuwirth, Steven Mercurio, Matthew Morrison, Yo Yo Ma, and more. The School is renowned for its creative, challenging and nurturing environment, and currently serves more than 1,950 students in grades 7-12 from over 100 cities throughout Southern California.

**Please see next four pages: "Orange County School of the Arts Academic Profile"**

**Principal**

Benjamin Wolf, Ed. D.

**Assistant Principals**

Becca Freeland  
William Wallace, Ed. D.

**Director, Special Services**

Kara McCann

**School Counselors**

Vanessa Musso  
Mindy Shiroma  
Ashley Talbert  
Rebecca Vance-Freeland

**ACCREDITATION**

Western Association of Schools and Colleges

**Recognitions**

- One of top three public high schools in Orange County (*Orange County Register*) 2014
- California Distinguished School 2005, 2009, 2013
- Blue Ribbon School 1998, 2006
- America's Best High Schools (*Newsweek*) 2009, 2010, 2013, 2014
- Best High Schools in America (*US News & World Report*) 2008, 2009, 2010, 2011, 2012, 2013
- Exemplary School – Arts School Network 2010-2011, 2013-2015

**MEMBERSHIPS**

- WASC
- International NETWORK of Schools for the Advancement of Arts Education

**FACULTY**

- Academic faculty - fully credentialed NCLB Compliant
- Majority of the 200 arts and academic teachers hold advanced degrees
- Guest artists and industry leaders share their expertise and creativity with students through lectures, presentations and hands-on-training.

**TUITION**
**OCSA is tuition free, donation dependent.** No student is admitted or denied based on financial capacity.

**SCHOOL PROFILE**
**2014-2015**

The Orange County School of the Arts (OCSA), a public charter school located in the heart of Santa Ana, California, provides a six year comprehensive academic and conservatory arts program to students in grades 7 through 12. Established in 1987, OCSA is one of the premier arts schools in the nation where aspiring young artists have the opportunity to refine their skills and flourish in one of twelve pre-professional arts conservatories.

OCSA serves a culturally diverse student body of nearly 2,000 students from 100 cities throughout Southern California. Based on the belief that creative artistry is fueled by intellectual insight, the Orange County School of the Arts provides a rigorous college preparatory academic program that produces high achieving, motivated scholars. Students attend five hours of rigorous academic classes in addition to three hours of daily arts instruction. Acceptance to the Orange County School of the Arts is based on an audition and a minimum 2.0 GPA.

**CURRICULUM**

- The Academic program is organized on an alternating block schedule. Students take three 90-95 minute block classes daily. Each block class meets every other day.
- The Art Conservatory program consists of two 80-minute blocks, four days a week. Middle school students attend one block each day while high school students attend two blocks. These pre-professional arts courses vary in content, day and block based on the conservatory.

**ENROLLMENT**

1939 students (grades 7 through 12)  
Male: 590  
Female: 1350  
Seniors: 360  
Juniors: 354  
Sophomores: 385  
Freshmen: 422  
8th Grade: 228  
7th Grade: 186

**ETHNICITY**

Hispanic: 23%  
Non-Hispanic: 77%

**DEMOGRAPHICS**

American Indian: 3.9%  
Asian-American: 21.9%  
Pacific Islander: 1.1%  
Filipino: 4.5%  
African American: 2.6%  
White: 66.1%

**HIGH SCHOOL GRADUATION REQUIREMENTS**

Course	Length	Credits
Literature & Composition	8 Semesters	40
Mathematics (Algebra I & Geometry)	4 Semesters	20
Life Science	2 Semesters	10
Physical Science	2 Semesters	10
Health	1 Semester	5
SOAR (Required for freshmen only)	1 Semester	5
World History	2 Semesters	10
US History	2 Semesters	10
Government	1 Semester	5
Economics	1 Semester	5
World Language	4 Semesters	20
Fine Arts	2 Semesters	10
Physical Education	4 Semesters	20
<b>Required Course Credits</b>		<b>170</b>
<b>Electives</b>		<b>70</b>
<b>Total Credits Required to Graduate:</b>		<b>240</b>

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition based conservatories: Acting, Classical Voice, Classical/Contemporary Dance, Classical Instrumental Music, Commercial Dance, Contemporary Music, Creative Writing, Culinary Arts &amp; Hospitality, Digital Media, Film and Television, Integrated Arts, International Dance, Musical Theatre, Production and Design, or Visual Arts.

## TESTING INFORMATION

### SAT Reasoning Test - Mean Scores

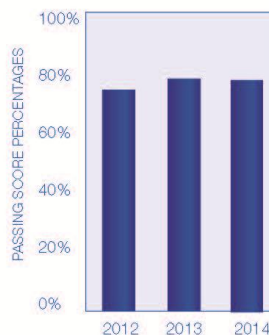
Class of 2014 # of students taking exam	OCSA 157	2014 State SAT Data 236, 923
Critical Reading	576	498
Math	558	510
Writing	568	496

### ACT Test – Mean Scores

Class of 2014 # of students taking exam	OCSA 149	2014 State ACT Data 113, 732
Composite Score	26.0	22.3
English	27.2	21.8
Math	24.9	22.8
Reading	26.7	22.3
Science	24.8	21.7

### Advanced Placement Exams

- May 2014, 590 students took AP exams
- A total of 1,070 exams were taken in 16 AP subjects
- 78% of the AP exams received passing scores
- May 2013, 486 students took AP exams
- A total of 769 exams were taken in 16 AP subjects
- 79% of the AP exams received passing scores
- May 2012, 406 students took AP exams
- A total of 682 exams were taken in 18 AP subjects
- 75% of the AP exams received passing scores



## STUDENT ACHIEVEMENT

National Merit Scholarship Awards	Class of 2011	Class of 2012	Class of 2013	Class of 2014
National Merit Finalist		1	2	
National Merit Semi-Finalists	1	1	2	
National Achievement Scholars	1	1		1
National Merit Commended Scholars	11	11	10	10
National Hispanic Recognition Scholars		5		

Advanced Placement Awards	2011	2012	2013	2014
National Honors	2	4	4	9
Scholar with Distinction	45	45	42	69
Scholar with Honors	28	29	30	40
Scholar	47	35	61	89

2014 API – 914

2014 County Rank – 4

2014 State Rank – Top 8%

### Grade and GPA Scale

OCSA utilizes a four-point scale to calculate students' grade point averages.

**Grade Scale:** A = 4.0 B = 3.0  
C = 2.0 D = 1.0

Advanced Placement/Honors courses (+) are weighted with an additional value of 1 point for each course semester.

**Class Rank:** GPA is computed on the basis of the 9th through 12th grade academic/college preparatory GPA and/or the 10th through 12th grade academic/college preparatory GPA.

**Average Cumulative Academic GPA:**  
3.3

### Advanced Placement Classes

AP Art History  
AP Biology  
AP Calculus AB  
AP Calculus BC  
AP Chemistry  
AP Economics  
AP French  
AP Government  
AP Language and Composition  
AP Literature and Composition  
AP Music Theory  
AP Physics  
AP Spanish  
AP Statistics  
AP U.S. History  
AP World History

### Honors Classes

Literature and Composition I Honors  
Literature and Composition II Honors  
Pre-Calculus (+)  
IMP IV (+)  
Biology Honors  
Chemistry Honors  
Spanish IV Honors (+)  
French IV Honors (+)

### Extra Curricular Opportunities

- Student Body Leadership
- National Honor Society
- California Scholarship Federation
- Camp OCSA Counselor
- Over 40 student-led clubs and organizations

Information provided by the Academic and Student Services offices. Updated 9/4/2014



## COLLEGE PREPARATORY (CP) COURSE OFFERINGS BY SUBJECT AREA

We offer 8 year-long Honors Courses and 16 Advanced Placement courses. Courses indicated with an asterisk \* receive an extra point in the grade point average calculation.

### English

- Literature and Composition I
- Literature and Composition IH
- Literature and Composition II
- Literature and Composition IHH
- Literature and Composition III
- \*AP English Language
- \*AP English Literature and Composition
- 19th Century Unlit
- Film, Literature and Composition
- Modern Plays/Media Analysis
- Mythology and Folklore/Composition
- Popular Culture and Literature
- Science Fiction/Composition
- Shakespeare/Composition

### Science

- Anatomy
- \*AP Biology
- \*AP Chemistry
- \*AP Physics I
- Biology
- Biology Honors
- Chemistry
- Chemistry Honors
- Environmental Science
- Food and Nutrition Science
- Physics
- Zoology

### Mathematics

- Algebra II
- Algebra II/Trigonometry
- \*AP Calculus AB
- \*AP Calculus BC
- \*AP Statistics
- Functions, Statistics, and Trigonometry (FST)
- Geometry
- Integrated Math I
- Integrated Math Program (IMP) II
- Integrated Math Program (IMP) III
- \*Integrated Math Program (IMP) IV
- \*Pre-Calculus
- Statistics

- Trigonometry/Math Analysis

### Social Science

- \*AP Government and Politics United States
- \*AP Macro Economics
- \*AP United States History
- \*AP World History
- Economics
- Government
- U.S. History
- World History

### World Languages

- \*AP French Language and Culture
- \*AP Spanish Language and Culture
- French I
- French II
- French III
- French IV
- \*French IVH
- Spanish for Native Speakers A
- Spanish for Native Speakers B
- Spanish I
- Spanish II
- Spanish III
- Spanish IV
- \*Spanish IVH
- Spanish V-Hispanic Literature and Culture

### Visual and Performing Arts

- 3-D Design
- Acting Technique
- Advanced Painting
- Animation
- \*AP Art History
- \*AP Music Theory
- Art History
- Ballet Dance
- Ballet Technique
- Ballroom Dance
- Brass Ensemble
- Ceramics
- Chamber Orchestra
- Choreography
- Clarinet Ensemble

- Commercial Music Theory
- Conducting
- Dance Conditioning
- Dance History
- Directing
- Drawing
- Elements of Music Theory
- Fashion and Costume Design
- Flute Masterclass
- Folklorico Repertory
- Graphic Design
- Illustration
- Improvisation
- Jazz Combos
- Jazz Dance
- Jazz Orchestra
- Jewelry
- Landscape Painting
- Modern Dance Technique
- Music History
- Music Theory
- Painting
- Percussion Ensemble
- Photography
- Piano
- Piano Masterclass
- Playreading and Analysis
- Saxophone Ensemble
- String Orchestra
- Tap Dance
- Theatre History
- Vocal Ensemble
- Voice
- Watercolor
- Wood Ensemble
- Woodwind Quintet

### Electives

- CW Core Short Story
- Journalism
- Philosophy
- Psychology
- Screenwriting
- Senior Project

Thirty-two credits of conservatory courses are required each year of all 9th through 12th grade students from one of the following audition-based conservatories:

SCHOOL	CONSERVATORY	STUDENTS ENROLLED
School of Applied Arts	Culinary Arts & Hospitality	94
School of Dance	Classical/Contemporary Dance	57
	Commercial Dance	121
	International Dance	85
	Ballet Folklorico Program	62
	Ballroom Program	23
School of Fine & Media Arts	Creative Writing	160
	Digital Media	34
	Film and Television	83
	Integrated Arts	222
	Visual Arts	194
School of Music	Classical Voice	90
	Classical Instrumental Music	167
	Frederick Fennel Wind Studies Program	49
	String & Orchestra Program	82
	Pianist Program	36
	Contemporary Music	164
	Commercial Music Program	59
	Guitar Program	69
Jazz Studies Program	36	
School of Theatre	Acting	119
	Musical Theatre	230
	Production and Design	113

## MATRICULATION

**Ninety-nine percent of the Class of 2014 was accepted into institutions of higher education.** For the graduating class, 77% are attending a four-year college program, 21% are attending a two-year college or conservatory program, and 2% of the seniors are going directly into the workforce or taking a gap year.

**College/University Acceptance and Matriculation Data:** OCSA students apply to and enroll in colleges/universities that reflect each student's individual interests and strengths. The following post-secondary campus acceptance and matriculation (in parenthesis) data was reported by the class of 2014.

Ablene Christian University	1	Evergreen State College	1	School of the Museum of Fine Arts	1
Academy of Art University	2	FIDM, Los Angeles	1 (1)	School of Visual Arts	4
American Academy of Dramatic Arts/West	1	Fashion Institute of Technology	1	Scripps College	1
American Academy of Dramatic Arts	1	Florida State University	1	Seattle University	2
American Musical and Dramatic Academy	4	Fordham University	6 (1)	Seton Hall University	1
American University	5	Franklin and Marshall College	1	Southern Utah University	1
American University of Paris	1 (1)	Franklin College Switzerland	1 (1)	Spelman College	1
Arizona State University	6 (3)	Georgetown University	1 (1)	St. John's University-Manhattan	1
Art Center College of Design	8 (7)	Georgia Institute of Technology	1	St. John's University-Queens	3 (1)
Art Institute of California-Orange County	1	Hampshire College	1	Suffolk University	1
Art Institute of California-San Francisco	2 (1)	Harvard University	2 (2)	SUNY Fredonia	1
Art Institute of California-Inland Empire	1	Haute Ecole De Musique de Lausanne	1 (1)	Susquehanna University	2
Auburn University	2	Haverford College	1	Syracuse University	6 (2)
Azusa Pacifica University	8 (1)	Hawaii Pacific University	2	Texas Christian University	4 (1)
Babson College	1 (1)	Hofstra University	3	Texas Southern University	1
Bard College	1	Hope College	1 (1)	The College of Saint Rose	2
Barnard College	1	Indiana University at Bloomington	10 (2)	The University of The Arts	2
Barry University	1	Iowa State University	2	Tulane University	3
Baylor University	2	John Hopkins University	1 (1)	Union College	1
Belhaven University	2	Johnson and Wales University (Providence)	1	University of Alabama	1
Belmont University	5 (1)	Juniata College	3	University of Arizona	8 (1)
Bennington College	1 (1)	Kansas State University	1		
Berklee College of Music	7 (1)	Kent State University	1	<b>University of California</b>	
Binghamton University	1	King's College	1	Berkeley	18 (9)
Biola University	3 (1)	Laguna College of Art and Design	8 (2)	Davis	15 (1)
Boise State University	1 (1)	Le Moyne College	1	Irvine	51 (10)
Boston Conservatory	8 (3)	Lebanon Valley College	1 (1)	Los Angeles	29 (17)
Boston University	22 (1)	Lewis and Clark College	4	Merced	2
Bournemouth University	1 (1)	London Academy of Music and Art	1	Riverside	16 (3)
Brandeis University	3 (1)	Longy School of Music	1	San Diego	4 (1)
Brooks Institute of Photography	2 (1)	Loyola Marymount University	8 (1)	San Francisco	14 (3)
Brown University	1 (1)	Loyola University Chicago	1	Santa Barbara	30 (5)
Butler University	3 (2)	Loyola University New Orleans	1	Santa Cruz	14 (5)
Cabrini College	1 (1)	Manhattan School of Music	1 (2)		
California College of the Arts (Oakland)	1	Marquette University	2 (2)	University of Chicago	2 (1)
California College of the Arts (San Francisco)	8 (1)	Maryland Institute College of Art	2 (1)	University of Colorado at Colorado Springs	2 (1)
California Institute of the Arts	4 (2)	Marymount California University	2	University of Denver	1
California Lutheran University	3	Marymount Manhattan College	12 (1)	University of Great Falls	1
		Massachusetts Institute of Technology	2 (1)	University of Hartford	4
<b>California State Universities</b>		Menlo College	2 (1)	University of Hawaii at Hilo	1
Cal Poly Pomona	17 (4)	Mills College	4	University of Hawaii at Manoa	2
Cal Poly SLO	7 (1)	Molloy College	1	University of Huddersfield	1
Channel Islands	4	Monmouth University	1	University of Idaho	1
Chico	4	Montana State University, Bozeman	2	University of Illinois at Chicago	4
Dominquez Hills	2	Moorpark College	1 (1)	University of Illinois Urbana/Champaign	4 (1)
East Bay	2	Mount St. Mary's College (Chalon)	2 (1)	University of Kansas	2
Fullerton	83 (22)	Muhlenberg College	1	University of Kent	1 (1)
Humboldt	10 (2)	Musicians Institute	1 (1)	University of La Verne	4
Long Beach	61 (7)	New England Conservatory of Music	2	University of Massachusetts, Amherst	2
Los Angeles	6	New School for Jazz and Contemp. Music	1	University of Massachusetts, Boston	1
Monterey Bay	9	New York Conservatory for Dramatic Arts	1	University of Miami	1
Northridge	10	New York Film Academy	1 (1)	University of Michigan	5
Sacramento	4	New York University	22 (8)	University of Minnesota, Twin Cities	1
San Bernardino	1	Northeastern University	10 (2)	University of Montana, Missoula	1
San Diego	21 (4)	Northern Arizona University	9 (3)	University of Nevada, Las Vegas	1
San Marcos	7 (1)	Northwestern University	1	University of New Mexico	2
San Francisco	41 (7)	Oberlin College	2	University of North Texas	1 (1)
San Jose	7	Oberlin Conservatory of Music	1	University of Northern Colorado	2
Sonoma	9 (1)	Oklahoma City University	1	University of Oklahoma	2
		Oregon State University	1	University of Oregon	6 (2)
CAP21 Performing Arts Conservatory	4	Otis College of Art and Design	2	University of the Pacific	8 (1)
Carleton University	1	Pace University, NYC	24 (1)	University of Portland	1
Carnegie Mellon University	5 (3)	Parsons The New School for Design	2 (2)	University of Puget Sound	5
Chapman University	44 (16)	Pennsylvania State University, Harrisburg	1	University of Redlands	1
Circle and Square Theater School	1 (1)	Pennsylvania State University, U. Park	2	University of Rochester	1
Clark University	4	Pepperdine University	6 (1)	University of San Francisco	2
Clemson University	1	Pitzer College	1 (1)	USC School of Music	1
Colorado College	1	Point Park University	3	University of Southern California	24 (5)
Colorado School of Mines	1	Portland State University	5	University of St. Andrews	1 (1)
Colorado State University	1	Pratt Institute	6	University of Utah	3
Columbia College Chicago	4	Purchase College State U of New York	2 (1)	University of Virginia	3
Columbia University	2	Purdue University	2	University of Washington	6
Concordia University-Irvine	2	Reed College	4 (2)	Ursinus College	1 (1)
Concordia University-Portland	1	Rensselaer Polytechnic Institute	2	Vanderbilt University	1
Corban College	1	Rhode Island School of Design	6	Vanguard University of Southern California	1 (1)
Cornell University	2	Richmond The American Int'l Col. in London	1	Virginia Polytechnic Institute & State Univ.	1
Cornish College of the Arts	11 (1)	Rider University	8 (1)	Wagner College	7
Culinary Institute of America-Greystone	1 (1)	Ringling College of Art and Design	1	Washington State University	2
Culinary Institute of America	3 (2)	Rochester Institute of Technology	1	Washington University, St. Louis	1
DePaul University	9 (5)	Rose-Hulman Institute of Technology	1	Wellesley College	1
Dominican University of California	6	Royal Holloway, University of London	1	Western Washington University	1
Drexel University	6	Ryerson University	1	Westmont College	2
Eastern University	1	Saint Mary's College of California	2	Wheaton College MA	1
Eastman School of Music-U of Rochester	2 (1)	San Francisco Art Institute	6 (2)	Whittier College	5 (2)
Eckerd College	1 (1)	Santa Clara University	3	Willamette University	1
Emerson College	14 (3)	Santa Fe University of Art and Design	2	Woodbury University	3 (1)
Emory & Henry College	1	Sarah Lawrence College	3 (2)	York University	1
Emory University	2	Savannah College of Art and Design	6 (1)	Young Americans College of Perf. Arts	1 (1)
Eugene Lang College	1 (1)	School of Art Institute of Chicago	7		

## **State Priorities**

Pursuant to Education Code Sections 47605, 47605.6 47606.5, and 52060, OCSA incorporates the following eight State Education Priorities into its education mission and plans:

1. Teacher Credentialing, Instructional Materials, and proper facilities;
2. Implementation of State Content and Performances Standards;
3. Parental involvement;
4. Pupil Achievement;
5. Pupil Engagement;
6. School Climate;
7. Enrollment and access to a Broad Course of Study;
8. Pupil Outcomes

**Please see Appendix 1 for OCSA’s Local Control and Accountability Plan (“LCAP”).**

In accordance with Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, OCSA shall update the goals and annual actions to achieve those goals and its LCAP using the template adopted by the State Board of Education pursuant to Education Code Section 52064, which update shall include all of the items required pursuant to Education Code Section 47606.5.

## **Conditions**

This Charter is subject to the following conditions, and may be revoked in the event these conditions are not met within one hundred fifty (150) days after this Charter is renewed: OCSA shall demonstrate, to the District's sole and absolute satisfaction, that it currently has and will maintain the financial ability to assure the District (a) that the District will have no liability for any funding of the Charter School, and (b) that the risk of the Charter School defaulting on its financial obligations or obligations contained herein is acceptably low. Should the District have concerns regarding the financial stability of OCSA, both parties agree to submit to an arbitration panel comprised of one representative selected by the District, one representative selected by OCSA, and one mutually-agreed third party representative, to evaluate the financial solvency of the OCSA and render an advisory decision as to the financial stability of OCSA, which recommendation shall be presented to the District Board and considered prior to the District Board making a decision.

## **SIXTEEN REQUIRED CHARTER ELEMENTS (A-P)**

### **Element One (A) - Educational Program**

The target population for the Orange County School of the Arts is that group of students who have demonstrated talents and interests in the arts, grades 7 - 12, and who reside in Orange County and neighboring counties.

Talented students are defined as those students who have demonstrated abilities in, or show potential for advanced performance levels in acting, classical/contemporary dance, classical voice, commercial dance, creative writing, culinary arts, digital media, film & television, integrated arts, international dance, instrumental music, musical theatre, production and design and/or the visual arts.

Admission is based on combined ratings deemed from instructor recommendations, student interview and audition or portfolio reviews. Audition and selection panels are composed of arts specialists in their respective fields. Selection panels will identify and select students with existing potential talent in the arts areas stated above.

The primary mission of the Orange County School of the Arts is to provide an educational program that assists talented young people in understanding themselves as artists and prepares them for placement in higher education institutions and employment in the professional arts industry. The Orange County School of the Arts is committed to provide a nurturing and challenging environment that fosters democratic values, appreciation for cultural diversity and desire for life-long-learning. Through a diversified and balanced academic program complimented by a pre-professional arts curriculum, students will be prepared for future educational, career and personal success.

OCSA's academic program consists of a 7<sup>th</sup> – 12<sup>th</sup> grade curriculum aligned to the California Content Standards. All high school core courses during the academic portion of the day are UC approved a-g courses. At a minimum, students attending OCSA complete a rigorous program consisting of four years of Literature and Composition, 3.0 years of Social Science, 2 years of science (one life science and one physical science), 2 years of a World Language, and 2 years of math (students must complete geometry), 1 semester of health, and 1 year of performing arts.

All courses are listed with their a-g status, number of credits, prerequisites needed, and a short description of the course in the curriculum handbook, which is located on the school website. This is communicated to parents yearly through email blasts and letters sent home with the students.

All students have access to honors level classes in Literature and Composition and Social Science and sixteen Advanced Placement classes. The Advanced Placement classes consist of: AP Language and Composition, AP Literature and Composition, AP Calculus AB, AP Calculus BC, AP Statistics, AP Chemistry, AP Physics 1, AP Biology, AP World History, AP US History, AP Economics, AP French Language, AP Spanish Language, AP Art History and AP Music Theory. Additions for 2015-2016 will include AP Physics 2, AP Psychology, AP Spanish



Literature and AP Environmental Science. The afternoon courses focus on the arts. Many of the arts classes are also UC approved “f” courses depending on the number of hours they are offered each week. Students take a total of thirty-two credits a year in visual and performing arts. Upon completion of high school students receive a total of 368 credits (240 credits from the academic day and 128 credits from the arts portion of the day).

OCSA participates in all state testing, including CAHSEE and Smarter Balanced Assessments. Students who do not pass the CAHSEE participate in intervention classes to provide support needed for passing.

The teachers at OCSA have collaboratively created the Principles of Learning that they follow in their classroom. These include:

1. A key goal of school learning is fluent and flexible transfer – successful use of one’s knowledge and skill, on worthy tasks.
2. Students must perceive tasks to be worthy and feel increasingly competent so as to value their work effort.
3. Success depends on connecting small details and facts to big ideas, so students can understand new concepts and meet new challenges.
4. A true understanding must come from within, “the aha moment”, teachers cannot give students understanding. We can provide students with the tools and opportunities to reach their “Aha” moment.
5. Students need clear directions and guidelines and an understanding of the consequences of sub-par work or achieving/exceeding their goals.
6. Students need to know how they are performing on a regular basis in a meaningful way in order to help increase their skill level.
7. Understanding of content can be attained by regular reflection, self-assessment, and self-adjustment in using present knowledge to meet new challenges.
8. In order to deeply understand one must be open to new ideas, perspectives, and approaches to learning. Any new insight requires expansion of earlier ideas to include how things/information are/is interrelated. To do the following, learning is enhanced by a safe and supportive environment.
9. Students need a supportive environment to be able to take risks to facilitate deeper understanding.
10. Learning is enhanced when curriculum design integrates the learners’ interests, preferences, strengths, contributions, and prior knowledge.

The Orange County School of the Arts believes that to be an educated person of the twenty-first century, graduates of the Orange County School of the Arts will be able to:

- Communicate effectively through reading, writing, speaking, and listening
- Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making
- Demonstrate a strong work ethic and self-motivation in school in order to be good citizens and responsible, contributing members of society
- Apply the skills necessary to work effectively alone and in cooperative settings
- Demonstrate a positive attitude toward learning both now and in the future
- Use technology in order to access information, apply research skills, and solve problems in preparation for higher education and the worlds of work
- Demonstrate a sense of self-worth and knowledge of achieve realistic goals
- Respect, appreciate, and understand diverse culture
- Be aware of major events and their geographical loc, understand the complexities of a global society
- Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being

These outcomes will occur through an instructional program and common assessments which incorporate learning modalities and allows student to learn in their preferred style. The minimum State-mandated instructional minutes shall be adhered to for the instructional day. Personal interpretation will allow students to create meaning in their learning. Applied practices and real life examples will give relevancy to the curriculum. The variety of assessments and projects will give students the opportunity to show these strengths. Collaboration will help motivate students to work with their peers. Activities ranging from acquiring knowledge to creating original pieces of work will exemplify the importance of Bloom's taxonomy and reinforce previously learned concepts. The integration of technology will prepare students for the future and facilitate information gathering. In essence, teachers will employ strategies that turn classrooms into communities of learners where participants are fully engaged in acquiring knowledge, skills, attitudes and processes appropriate for each academic and content area.

OCSA students will meet all Santa Ana Unified School District academic standards and all academic standards as adopted by the State Board of Education. Students will graduate with an OCSA diploma in addition to any other credential, diploma, or recognition OCSA may choose to award its graduates. OCSA will maintain accreditation from the Western Association of Schools and Colleges.

OCSA's student/teacher ratio and average class size shall be no greater than those of the District in comparable grades and subject matters.

OCSA shall provide English Language Development instruction and support to identified English Learner students whose California English Language Development Test (CELDT) results indicate less than reasonable English proficiency. This includes students whose overall CELDT English proficiency scores register at the following levels:

Beginning

Early Intermediate

Intermediate

OCSA's course of study shall meet all current and future District and State standards for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, and Visual and Performing Arts. OCSA shall maintain (and provide to the District annually) a description of each course offered including content of course pre-requisites, required demonstration of proficiency, and textbooks.

OCSA will collaborate with the District if requested to develop appropriate art programs on their respective campuses. OCSA will share its expertise, experience, best practices, contacts, and other resources to encourage full development of the arts programs in the designated art school in the District.

#### **Special Education Services/Section 504**

The following provisions govern the application of special education to OCSA students: It is understood that all children will have access to OCSA and no student shall be denied admission based solely on disability status.

Pursuant to Education Code Section 47641, OCSA has elected to be deemed a public school of the District for special education purposes.

In accordance with Education Code Section 47646, a charter school that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending OCSA shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of the District. The District, as the agency that granted the Charter, shall ensure that all children with disabilities enrolled in OCSA receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act of 2004 "(IDEIA").

Also in accordance with Education Code Section 47646, as a charter school that is deemed a public school of the District for purposes of special education, OCSA is required to contribute "an equitable share of its charter school block grant funding to support district-wide special education instruction and services, including, but not limited to, special education and instruction and services for pupils with disabilities enrolled in" OCSA.

### **Section 504 and the ADA**

Absent specific agreement of the parties to the contrary, OCSA shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act (“ADA”) with respect to eligible students. Should OCSA be unable to provide the services necessary to comply with the requirements of Section 504, OCSA may request that the District provide the necessary services, and the District may agree if it so chooses in its sole discretion, at a cost to be negotiated between the District and OCSA separate from the terms of this Charter and/or OCSA may contract with outside service providers at OCSA’s sole expense.

### **Services**

OCSA and the District intend that OCSA will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between OCSA staff and resources and District staff and resources.

### **Division and Coordination of Responsibility**

The District and OCSA agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, IEP development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to OCSA students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District, except as specified in this Section. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to OCSA students, except as specified in this Section.

**As long as OCSA has a student enrollment of 1,000 or more students, OCSA may choose to employ a Special Education Coordinator to perform the duties specified in the job description attached hereto as Exhibit A.** The Special Education Coordinator shall serve as the lead for coordinating special education services to OCSA students, and shall coordinate all such services with the District’s Assistant Superintendent of Support Services, or designee. The District shall retain ultimate authority over the manner in which such services are to be provided. The Special Education Coordinator shall carry out all of the duties and functions of that position as part of the coordination and provision of special education services to OCSA students, whether designated as responsibilities of OCSA or the District by the terms of this Charter. The District will reimburse OCSA, on a quarterly basis, from special education funds, for the costs of such Special Education Coordinator, including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District’s salary schedule as a “coordinator.” Any Special Education Coordinator so employed by OCSA shall be solely an employee of OCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee of the District for any purpose.

Additionally, so long as OCSA has a student enrollment of 1,000 or more students, OCSA may choose to employ its own Resource Specialist(s) to provide special education services to OCSA students. The District will reimburse OCSA, on a quarterly basis, from special education funds,

the costs of such Resource Specialist(s) including salary and benefits, in an amount equivalent to what the District would pay for a District employee with the same qualifications placed on the District's certificated salary schedule. OCSA may be reimbursed for the costs of one full-time equivalent ("FTE") Resource Specialist without regard to how many OCSA students require the services of a Resource Specialist, and for additional FTE or portions thereof on the basis of a Resource Specialist caseload of 28 students. (E.g., should OCSA enroll 42 students with IEP's requiring Resource Specialist services, the District will reimburse OCSA for the costs of 1.5 FTE.) Any Resource Specialists employed by OCSA shall provide all services in full compliance with the District's policies, practices, and directives for the provision of special education services. Any Resource Specialist(s) so employed by OCSA shall be solely an employee(s) of OCSA for all purposes, including but not limited to for purposes of the Educational Employment Relations Act, and shall not be deemed or considered an employee(s) of the District for any purpose.

The Special Education Coordinator and/or Resource Specialist(s) employed by OCSA shall follow all District practices and requirements for providing special education services, including, but not limited to, following the District's record-keeping and documentation practices.

OCSA shall inform the District in writing, on or before March 15 of each year, if OCSA determines that it does not want to employ its own Special Education Coordinator and/or Resource Specialist(s) for the following school year. Should OCSA not inform the District in writing of such a decision, OCSA shall be responsible for the hiring and employment of such individuals for the following school year.

If a problem arises with any of the District personnel providing services on the OCSA site, OCSA and the District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Re-assignment of personnel in response to such concerns shall occur only when the District deems appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on OCSA's site, over the objection of OCSA, the District shall take full responsibility for any actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on OCSA's campus.

The District and OCSA shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between OCSA and the District for the following year.

**Identification and Referral:**

OCSA shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. OCSA will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. OCSA is solely responsible for obtaining the cumulative files, prior and/or current IEP and other special education information on any student

enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate.

The District shall provide OCSA with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that OCSA is provided with notification and relevant files of all students transferring to OCSA from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. OCSA shall not conduct assessments or recommend independent assessments without prior written approval of the District.

**Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. OCSA shall ensure the attendance of all necessary OCSA employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at OCSA.

**Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of OCSA (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible OCSA students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in OCSA unless the IEP team determines that OCSA is an appropriate educational placement, except for such period of time as enrollment at OCSA constitutes the student's "stay-put placement."

**Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the OCSA Special Education Coordinator shall arrange for the provision of such services through the OCSA Resource Specialist(s) or District providers and/or contractors, as necessary and appropriate, in the same manner that such services are provided to the students at other District schools. District services shall include technical and consultative services by District staff to OCSA staff in the same manner that District staff consults with staff at other District schools.

**Parent Concerns:**

OCSA shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to OCSA and/or District staff. OCSA staff shall inform the designated

representative of the District of any such concerns. The District, in consultation with OCSA's staff as necessary, shall respond to and address the parent/guardian concerns.

**Complaints:**

In consultation with OCSA, the District shall address/respond to/investigate all complaints regarding special education services at OCSA. OCSA's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

**Due Process Hearings:**

In consultation with OCSA, the District may initiate a due process hearing on behalf of a student enrolled in OCSA as the District determines is legally necessary to meet a local educational agency's responsibilities under federal and state law. The District and OCSA shall cooperate in defending any due process hearing brought by a student enrolled in OCSA. In the event that the District determines that legal representation is needed, the District/OCSA shall be jointly represented by District legal counsel. In the event OCSA elects to utilize separate legal counsel, OCSA shall bear the costs of its separate legal counsel.

The District agrees to indemnify, defend, and hold harmless OCSA and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "OCSA and OCSA personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OCSA and/or OCSA Personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its Board of Trustees, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

OCSA agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of OCSA and OCSA personnel, and OCSA subcontractors and invitees under the Charter, related to the provision of special education services pursuant to this Charter.

**SELPA Activities and Meetings:**

The District Superintendent or designee shall represent OCSA at all SELPA meetings as it represents the needs of all schools in the District. Reports to OCSA regarding SELPA decisions, policies, etc. shall be communicated to OCSA as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to OCSA staff and OCSA staff shall be required to attend to the same degree as District staff holding equivalent positions are required to attend such training, unless the District's Assistant Superintendent of Support Services or designee specifically excuses OCSA personnel in writing from participation in a particular training because it is determined that the training is not necessary or relevant for OCSA personnel.

**School District of Residence:**

The District shall be responsible for providing all special education services to all students of OCSA regardless of their school district of residence, with appropriate services provided by the OCSA Special Education Coordinator and OCSA Resource Specialists

**SELPA Requirements:**

OCSA agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral, record-keeping, and provision of services to special education students.

**Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve OCSA students. OCSA may assist the District in procuring such services.

**Funding****Retention of Special Education Funds by District:**

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, OCSA has elected the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for OCSA, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for OCSA students through the SELPA.

**School Contribution of Equitable Share of OCSA Funding:**

Additionally, OCSA shall contribute a pro-rata share of its charter school funding to support the District's unfunded special education costs ("general fund support"). The requirement that OCSA pay this general fund support, as specified in this Section of the Charter, shall go into effect upon the District providing OCSA 15 months' written notice that the District will be assessing general fund support from OCSA.

At the end of each fiscal year, the District shall calculate OCSA's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to OCSA and any/all other charter schools



for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including OCSA students and students from any/all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of OCSA ADA (ADA calculation from P2). OCSA ADA shall include all students, regardless of home district.

The District shall calculate the amount of OCSA's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide OCSA with documentation as to the calculation of OCSA's share of general fund support and allow OCSA an opportunity to provide input and respond to the calculation prior to invoicing OCSA for the prior year. The District shall then invoice OCSA for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid, the remaining amount of OCSA's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of OCSA's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and OCSA shall be fully responsible for its actual share of general fund support.

#### **Costs of Special Education Services**

The District shall be responsible for all costs related to the special education service needs of OCSA students in the same manner as any other students of the District, in accordance with Education Code Section 47646.

#### **Copies of IEP's**

OCSA staff shall conform with all state and federal laws and District procedures related to IEP's, specifically including, but not limited to, those required by the District's web-based IEP system, including, but not limited to, the requirement that IEP's be affirmed and attested to by appropriate members of the IEP team. Additionally, within five days of receiving written parent signature(s) on an IEP, the OCSA Special Education Coordinator shall provide a hardcopy of the signature page of the IEP to the Assistant Superintendent of Support Services.

#### **OCSA Election to Become LEA**

Should OCSA ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which OCSA would become its own LEA. Additionally, OCSA must provide the District with final written notice that it has made a final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which OCSA would become its own LEA. At the time OCSA provides such final notice, the notice must include verifiable written assurances that OCSA will participate in a special education local plan area (SELPA) approved by the State Board of Education in accordance with Education Code Section 47641(a) and that it will provide special education services in accordance with federal and state law, including proof of OCSA's acceptance as a member of a SELPA for the fiscal year in which OCSA will become its own

LEA. At any time that OCSA becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to OCSA students, regardless of school district of residence of such students, and OCSA shall be exclusively responsible for the coordination and provision of special education services to OCSA students and for any and all other obligations of a school or school district relative to services for students with special needs.

## **Element Two (B)- Measurable Pupil Outcomes**

OCSA's goal is to create a school that motivates and assists all students in meeting proficiency on state academic standards. Annual review of data will be conducted to track progress toward goals, as measured by the CAASP results and benchmark assessments in reading, writing, language proficiency and mathematics. The School will ensure alignment of the curriculum in order to ensure success for all students in meeting the requirements of the California High School Exit Exam and any other state-required standards test. These standards will serve as a guide in developing school goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions. **See Appendix 1 for a more detailed description of current goals and priorities as outlined in the OCSA LCAP.**

OCSA intends to graduate its students with several measurable results:

- Satisfactory completion of all course requirements and attainment of required proficiency levels to be eligible to be granted an OCSA diploma
- A course of learning in the arts or design that greatly increases opportunities for immediate well paid employment
- SAT scores, a transcript, a portfolio and college credits that greatly increase opportunities for admission to a college, CSU, UC, or equivalent institutions
- Demonstrated abilities and a portfolio that greatly increase opportunities for admission to post-secondary institutions that specialize in the performing arts or design

OCSA students will meet all District academic standards and all academic standards as adopted by the State Board of Education. OCSA students shall meet all current and future District requirements for a high school diploma.

### **Element Three (C) - Method of Measuring of Pupil Progress**

OCSA will comply with all state assessment requirements.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

OCSA will separately assess learning in the arts or design depending on the student focus.

Daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples. OCSA will measure progress on an ongoing basis so parents and educators know how well students are performing. OCSA shall follow at a minimum, the District's regulations for promotion, retention, and intervention for underperforming students, including English Language Learner/Limited English Proficient students.

Prior to excluding a student for academic underperformance, OCSA shall take reasonable steps to intervene on behalf of the student. OCSA has developed a remediation program to raise the performance of the student, which shall include commitments on the part of the Charter School as well as the family of the student.

The Remediation Program provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Remediation Program is implemented. The Remediation Program is set forth below:

#### **REMEDIATION PROGRAM**

The educational value of the Orange County School of the Arts is that academic intervention is an ongoing process within daily instruction. During instructional time, all teachers work at differentiating their instruction, using strategies that engage all learners, and modifying their curriculum so that each learner may work to their highest potential

For students whose Grade Point Averages show they are at academic risk, the following program is put into place:

At the first progress report, students with below a 2.0 receive a letter warning that they may be put on academic probation if they do not raise the GPA to a 2.0 or above by the end of the semester. Other supports and interventions include but are not limited to:

- Parents have the option of putting their child on a Weekly Progress Report and attending Block 7 study.
- Students are called in to the office to talk about their goals for bringing up the GPA.
- A SST Team may be held to discuss interventions that teachers can use in their classroom.
- A student tutor may be assigned to the student to help give one-on-one help and motivation to improve the student's grade.

- Parent/teacher/student conferences may be held to discuss ways for school and home to work together to support the child.
- The student may be placed in an academic lab, to receive extra support and help.

At first semester, if a student has below a 2.0 they are placed on academic probation and extra-curricular conservatory activities are curbed until the GPA is raised. A meeting is held with the student and their parents to discuss remediation plans. The students are put on weekly progress reports, assigned to Block 7 for study hall and academic tutoring, daily planner signatures, or further testing depending on the individual need. SST team meetings are held with teachers to discuss interventions in the classroom. The students are monitored throughout the semester.

If at the end of the second semester the student has achieved a GPA of 2.0 or higher, he/she will be removed from academic probation. At the end of the second semester, if the student still has not achieved a GPA of 2.0 or higher, he/she will be dismissed from the school after being afforded due process, provided that nothing in OCSA's academic probation, Remediation Program, and dismissal related to academic performance standards or procedures shall supersede OCSA's nondiscrimination obligations, including prohibitions against discrimination on the basis of mental or physical disability and/or qualification under the IDEIA and/or Section 504. Should a student's special education/Section 504 status, accommodations, or EL status have an impact on whether the student meets OCSA's academic criteria for ongoing enrollment at OCSA, the failure to meet those criteria shall not automatically result in the student being dismissed from OCSA based on academic performance. Such the student shall be afforded all of the protections of those laws (including all applicable accommodations) in considering his or her ongoing enrollment at OCSA.

If a student's GPA falls below 2.0, and the student corrects the deficiency by successfully completing a class or classes in summer school, the student will be removed from academic probation and/or will be readmitted to the Charter School.

Annually, OCSA shall review all instances of placement on academic probation and/or dismissal for academic performance, analyzing: (1) any indications of a disproportionately high incidence of students with a protected characteristic or EL students, and (2) any other indicia of disparate impact on such students. If such evidence is present, OCSA shall undertake immediate revisions of its academic probation criteria, remediation process and academic dismissal procedures to fully address such impacts. Records of such annual review and any such corrective measures shall be maintained as permanent records.

OCSA shall provide the District, on a semi-annual basis (mid-year and end-of-year), a report of student progress including disaggregated (by race/ethnicity, socioeconomic status, and English language fluency) data on student course enrollment and grades, participation and performance results of state-mandated testing programs, including the Stanford Achievement Test, CAASPP, California High School Exit Exam, California English Language Development Test, Scholastic Aptitude Test (SAT), and Advanced Placement exams.

## **Element Four (D) - Governance**

While OCSA intends to collaborate extensively with the Santa Ana Unified School District, OCSA and its officers, board members, employees and volunteers, shall operate and provide school services pursuant to this Charter as a wholly independent entity. Santa Ana Unified School District and OCSA shall not in any way or for any purpose become or deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of OCSA. OCSA will be operated as a duly constituted California nonprofit public benefit corporation and governed in accordance with applicable California Corporations Code Sections. As provided for in the California Corporations Code, OCSA will be governed by its Board of Trustees, whose members have a legal fiduciary responsibility for the well-being of the School. **Current OCSA Articles of Incorporation and Bylaws are attached as Exhibit B.**

OCSA articles and bylaws shall not be applied or modified in a manner inconsistent with the provisions of the approved charter. In the event that either the Articles or Bylaws are in conflict with the current charter, the terms of the charter shall prevail and OCSA's Board of Directors shall make amendments consistent with the requirements of the charter. OCSA shall provide written notice to the District Superintendent or designee of proposed revisions of the articles and/or bylaws at least three weeks prior to consideration for a revision by the corporate Board of Directors, and shall promptly provide a final version of any such Board approved revisions.

Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to OCSA's governance structure and/or Charter, OCSA may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. The OCSA bylaws shall specify these procedural requirements for revision to the bylaws and shall further specify that in the case of a conflict between the articles or bylaws and this Charter, OCSA's Board of Directors shall take prompt action to revise the articles or bylaws or seek a material revision to the Charter to make the articles, bylaws, and Charter consistent.

In the case of a conflict between the requirements of this Charter and the provisions of OCSA's articles and bylaws, action taken in accordance with such articles or bylaws which conflicts with or is inconsistent with the requirements of this Charter shall be a violation of this Charter. Should the provisions of this Charter conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of OCSA, the provisions of this Charter shall prevail.

OCSA shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees subject to the Brown Act, on or before the date required for posting of such agendas in compliance with the Brown Act.

The Orange County School of the Arts will be governed by a five member Board of Trustees. This Board will meet on a regular basis and will comply with all applicable regulations.

Notwithstanding any conflict in the OCSA Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of OCSA and its Board of Directors shall

comply with all laws controlling charter schools. OCSA shall comply with the Ralph M. Brown Act, Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. By the terms of this Charter, OCSA is obligated to comply with the requirements of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 to the same extent as if OCSA were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

### **Appointment of OCSA Board Members**

The OCSA Board will have five members. Board members shall be selected to represent parents, the arts community, educators, community business leaders, and its sponsoring district. All Board members will be selected with skills and experience to match their board responsibilities. The Governing Board of the District shall retain its statutory right pursuant to Education Code section 47604(b) to appoint one additional member and an alternate for such member to the Board of Directors. OCSA shall be allowed to advise the Board in the selection of such District member.

Any District Board appointee shall serve solely at the District Board or designee's discretion and may serve an unlimited number of consecutive terms. The OCSA Bylaws shall specify that no restrictions on the appointment, service, or terms for removal of other members of the OCSA Board of Directors shall apply to any District Board appointee and such appointee shall serve at the pleasure of and be removed only by the action of the District Board or designee.

The OCSA Board of Trustees will be responsible for:

- Hiring and evaluating the Principal and/or Executive Director of the School.
- Approving and monitoring the implementation of general policies of the School, including effective human resource policies for career growth and compensation of the staff.
- Developing and monitoring an operational business plan that focuses on student achievement and artistic development.
- Approving and monitoring the School's annual budget, acting as fiscal agent. This includes the receipt of funds for the operation of the School in accordance with state and federal charter school laws and the receipt of state, federal and private grants and donations consistent with the mission of the School.
- Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- Regularly measuring progress of both student and staff performance.
- Involving parents and the community in the support of School programs.

- Executing all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation and Bylaws, and this Charter necessary to ensure the proper operation of the School.
- Preparing and submitting, on a semi-annual basis (mid-year and end of year), reports to the District regarding OCSA's progress in implementing this Charter and other specific matters as the District Board requests.

### **Parent/Community Involvement**

OCSA will additionally involve parents, educators, and art professionals on a regular basis to advise OCSA on the operations of the School. Similarly, they will advise on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student achievement and employment in the arts industry. These parent involvement group opportunities will be communicated to parents through our normal communication strategies including electronic communications, registration materials and the monthly school newsletter. These current committees include: Parent Support Organization (PSO) and Parent Advisory Committee (PAC).



## **Element Five (E) - Employee Qualifications**

OCSA shall adhere to Education Code § 47605(1), all California Commission on Teacher Credentialing requirements, and the No Child Left Behind Act in the hiring of all faculty and staff for the Charter School.

To the extent required by law, teachers in the School will be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. This will include emergency permits and credentials, if necessary. Teachers of English Language Learners shall have State English Language Development certification. Teachers of students in Special Education shall have State Special Education credentials.

As provided by law and as practiced by OCSA in the past, the School may exercise flexibility with regard to those teaching non-core, non-college preparatory courses. OCSA takes full and complete responsibility for the application of “flexibility” regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(1), including any impacts its use of such “flexibility” may have on OCSA’s funding, and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of “flexibility” in credential requirements for non-core, non-college preparatory classes at OCSA.

OCSA may employ qualified adults to assist credentialed teachers in student instruction. A teacher may supervise another teacher when mutually agreed to by the teachers and OCSA.

Within the provisions of the law, OCSA reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies.

OCSA shall not discriminate against any applicant or employee on the basis of race or ethnicity, creed, color, nationality, religion, age, gender, sexual orientation, disability, or other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other basis prohibited by law.

The Executive Director or the Principal will hold a current California Administrative Credential and the required course work as required by any California public school administrator holding a comparable position in a non-charter school. Education must include at minimum a Master’s Degree in Educational Administration.

OCSA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of OCSA. Such services may be provided either by an employee of OCSA or by a consultant (or consultant group) hired by OCSA. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity or the equivalent experience.

All Management staff, as required by law, shall receive on-going staff development and management training including training in Sexual Harassment.

## **Element Six (F) - Health and Safety Procedures**

OCSA will comply with all applicable safety laws. OCSA will require that each employee of the School furnish the School with a criminal record summary as described in Section 44237 of the Education Code including the requirement that, as a condition of employment, each new employee must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. OCSA shall utilize the services of the District at customary rates for Department of Justice checks and fingerprinting.

OCSA has developed health, safety, and risk management policies in consultation with its insurance carriers and risk management experts. **OCSA has developed extensive safety and emergency procedures in conjunction with local fire and law enforcement agencies, attached as Exhibit C.**

OCSA will assess its school buildings for structural safety, using the existing state, county and city standards for independent and parochial schools.

OCSA, at its own cost and expense, will be responsible for obtaining appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, all as may be required to ensure a safe school and facilities for staff and students. OCSA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. OCSA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

OCSA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. OCSA has developed a comprehensive policy to prevent and timely remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, student to student, and student to employee misconduct), as well as comprehensive policies to address any type of discrimination, harassment, or bullying. OCSA takes misconduct of this nature very seriously and will address such misconduct in accordance with its adopted policies and procedures.

## **Element Seven (G) - Achieving Racial and Ethnic Balance**

The philosophy, policies, and procedures of OCSA shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population and staff. All students will be considered for admission, accepted for admission, and retained in the School without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA's plan to achieve a racial and ethnic balance among its pupils will, at a minimum, establish goals and timetables that fully embrace the concept of achieving and maintaining a diverse student population. In particular, the plan will include an aggressive recruitment plan designed to achieve these goals. A report on the progress toward these goals will be presented to the Board of Education of the District and to the Board of OCSA by October of each school year and during the spring term, prior to the recruitment period for each school year.

The Orange County School of the Arts will work collaboratively to develop programs to identify and enroll students to achieve and maintain a racial and ethnic balance reflective of the general population residing within the District's territorial jurisdiction..

These programs include:

***Camp OCSA*** – is an arts training workshop at the Orange County School of the Arts and offered free of charge to students, grades 4-6, attending schools in Santa Ana. Camp OCSA is a positive, nurturing environment for young people with an interest in the arts and the desire to discover and develop their talents.

*Camp OCSA* offers a ten-week workshop in the evenings on campus at OCSA. It is designed to introduce young people with little or no experience in the arts to the basic language, technique and skills in disciplines such as dance, acting, singing, painting and drawing and guitar. There is no tuition and all necessary educational supplies and materials are provided. All classes are taught by OCSA students in the 10<sup>th</sup>-12<sup>th</sup> grade and are under the advisement and direction of the Orange County School of the Arts faculty and the Director of Community Programs. Since 2001 when Camp OCSA was established, we have served over 6,500 students from Santa Ana.

The program not only affects the students involved in the program, but has a lasting positive effect on the local community as a whole. It is important to emphasize that the program is staffed with bilingual staff. All written and verbal communications with the parents and the community are done in both Spanish and English. Brochures/applications (in Spanish and English) are delivered to the students in Santa Ana who are in grades 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> every year. Each year, the program culminates with a performance and an art exhibit at the end of the ten weeks.

***Gluck Community Service Arts*** Fellowship Program at the Orange County School of the Arts provides for free artistic performances and programs for underserved/underrepresented individuals in numerous community venues such as youth centers, schools, nursing and

retirement facilities, health centers, parks, and community agencies. Soloists, ensembles and performance groups typically present concerts/performances of approximately 25-40 minutes in length that include interaction with the audience and may include discussion about technique, musical motifs or other pertinent information.

Some of the community partners are: The Orange County Educational Arts Academy, El Sol Academy, the Orange County Children's Therapeutic Arts Center, Santa Ana Police Athletic and Activity League, The Santa Ana Public Library, The Boys and Girls Club of Santa Ana, The UCI Medical Center in Santa Ana, Loaves and Fishes Soup Kitchen, Ronald McDonald House, Bowers Museum, The Blind's Children Learning Center, Hands Together, and The Santa Ana Zoo, to name a few.

***The California Arts Center at the Orange County School of the Arts*** is open to all children and adults interested in enriching their lives through arts education. Through the weekend, evening and summer classes, students have the opportunity to participate in a unique experience in arts education that might not otherwise be available to them. Scholarships are offered to students who have a financial need. All classes are taught by professional artist teachers from the Orange County School of the Arts on the school campus, presented by the Orange County School of the Arts Foundation.

## **Element Eight (H) - Admission Requirements**

OCSA shall admit all pupils who wish to attend the School and who demonstrate talent in the performing or visual arts consistent with the OCSA curriculum and standards.

Applicants are encouraged to request and will receive accommodations if needed for the application process to assure that students with special needs who may qualify for services pursuant to the IDEIA and/or section 504 and students with EL status shall not be excluded from application or admission solely on the basis of the disability.

Pupils will be considered for admissions without regard to ethnicity, national origin, gender or disability, race, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Penal Code section 422.55.

Academic admission criteria shall specifically assure that students with special needs who qualify for services pursuant to the IDEIA and/or Section 504 will not be excluded from admission solely on the basis of their disability, but rather, the academic admission criteria will allow for admission taking account of their special needs. Academic admission criteria shall not have a discriminatory or disparate impact on the basis of any other protected characteristic, including EL status.

A parent/guardian who provides reliable evidence that the denial of admission is a direct result of the student applicant's special education/504 or EL status may seek review of the decision not to admit.

Admission practices will be administered in accordance with provisions defined by charter school law. If the number of students who wish to attend OCSA exceeds capacity, among equally qualified applicants, preference will be extended to pupils who reside in the District.

### **Student admission requirements and processes are described in Exhibits D (Academic) and E (Audition Requirements).**

Students will be rank-ordered based on established audition rubrics. Students will be selected for each conservatory program based on their place in this rank-order. Should there be more "Qualified" students than enrollment slots allow, Qualified, in this case defined as those students who have met both the Academic and Audition requirements, then a public random drawing will be held to determine student enrollment.

OCSA will annually evaluate all students and consider them for readmission over new applicants based on published criteria.

OCSA will strive to have a minimum of thirty percent (30%) of the student body composed of students who reside in the District; provided, however, in the event OCSA fails to meet this requirement, the District and OCSA shall agree to an Outreach Plan to meet this goal.

So long as OCSA is acting in good faith to comply with the Outreach Plan, OCSA's failure to meet this requirement shall not be cause for revocation of this Charter. OCSA will set no maximum limit to the number of Qualified students from the District who may be admitted to OCSA. The Outreach Plan will define OCSA's strategies for outreach to assure the minimum participation from the District.

### **Outreach Plan**

As part of the Outreach Plan the School shall target the programs described in Element 7 to the current students of the District.

As part of its commitment to the community of Santa Ana and the District, OCSA shall hold workshop sessions to review the application requirements and processes with students, at least three months prior to the opening of each application filing period. These workshops will explain and demonstrate such admissions requirements as audition specifications, portfolio submission, and other performance or demonstration expectations.

In addition to the community programs described in Element Seven, the Outreach Plan includes a marketing plan which details significant outreach activities in Spanish language media, and other language media as needed, including without limitation newspaper and television. The marketing plan shall also include the preparation and distribution to the District of recruiting materials in English and Spanish. OCSA shall also develop applications in other languages, as needed.

The Outreach Plan includes scheduled dates, times, and locations of open house, informational meetings, auditions, and other activities in a manner which ensures, to the extent possible, that District students and racial and ethnic minorities are able to attend.

The Outreach Plan also includes a program which ensures that arts teachers within the District have access to open houses, informational meetings, auditions, student evaluation and ranking sessions, and other activities, such as meetings provided solely for arts instructors, so that they may be better equipped to prepare their students or identify talent for the Charter School.

The OCSA shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, (collectively "Free Schools Guarantee") in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission or in any academic program whatsoever, for financial reasons, including without limitation a failure to make a financial contribution of any kind. Students who have a documented financial need will not be denied participation in any activity, rehearsal, presentation, or performance due to the inability to purchase costumes, supplies, instruments, or any other equipment or pay for any related travel costs related to school performances or activities, which costs shall only be required to be borne by students to the extent that it is permissible under the Free Schools Guarantee. OCSA shall develop and maintain a fund for low income students to provide for permissible costs of supplies and materials and to assist students with daily transportation assistance (e.g. bus passes) and to develop a payment plan to assist with the payment of funds for

particular kinds of events that are not “educational activities” of OCSA and for which costs are permissibly required to be borne by students pursuant to the Free Schools Guarantee (e.g. tours). OCSA will also provide funds relating to field trips, tours, transportation, or anything necessary for students to fully participate in OCSA performances or extracurricular activities. As needed, OCSA will provide free or reduced priced tickets to all OCSA performances in which students appear, in order to ensure that parents and close family members of the student performers are encouraged and able to attend regardless of financial considerations. Policies regarding eligibility for these funds and the process for accessing these funds will be made available to all OCSA students. Requests for financial assistance will be handled confidentially by the OCSA business office.

### **Element Nine (I) - Annual Financial Audits/Financial Documents**

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

These financial audits shall be conducted by an independent auditor, approved in advance by the District Board, and included on the State Controller’s approved list of independent auditors. The auditor will verify the accuracy of the School’s financial statements, accounting practices, revenue-related data collection and reporting practices and will review the School’s internal controls. The audit will include a review of ADA as reported by OCSA. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. Moreover, the audits will assure that the School’s money is being handled responsibly and that its financial statements conform to generally accepted accounting principles. Audit exceptions and deficiencies shall be resolved in conference with the auditor to the satisfaction of the auditing agency and the District. OCSA agrees to resolve outstanding issues from the audit prior to the completion of the auditor’s final report. The audit will be completed and submitted to the District, the California Department of Education, the State Controller and the Orange County Superintendent of Schools by December 15th following each school year or at a mutually agreed upon earlier date. OCSA will provide interim financial data required by the District to fulfill its obligation to the county and state.

The audit is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, OCSA shall bear the cost of the audit.



In addition to the above:

1. OCSA will give SAUSD at least thirty (30) calendar days written notice prior to renegotiations of lease terms of existing facilities or before entering into new lease agreements for facilities.
2. OCSA will give SAUSD at least thirty (30) calendar days written notice prior to entering into any additional loan borrowings. If the District believes that it is not financially viable for OCSA to enter into new financial obligations, OCSA will address the concerns and inquires of the District, to the satisfaction of the District, prior to entering into any additional loan borrowings.
3. OCSA will provide written notification to SAUSD in the event of default or late payment of any current or future OCSA loan/lien holder obligations. Said notification must be provided within ten (10) calendar days of the default or late payment. When the late payment or default has been cured, written notification to the District must be provided within ten (10) calendar days of the cure.
4. In the event that OCSA needs to borrow funds from SAUSD, a corrective action plan will also be submitted with the request. OCSA shall provide SAUSD with written notice of its need to borrow funds at least 30 days prior to requesting to borrow funds from the SAUSD and/or any other potential source of funds. Nothing in this Charter shall be interpreted as a guarantee that SAUSD will loan any funds to OCSA.
5. OCSA will notify SAUSD of any pending litigation or legal action taken against OCSA within 30 calendar days of OCSA receiving said notice.
6. OCSA agrees to use SAUSD approved financial reporting formats that are in compliance with CDE specifications. This includes: Cash Flow, Multi-year Budget Projections, Interim reports, Current Year Budget Assumptions and the Charter School Unaudited Actuals Financial Report Form.

**Please see OCSA Five Year Proforma Budget on the next page.**

Proforma Budget

ORANGE COUNTY SCHOOL OF THE ARTS  
 FIVE YEAR PROFORMA BUDGET  
 NMTC RESTRUCTURE LOAN \$12M, 4.5%, 20 YR, FULLY AMORTIZED, DEC 2017

	14-15	15-16	16-17	17-18	18-19	
<b>Enrollment</b>	<b>1,910</b>	<b>2,120</b>	<b>2,120</b>	<b>2,120</b>	<b>2,120</b>	
Increase in Enrollment	0	210	0	0	0	
ADA	1,862	2,067	2,067	2,067	2,067	
LCFF per ADA	7,181	7,712	7,979	5% 8,378	5% 8,797	
<b>REVENUE:</b>						
State ADA Funding	13,373,603	15,940,961	16,493,208	17,317,326	18,183,399	5% Incr 17-18, 18-19
Lottery Revenue	270,026	307,208	314,888	322,760	330,829	2.5%
Special Ed Reimbursement	389,760	399,504	409,492	419,729	430,222	2.5%
Other State and Federal Revenue	50,000	50,000	50,000	50,000	50,000	Title I, II
Facility Grant (SB740)	100% 1,396,688	100% 1,550,250	100% 1,550,250	75% 1,162,688	50% 775,125	Max =s \$750/per ADA
Parent Funding Contributions	5,000,000	5,565,000	5,777,000	5,989,000	6,201,000	Incr per year \$100 per student funding rate
Leadership Revenue, Net	40,000	40,800	41,616	42,448	43,297	2%
Food Service, net	178,000	181,560	185,191	188,895	192,673	2%
Miscellaneous	300,000	303,000	306,030	309,090	312,181	1%
<b>TOTAL SCHOOL REVENUE</b>	<b>20,998,077</b>	<b>24,338,283</b>	<b>25,127,675</b>	<b>25,801,936</b>	<b>26,518,727</b>	
OCHSA Foundation Contributions	656,518	672,931	689,754	706,998	724,673	+2.5% incr (due to Admin PR Alloc)
OPUS FUND Contribution	150,000	300,000	300,000	300,000	300,000	
<b>TOTAL REVENUE</b>	<b>21,804,595</b>	<b>25,311,214</b>	<b>26,117,429</b>	<b>26,808,934</b>	<b>27,543,400</b>	
<b>EXPENSES:</b>						
Salaries Admin	4,296,608	4,469,987	4,567,652	4,667,718	4,770,245	2.5% plus 5% Increase in Health Costs
Salaries Academics	4,666,182	5,504,821	5,783,365	6,072,533	6,376,160	2.5% plus 1 teacher per 30 incr enroll
Salaries Arts	2,773,916	2,997,263	3,047,743	3,099,242	3,151,781	2.5% plus 1 teacher per 20 incr enroll
ER Tax, Retirement and Health Benefits	3,410,712	3,906,747	4,256,366	4,645,169	5,058,142	Incl STRS/PERS rate increase
<b>Total Salaries and Related</b>	<b>15,147,418</b>	<b>16,878,817</b>	<b>17,655,126</b>	<b>18,484,662</b>	<b>19,356,327</b>	
Percentage of benefits to salaries	29.06%	30.12%	31.77%	33.56%	35.38%	
Arts Instructions Supplies	295,000	328,600	328,600	328,600	328,600	\$155 per student
Academic Expenses	267,400	296,800	296,800	296,800	296,800	\$140 per student
General & Administrative	743,736	758,611	773,783	789,259	805,044	2%
Insurance	180,000	183,600	187,272	191,017	194,838	2%
Legal	35,000	35,700	36,414	37,142	37,885	2%
Utilities	655,000	674,650	694,890	715,736	737,208	3%
Building Maint/Security	977,800	1,007,134	1,037,348	1,068,468	1,100,523	3%
Opus Fund Facility Rent (incl prop tax) (Webb,VA, parking lots)	1,579,200	1,579,200	1,579,200	787,500	0	End NMTC Dec-2017
Legacy Rent / Dance Center	0	1,300,000	1,300,000	650,000	0	Begin 7-1-2015 TO Dec 2017
Legacy Fund Rent (New Loan)	0	0	0	1,000,000	2,000,000	\$26M, 4%, 20 yr fully amortized
Legacy Fund Rent/1107 N Main St	96,000	96,000	96,000	96,000	96,000	1107 N Main
Utilities/Ins/ Maint/Security (new bldg)	0	200,000	206,000	212,180	218,545	Dance Center/ + 3% incr
Technical	100,000	103,000	106,090	109,273	112,551	3%
Marketing	90,000	90,000	92,700	95,481	98,345	3%
<b>TOTAL EXPENSES</b>	<b>20,166,554</b>	<b>23,532,112</b>	<b>24,390,222</b>	<b>24,862,118</b>	<b>25,382,667</b>	
<b>EBITDA</b>	<b>1,638,041</b>	<b>1,779,102</b>	<b>1,727,207</b>	<b>1,946,816</b>	<b>2,160,733</b>	
Debt Service - FMB Loan (Main Campus)	1,206,384	1,206,384	1,206,384	1,206,384	1,206,384	Replace CIEDB loan \$15.8M, 4.5%, 20 yr, fully amort
Capital Expenses	400,000	400,000	400,000	400,000	400,000	
<b>NET CHANGE IN ASSETS</b>	<b>31,657</b>	<b>172,718</b>	<b>120,823</b>	<b>340,432</b>	<b>554,349</b>	

\* Charter School Facility Grant subject to annual legislative action

## **Element Ten (J)-Student Suspensions and Expulsions**

Compliance with the procedures set forth in this Charter and OCSA's Behavior Management Policy, attached hereto as Exhibit F and incorporated herein by this reference shall be the only processes for OCSA to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for any reason, including but not limited to, disciplinary and academic causes. Expulsion (not "dismissal") shall be the sole means to involuntarily dismiss, remove, or otherwise exclude a student who attends OCSA from further attendance at OCSA for disciplinary reasons involving conduct as specified in Education Code Sections 48915(a) or (c) or 48900.2, 48900.3, 48900.4, and/or 48900.7.

Students may be suspended or expelled from OCSA on any of the grounds provided in Education Code Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.

Students may be dismissed on grounds stated in Education Code Section 48900.

The principal shall recommend expulsion for any act enumerated in Education Code section 48915(a) or (c).

Orange County School of the Arts (OCSA) regards suspensions and expulsions as a last resort. Criteria for suspension and expulsion of students shall be consistent with the California Education Code §48900, 48900.2, 48900.3, 48900.4, 48900.7, 48915. OCSA will observe fair and lawful standards of due process.

As OCSA's policy, a student suspension may only be applied with the approval of the school's principal.

The policy applies to all OCSA students, strives for impartiality, ensures all students are treated equally, and provides for due process protections.

In certain behavioral offenses consistent with OCSA policy, the principal may recommend expulsion of a student from OCSA. The procedures for considering and acting upon a recommendation of expulsion shall be as provided for in this Charter and OCSA's Behavior Management Policy. The parent/guardian and student shall receive 10 days written notice of the alleged conduct, the legal ground for the recommended expulsion, and the hearing date, time, location, a brief explanation of the hearing process before the administrative panel, the right to be represented, question the school's evidence and witnesses, and to call witnesses on the student's own behalf.

The administrative hearing panel shall be composed of three impartial school administrators, all holding valid California administrative services credentials and selected by OCSA administrative staff. One administrator will be invited from the student's home district. No district may have more than one representative on the panel. No OCSA administrator shall be a panel member.

The administrative panel shall hold a hearing wherein OCSA shall be required to support its recommendation with substantial evidence. If the panel recommends expulsion, the

parent/guardian and student may address the school's Board of Trustees, which shall make the final decision on behalf of the school.

If the student or family disagrees with a decision to expel, after hearing, they must follow written notice of the appeal with both the OCSA and the Orange County Department of Education within 30 days of the written decision of OCSA's Board of Trustees specifying one or more of the following grounds for appeal: (1) the Board of Trustees acted without or in excess of its jurisdiction, (2) there was not a fair hearing before the Board of Trustees, (3) there was a prejudicial abuse of discretion in the hearing, (4) there was relevant and material evidence, which in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing.

It shall be the responsibility of the people to submit a written transcription for the review of the county Board, with the cost of the transcription borne by the people except in either of the following situations: (1) the pupil's parent or guardian certifies that he/she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses or both or (2) if the county Board reverses the decision of the Board of Trustees, the Board of Trustees shall reimburse the pupil for the cost of such transcription.

In the event of a decision to expel a student, OCSA shall work cooperatively with the district of residence, county, and/or private schools to assist with the appropriate educational placement of the student who has been expelled. Any incident of violent and/or serious student behavior shall be communicated to the district/school to which the student matriculates.

If a pupil who is subject to compulsory full-time education pursuant to Education Code Section 48200 is expelled or leaves OCSA without graduating or completing the school year for any reason, OCSA shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information.

### **Suspension, Dismissal and Expulsion Procedures for Students with Special Needs**

A student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. OCSA will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, as well as the District's policies, procedures, and practices, when imposing any form of discipline on a student identified as an individual with disabilities or for whom OCSA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. OCSA shall notify the District of the suspension of any student identified under

the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504 and shall grant the District approval rights prior to the expulsion of any such student.

### **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

#### 1. Notification of District

“OCSA shall immediately notify the District and coordinate the procedures in this policy with the District when any student with a disability, or student for whom OCSA or District would be deemed to have knowledge that the student had a disability, violates a code of student conduct, rule, or policy resulting in a suspension.

#### 2. Services During Suspension

“Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child’s IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### 3. Procedural Safeguards/Manifestation Determination

“Within ten (10) school days of a recommendation for dismissal, expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, rule, or policy, OCSA, the parent, and relevant members of the IEP Team shall review all relevant information in the student’s file, including the child’s IEP, any teacher observations, and any relevant information provided by the parents to determine:

(A) If the conduct in question was caused by, or had a direct and substantial relationship to, the child’s disability; or

(B) If the conduct in question was the direct result of the local educational agency’s failure to implement the IEP.

If OCSA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child’s disability.

If OCSA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child’s disability, the IEP Team shall:

- (A) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the District had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.
- (B) If a behavioral intervention plan has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior.
- (C) Except in the case of a student removed to an interim alternative educational setting, OCSA shall return the child to the placement from which the child was removed, unless the parent and OCSA agree to a change of placement as part of the modification of the behavioral intervention plan.

If OCSA, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the OCSA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### **Element Eleven (K) – Employee Rights, STRS, PERS and Other Retirement Coverage**

Teachers and other persons working at OCSA will retain all previously vested rights in their respective retirement systems, including but not limited to California STRS, PERS and Social Security. The OCSA board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 401(k) plan, a 403(b) plan and/or contracting with STRS and/or PERS. Certificated employees of OCSA shall be members of and participate in the California State Teachers Retirement System (STRS). Noncertificated, regular employees of OCSA shall be members of and participate in the Public Employment Retirement System (PERS). The Executive Director or his/her designee shall be responsible for ensuring that appropriate arrangements for coverage have been made and are complied with.

## **Element Twelve (L) - Attendance Alternatives**

OCSA is a school of choice. No student is required to attend. Students who do not wish to attend OCSA may attend their local school of attendance or pursue an intra/inter-district transfer in accordance with existing enrollment and transfer policies of the local education agency (school district) where they reside.

Parents or guardians who have children enrolled in the Charter School will be informed upon enrollment that the student has no right to admission to any local education agency or in a particular school of any local education agency as a consequence of enrollment in OCSA, except to the extent that such a right is extended by the local education agency.

Transportation is the parental responsibility for families who choose to attend OCSA, except as required for students with disabilities pursuant to an IEP or in compliance with the McKinney-Vento Homeless Education Assistance Act or any other transportation mandated by law.

OCSA is a Charter School and as such, a school of choice. **Students who demonstrate issues with attendance or behavior will receive interventions as described in the attached policy, Exhibit F.**

### **Element Thirteen (M) Employee Return Rights**

Employees of the District who choose to leave the employment of the District to work at OCSA shall have no rights of return to the District after employment at OCSA unless specifically granted by the District through a leave of absence or other agreement or policy of the District specified in the District's collective bargaining agreements. OCSA shall have no authority to provide for, or negotiate with OCSA's employees or employee representatives, any return rights to the District. District employees must consult with the District to determine their eligibility for leave.



## **Element Fourteen (N) - Dispute Resolution**

### *Disputes between OCSA and the District*

If the District determines that a violation of the Charter or law may have occurred or a problem has arisen related to the operation of OCSA or the District's oversight obligations, or a dispute otherwise arises between the District and OCSA, the following procedures shall be followed to resolve the dispute:

- (1) Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
- (2) In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined in this Element shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.

If the violation or issue in question does not constitute a severe and imminent threat and the District has not decided to commence revocation procedures, the District will provide oral or written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the OCSA representative will be the OCSA Executive Director or Executive Director designee. If the dispute is not resolved at this meeting, or in strict accordance to the terms of any written agreement entered into by the parties within ten (10) calendar days of the conclusion of the meeting, the parties will proceed to step 3.

- (3) The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 and applicable law. Should the District revoke the charter, OCSA may appeal such revocation to the County Board of Education and State Board of

Education as provided by Education Code section 47607 and applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

**Element Fifteen (O) – Public School Employer:**

OCSA will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School. OCSA shall be deemed the exclusive "public school employer" of the employees of OCSA for the purposes of the Educational Employment Relations Act (Government Code Section 3540 et seq.).

OCSA shall be nonsectarian in its programs, admissions policies, employment practices and operations. OCSA will not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic contained in the definition of hate crimes set forth in Penal Code Section 422.55, fluency in English, parent income/education level, or any other basis prohibited by law. OCSA will not charge tuition.

## **Element Sixteen (P) – School Closure Procedures**

The following procedures shall apply in the event the School closes. California Education Code § 47605(b) (5) (p). The following procedures apply regardless of the reason for closure. In addition to the following procedures, OCSA shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school.

The following procedures shall constitute the “Closure Protocol” and shall apply in the event the OCSA ceases to be a charter school or otherwise closes for any reason:

Any decision to close OCSA as a charter school operating pursuant to this Charter shall be documented by official action of the OCSA Charter governing board (“Closure Action”). The action will identify the reason for closure (e.g., decision not to renew as a charter school). The Closure Action shall be deemed to have been automatically made if any of the following occur: the Charter is revoked or non-renewed, the OCSA governing board votes to close OCSA, or the Charter lapses. In the event of a Closure Action, OCSA shall implement the following steps:

- A. OCSA shall identify an entity and person(s) responsible for closure-related activities.
- B. The OCSA governing board shall provide written notification to the District of the determination of the Closure Action and of the effective date of the closure as a charter school within 72 hours of the Closure Action.
- C. OCSA shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. OCSA shall provide written notification of the Closure Action and the effective date of closure of OCSA shall be made by OCSA to the California Department of Education and the Orange County Office of Education by registered mail within 72 hours of the Closure Action.
- E. On closure, OCSA shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. The OCSA governing board shall ensure notification to the parents and students of OCSA of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.
- G. OCSA will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student

attendance day at OCSA if OCSA is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 USC Section 1232g. OCSA will ask the District to store original records of Charter School students. If the District cannot do so, OCSA will distribute student records to the district of residence of each student with a copy to the family. Copies of employment records will be sent to former employees.

- H. As soon as is reasonably practical, but no later than 60 days after the latter of the Closure Action or the effective date of the closure, OCSA shall prepare final financial records. OCSA shall also have an independent audit completed by an independent auditor, approved in advance by the District Board, and included on the State Controller’s approved list of independent auditors as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the District promptly upon completion. The auditor and audit shall comply with all of the requirements for OCSA’s annual audit as set forth in Element 9 of this Charter. In the case that OCSA either does not pay for or have an independent audit completed within the six-month timeline, the District may, at its option, pay for an audit to be completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the District shall remain a liability of OCSA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by OCSA shall be the responsibility of OCSA and not the District. OCSA understands and acknowledges that OCSA will cover the outstanding debts or liabilities of OCSA. Any unused monies at the time of the audit will be returned to the appropriate funding source. OCSA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.
- I. For six calendar months from the latter of the Closure Action or the effective date of the closure, or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the OCSA governing board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the school and student transfers.
- J. The OCSA governing board shall adopt a plan for wind-up of the School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code and file all necessary filings with the appropriate state and federal agencies.
- K. In addition to the final audit, OCSA shall also submit any required year-end financial reports to the California Department of Education, the Orange County Department of Education, and the District, in the form and timeframe required.

- L. If OCSA is operated by or as a nonprofit corporation, and the corporation does not have any other functions than operation of the Charter School, the corporation will be dissolved according to its bylaws.

The corporation's Bylaws will address how assets are to be distributed at the closure of the corporation.

A copy of the corporation's bylaws containing the information on how assets are to be distributed at the closure of the corporation is to be provided to the District prior to approval of this Charter.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of OCSA will be liquidated and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the District. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes. This Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operation. OCSA and the District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should OCSA breach any obligation under this Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Closure Protocol or any provision of this Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a

temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## **Other Charter Elements**

### **Staff Employment**

OCSA will select all School staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at OCSA. Any prospective employee shall be considered for employment through an open application process, and, if selected, shall enter into a contractual agreement to make their services available to OCSA. OCSA shall have the authority to terminate the position in accordance with the terms of that agreement.

OCSA employees shall have the option to join, or not to join, any collective bargaining unit they choose. OCSA is prohibited from and shall not negotiate any terms or conditions with its employees which violate or are in conflict with the terms of this Charter between the District and OCSA, and in the event of any such conflict, the terms of this Charter shall prevail.

The School may employ staff on-loan from the District. It may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

### **Internal Dispute Resolution**

The OCSA board of trustees will adopt policies and processes for airing and resolving disputes (other than those between Santa Ana Unified School District and OCSA relating to provisions of this charter, which are covered in Element Fourteen (N), above). Parents, students, board members, volunteers and staff at OCSA will be provided with a copy of the School's policies and dispute resolution process and will agree to work within it.

The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. The District may choose to submit disputes that are related to possible violations of the Charter or law or to the operation of the Charter School or the District's oversight obligations to OCSA's principal for resolution according to OCSA's internal dispute resolution process. Should the District receive a complaint regarding OCSA that is referred to OCSA for investigation and/or resolution, OCSA shall provide the District with updates regarding OCSA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that the School's adopted policies and processes fail to resolve the dispute, Santa Ana agrees not to intervene in the dispute without the consent of the School's board unless the matter relates to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations.

OCSA will operate subject to the Educational Employment Relations Act.



## **Funding**

OCSA will act as its own fiscal agent and will receive the maximum revenue provided by law. The School will meet all funding conditions and requirements imposed by city, state or federal mandates.

The school intends to receive funding directly from the State of California through the County Office of Education in accordance with applicable law. Any loan program, grant, or other funding which OCSA obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for OCSA's failure to pay. Future funding requests for City, CDBG, or empowerment zone funds shall be made in cooperation with the District

The OCSA Foundation may secure funding without the pre-approval of the District. OCSA intends to receive funding directly from the State of California through the Orange County Treasurer and Orange County Office of Education in accordance with applicable law.

SAUSD will cooperate with OCSA for the School to receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California in budget acts or local measures, expressly excluding general obligation bonds, if OCSA is eligible under State/District criteria. OCSA will also receive funding from related legislation to the extent that OCSA and its students generate such entitlements.

The School may accumulate financial reserves, revenues in excess of expenditures, without limitation. It may invest its reserves according to OCSA board policies.

OCSA shall pay an annual oversight fee to the District up to any maximum permitted by law (currently described and limited in Education Code Section 47613). OCSA acknowledges that the District's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

The School will purchase and maintain, as set forth in this Charter, general liability, automotive liability, errors and omissions, property, workers compensation, and unemployment insurance policies, either as part of the District's insurance program or another insurance program of the School's selection at limits set forth in this Charter.

No funds from this Charter may be transferred or used to start a new charter in another district without the prior approval of the District Board of Education.

OCSA will specifically state the policy regarding the Extra-curricular Parent Funding Model. Full disclosure of the following information will be made to parents and prospective students prior to enrollment:

- a. Corporate donors to OCSA and/or the OCSA Foundation that have committed through donations and grants to support the OCSA conservatory through the new school year
- b. All money raised and/or donated as part of the parent funding contract is to be included in the Conservatory budget
- c. The average amount of the voluntary commitment of donations or fundraising activities
- d. Availability of student sponsorship through the OCSA Foundation
- e. Participation in and commitment to the Parent Funding Model is strictly voluntary

### **External Grants**

OCSA may apply for and participate in externally funded projects, public or private. The District will support and help the School in applying for externally funded projects. Likewise, the School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

### **Legal Status and Liability**

OCSA will operate as a nonprofit public benefit corporation. As such, no district, particularly its legal sponsor, Santa Ana Unified School District, shall be liable for the debts or obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School.

### **Indemnification**

With the exception of the District's indemnification obligations related to the District's provisions of special education services as specifically described in this Charter's discussion of Special Education Services/Section 504, above, to the fullest extent permitted by law, OCSA agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to Santa Ana Unified School District and hold harmless the Santa Ana Unified School District, the Santa Ana Unified School District's Board of Trustees, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of OCSA, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other OCSA appointed body, and administrators, employees, attorneys, agents, representatives, volunteers,

subcontractors, invitees, successors, and/or assigns of OCSA in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter and/or in any way related to the operation or operations of OCSA or of any other facility, program, or activity. The obligations of OCSA to defend the Santa Ana Unified School District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate OCSA to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of OCSA shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

OCSA further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

OCSA's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. OCSA shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the District proof of its federal and state tax exempt status on or before July 1 following approval of this Charter. Further, OCSA shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol(s) to ensure the District shall not be liable for the operation of the Charter School. Nothing in this paragraph shall serve to reduce or excuse OCSA's obligations to obtain and maintain the insurance required by this Charter and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this Charter.

## **Insurance**

OCSA shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the Santa Ana Unified School District's risk manager and as specified below. OCSA's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation,

expiration, termination, or cancellation of this Charter or any other act or event that would end OCSA's right to operate as a charter school pursuant to this Charter or cause OCSA to cease operations until OCSA has fully complied with the Closure Protocol set forth in this Charter and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of OCSA, throughout the life of the Charter, OCSA shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, Excess Liability coverage shall be procured in the amount of \$20,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of OCSA. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by OCSA in the same manner as (a), (b), and (c) above.

PROFESSIONAL LIABILITY insurance and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$20,000,000. This Professional Liability insurance and/or coverage must be "claims made" and not "claims made and reported."

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the Santa Ana Unified School District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "Santa Ana Unified School District and the Santa Ana Unified School District Personnel") as additional insureds; (b) shall insure Santa Ana

Unified School District and Santa Ana Unified School District Personnel to the same extent as OCSA; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the Santa Ana Unified School District and/or by the Santa Ana Unified School District Personnel shall be in excess of OCSA's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by OCSA; (d) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the Santa Ana Unified School District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the Santa Ana Unified School District by the insurer, OCSA shall also provide the Santa Ana Unified School District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Santa Ana Unified shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the Santa Ana Unified School District's option.

The acceptance by the Santa Ana Unified School District of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of OCSA or of any insurer or joint powers authority to the Santa Ana Unified School District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the Santa Ana Unified School District and/or the Santa Ana Unified School District Personnel are waived.

OCSA shall provide to the Santa Ana Unified School District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the Santa Ana Unified School District within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery

of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of OCSA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of OCSA to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the Santa Ana Unified School District.

OCSA shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against OCSA and/or any obligation of OCSA under the foregoing provisions of this Charter.

Additionally, OCSA shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15450, Title 5 of the California Code of Regulations.

### **School Facilities**

The District agrees that OCSA shall acquire property for OCSA facilities. As a public charter school, incorporated as a public benefit corporation in the State of California, OCSA shall assume any and all liability attendant to the use of the aforementioned property and shall hold the District harmless.

### **Business and Operations Management**

OCSA shall at all times maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to OCSA including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. OCSA shall also maintain its own separate and distinct bank account(s), and OCSA's funds shall not be commingled in a joint bank account with the funds of any other school(s) and shall be kept physically separate from the funds of any other school(s).

At all times OCSA shall submit financial reports for OCSA as a distinct LEA and have audits performed on the financial statements of OCSA. In areas where overlap in purchasing or resource allocation might occur between Orange County School of the Arts and any other school(s) or entities that might be operated by or associated with the OCSA corporation, OCSA

shall develop and provide to the District Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities. In no event shall OCSA develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of this Charter and/or any MOU or other agreement between OCSA and the District.

Should the OCSA corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the Orange County School of the Arts, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, OCSA shall provide to the District a calculation of all costs projected to be shared between OCSA and any other OCSA operated school(s)entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, OCSA shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in OCSA's financial records and reviewed as part of OCSA's annual fiscal audit.

### **Information Exchange**

OCSA agrees to permit the District to inspect and receive copies of all records relating to the operation of OCSA, including financial, personnel, and pupil records. OCSA shall promptly comply with all such reasonable written requests. The records of the School are public records under the California Public Records Act ("CPRA"), however, the District's right to inspect and receive OCSA records is not based on the CPRA, but is based on the District's oversight role over OCSA. In a similar fashion, the District agrees to permit OCSA to inspect and receive copies of all public records of the District.

### **Inspections**

The District may inspect or observe any part of OCSA at any time, but shall endeavor to provide reasonable notice to the OCSA staff prior to any observation or inspection, except those related to students with exceptional needs, unless inspection without prior notice is determined by the District Superintendent or designee to be necessary or appropriate in order to maintain the health, safety or welfare of students, employees, members of the public, or otherwise to comply with the District's oversight obligations. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the mutual consent of the governing board of OCSA, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

### **Term**

OCSA may submit a request for renewal of its Charter between October 1, 2019 and January 31, 2020, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding OCSA's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the

consideration of and action on the renewal request. OCSA understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by OCSA) and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. OCSA further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and OCSA may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

### **Debts and Obligations**

OCSA shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

OCSA shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be OCSA's sole responsibility.

OCSA shall require that the following language is included in any and all contracts it enters into:

The Orange County School of the Arts shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or



ratified by the Santa Ana Unified School District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be the Orange County School of the Arts' sole responsibility.

**Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

## **Appendix 1**

### **§ 15497. Local Control and Accountability Plan and Annual Update Template.**

#### **Introduction:**

**LEA: Orange County School of the Arts    Contact (Name, Title, Email, Phone Number): Benjamin Wolf, Principal. Benjamin.wolf@ocsarts.net    714-560-0900**  
**LCAP Year: 2014-2015**

#### ***Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs should comply with instructions and use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

### **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.*

#### **A. Conditions of Learning:**

**Basic:** *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

**Implementation of State Standards:** *implementation of academic content and performance standards adopted by the state board for all pupils, including English learners. (Priority 2)*

**Course access:** *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

**Expelled pupils (for county offices of education only):** *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

**Foster youth (for county offices of education only):** *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

#### **B. Pupil Outcomes:**

**Pupil achievement:** *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

**Other pupil outcomes:** *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

**Parent involvement:** efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

**Instructions:** Describe the process used to engage parents, pupils, and the community and how this engagement contributed to development of the LCAP or annual update. Note that the LEA's goals related to the state priority of parental involvement are to be described separately in Section 2, and the related actions and expenditures are to be described in Section 3.

**Guiding Questions:**

- 1) How have parents, community members, pupils, local bargaining units, and other stakeholders (e.g., LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, foster youth, foster parents, education rights holders and other foster youth stakeholders, English learner parents, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?

- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representative parents of pupils identified in Education Code section 42238.01?
- 6) In the annual update, how has the involvement of these stakeholders supported improved outcomes for pupils related to the state priorities?

Involvement Process	Impact on LCAP
<p>Throughout the 2013-2014 school year, the Orange County School of the Arts engaged in learning about the Local Control Funding Formula (LCFF) and familiarizing staff with requirements for developing a Local Control Accountability Plan (LCAP).</p> <p>As a school, two way communication about the LCAP was accomplished in the following manner:</p> <ul style="list-style-type: none"> <li>• A Power Point presentation that included information about this process as well as the State’s 8 priorities was presented to stakeholder groups including teachers, parents and the School Board.</li> <li>• Stakeholder groups were consulted throughout the year on suggested spending priorities.</li> <li>• The school’s Curriculum Team and Department Facilitators worked with the school administration throughout the year on the plan.</li> </ul>	<p>In response to the described process, the school crafted the following three (3) goals to be used in the design of the LCAP:</p> <ul style="list-style-type: none"> <li>• Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.</li> <li>• Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</li> <li>• Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.</li> </ul> <p>Discussion of these 3 goals further led to the indicators, spending priorities and programmatic details described in Sections 2 and 3 of the LCAP.</p>

## **Section 2: Goals and Progress Indicators**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, for **each** state priority and any local priorities and require the annual update to include a review of progress towards the goals and describe any changes to the goals.*

**Instructions:** Describe annual goals and expected and actual progress toward meeting goals. This section must include specifics projected for the applicable term of the LCAP, and in each annual update year, a review of progress made in the past fiscal year based on an identified metric. Charter schools may adjust the chart below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33. The metrics may be quantitative or qualitative, although LEAs must, at minimum, use the specific metrics that statute explicitly references as required elements for measuring progress within a particular state priority area. Goals must address each of the state priorities and any additional local priorities; however, one goal may address multiple priorities. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site. The goals must reflect outcomes for all pupils and include specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

### **Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to “Engagement” (e.g., pupil and parent)?
- 4) What are the LEA’s goal(s) to address locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?

- 6) What are the unique goals for subgroups as defined in Education Code sections 42238.01 and 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific predicted outcomes/metrics/noticeable changes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority and/or to review progress toward goals in the annual update?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) In the annual update, what changes/progress have been realized and how do these compare to changes/progress predicted? What modifications are being made to the LCAP as a result of this comparison?

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school								
<b>Metric:</b> Increase % of students scoring proficient or advanced on SBAC. Baseline to be established in 14-15.	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school.	All	OCSA	Yearly	Establish baseline data for ELA and Math SBAC assessment	Increase SBAC scores in ELA by ??% or maintain SBAC proficiency at the top 10% of CA High Schools.  Increase SBAC scores in Math by ??% or maintain SBAC proficiency at the top 10% of CA High Schools	Increase SBAC scores in ELA by ??% or maintain SBAC proficiency at the top 10% of CA High Schools.  Increase SBAC scores in Math by ??% or maintain SBAC proficiency at the top 10% of CA High Schools	<b>Priority 4</b> Pupil Achievement



Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>Metric:</b> Increase % of students scoring proficient or advanced on common assessments for PLC's	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Each Semester	Establish baseline database and continue to create common assessments in core academic subjects	Increase % of students scoring proficient or advanced by 5% or maintain level above 75%	Increase % of students scoring proficient or advanced by 5% or maintain level above 75%	<b>Priority 4</b> Pupil Achievement
<b>Metric:</b> Maintain CAHSEE pass rates at or above 95%	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Maintain current high level of passing percentage.	Maintain current high level of passing percentage	Maintain current high level of passing percentage	<b>Priority 4</b> Pupil Achievement  <b>Priority 8</b> Other Pupil Outcomes

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>Metric:</b> Maintain Advanced Placement (AP) enrollment at or above 50% and increase AP pass rates	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	Increase AP pass rates by 1% in each course annually	<b>Priority 4</b> Pupil Achievement  <b>Priority 7</b> Course Access
<b>Metric:</b> Implement the CCSS for all students	OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school	All	OCSA	Yearly	Provide training and materials for ELA and Math teachers.	Provide training and materials for ELA and Math teachers	Provide training and materials for ELA and Math teachers	<b>Priority 2</b> Implementation of State Standards

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.</b>								
<b>Metric:</b> Students have increased access to technology	OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.	All	OCSA	Yearly	Increase # of computers/ tablets until classes can access them at any time.	Increase # of computers/ tablets until classes can access them at any time.	Increase # of computers/ tablets until classes can access them at any time.	<b>Priority 1</b> Basic  <b>Priority 4</b> Pupil Achievement
<b>Metric:</b> Students continue to have access to text books and relevant learning materials	OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students.	All	OCSA	Yearly	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary.	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary	All students will continue to have access to textbooks and materials. Materials will be reviewed and updated as necessary	

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth</b>								
<b>Metric:</b> Maintain high graduation rates.	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	Yearly	Continue to maintain near perfect graduation rate.	Continue to maintain near perfect graduation rate.	Continue to maintain near perfect graduation rate.	<b>Priority 5</b> Pupil Engagement.
<b>Metric:</b> Decrease % of students chronically absent.	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	6 Week grading periods	Reduce # of students who are chronically absent + total number of absences.	Reduce # of students who are chronically absent + total number of absences.	Reduce # of students who are chronically absent + total number of absences.	<b>Priority 5</b> Pupil Engagement.

Identified Need and Metric	Goals			Annual Update: Analysis of Progress	What will be different/improved for students? (based on identified metric)			Related State and Local Priorities (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	School(s) Affected		LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17	
<b>Metric:</b> Increase time spent supporting students' academic as well as social-emotional needs	OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	All	OCSA	Semester	Student/counselor ration will decrease by 20%. Middle school students will have separate support.	Maintain counselor time spent predominantly on students.	Maintain counselor time spent predominantly on students	<b>Priority 5</b> Pupil Engagement  <b>Priority 6</b> School Climate  <b>Priority 3</b> Parent Involvement  <b>Priority 4</b> Pupil Achievement

### **Section 3: Actions, Services, and Expenditures**

*For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require the LCAP to include a description of the specific actions an LEA will take to meet the goals identified. Additionally Education Code section 52604 requires a listing and description of the expenditures required to implement the specific actions.*

**Instructions:** Identify annual actions to be performed to meet the goals described in Section 2, and describe expenditures to implement each action, and where these expenditures can be found in the LEA’s budget. Actions may describe a group of services that are implemented to achieve identified goals. The actions and expenditures must reflect details within a goal for the specific subgroups identified in Education Code section 52052, including pupils with disabilities, and for specific school sites as applicable. In describing the actions and expenditures that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01, the LEA must identify whether supplemental and concentration funds are used in a districtwide, schoolwide, countywide, or charterwide manner. In the annual update, the LEA must describe any changes to actions as a result of a review of progress. The LEA must reference all fund sources used to support actions and services. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

#### **Guiding Questions:**

- 1) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 2) How do these actions/services link to identified goals and performance indicators?
- 3) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?
- 4) In the annual update, how have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 5) In the annual update, how have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 6) In the annual update, how have the actions/services addressed the identified needs and goals of specific school sites and did the provision of those actions/services result in the desired outcomes?

7) In the annual update, what changes in actions, services, and expenditures have been made as a result of reviewing past progress and/or changes to goals?

A. What annual actions, and the LEA may include any services that support these actions, are to be performed to meet the goals described in Section 2 for ALL pupils and the goals specifically for subgroups of pupils identified in Education Code section 52052 but not listed in Table 3B below (e.g., Ethnic subgroups and pupils with disabilities)? List and describe expenditures for each fiscal year implementing these actions, including where these expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</p> <p>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</p>	<p>Priority 1 Basic</p> <p>Priority 4 Pupil Achievement</p> <p>Priority 2 Implementation Of State Standards</p>	<p>1.Support teachers in deepening their understanding of the Common Core State Standards.</p>	OCSA		<p>Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$20,000 Funding Source CC</p>	<p>Provide professional development on CCSS implementation. Action Learning Synced Solutions. Anticipated Cost: \$8,000 Funding Source CC</p>	<p>Provide professional development on CCSS implementation . Action Learning Synced Solutions. Anticipated Cost: \$8,000 Funding Source CC</p>



Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
		1.Support teachers in deepening their understanding of the Common Core State Standards			New Math Text Book Adoption of CPM. Anticipated Cost: \$100,000 Funding Source: CC	Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GF	Release time to support adoption and to create common math assessments. Anticipated Cost: \$5,000 Funding Source: GF
		1.Support teachers in deepening their understanding of the Common Core State Standards			New Non-Fiction Anthology Text for ELA. Anticipated Cost: \$34,000 Funding Source: CC	Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GF	Release time to support adoption and to create common ELA assessments. Anticipated Cost: \$5,000 Funding Source: GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school  OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students	Priority 4 Pupil Achievement  Priority 2 Implementation Of State Standards	2. Provide ongoing professional development for supporting Advanced Placement instruction			AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.  Anticipated cost: \$3,000  Funding Source:GF	AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.  Anticipated cost: \$3,000  Funding Source:GF	AP summer institute for new AP courses, new teachers of AP and rotation of veteran AP teachers on a 3-5 year basis.  Anticipated cost: \$3,000  Funding Source:GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</p> <p>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</p>	<p>Priority 4 Pupil Achievement</p> <p>Priority 2 Implementation Of State Standards</p>	<p>3. Provide additional computer labs for student and classroom use as well as for SBAC testing.</p>			<p>New MAC lab for Digital Media Conservatory and Academics.</p> <p>Anticipated Cost: \$15,000</p> <p>Funding Source: GF</p>	<p>Possible additional lab to be split between DM and Academics.</p> <p>Anticipated Cost: \$15,000</p> <p>Funding Source: GF</p>	<p>Support and maintain computer labs.</p> <p>Anticipated Cost: \$3,000</p> <p>Funding Source: GF</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
<p>OCSA Goal #1: Ensure all students master their learning objectives, both in the form of State Standards as well as those determined by the school</p> <p>OCSA Goal #2: Ensure access to rigorous and relevant learning tools, resources and skills for all staff and students</p>	<p>Priority 4 Pupil Achievement</p> <p>Priority 2 Implementation Of State Standards</p>	<p>4. Provide 1:1, 1:3, 1:4 personal technology in the form of classroom sets of Chromebooks, and ipads, plus Mobile Chromebook carts for checkout.</p>			<p>2 Mobile Chromebook carts, 3 classroom sets of Chromebooks and 2 classroom sets of ipads.</p> <p>Anticipated Cost: \$50,000</p> <p>Funding source: CC</p>	<p>Additional classroom technology for second round of teachers.</p> <p>Anticipated Cost: \$25,000</p> <p>Funding Source: CC</p>	<p>Additional classroom technology for second round of teachers.</p> <p>Anticipated Cost: \$10,000</p> <p>Funding Source: Program Excellence</p>

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	Priority 4 Pupil Achievement  Priority 5 Pupil Engagement  Priority 6 School Climate  Priority 7 Course Access	5. Hire a part-time staff member to support Admin and Student Services in order to reduce attendance issues administer testing and increase Counselor time with students.			Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF	Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF	Additional 6/5 <sup>th</sup> assignments (1 or 2) in order to monitor student attendance, administer AP testing  Anticipated cost: \$11-22,000  Funding source: GF

Goal (Include and identify all goals from Section 2)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
OCSA Goal #3: Cultivate a positive school culture and system of supports for student personal and academic growth.	Priority 4 Pupil Achievement  Priority 5 Pupil Engagement  Priority 6 School Climate  Priority 7 Course Access	6. Hire an additional Counselor to increase student/counselor time, provide middle school support and lower overall student ratio.			Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF	Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF	Hire additional Counselor for 7 <sup>th</sup> grade, 8 <sup>th</sup> grade and new 9 <sup>th</sup> grade students.  Anticipated cost: \$100,000  Funding Source: GF

B. Identify additional annual actions, and the LEA may include any services that support these actions, above what is provided for all pupils that will serve low-income, English learner, and/or foster youth pupils as defined in Education Code section 42238.01 and pupils redesignated as fluent English proficient. The identified actions must include, but are not limited to, those actions that are to be performed to meet the targeted goals described in Section 2 for low-income pupils, English learners, foster youth and/or pupils redesignated as fluent English proficient (e.g., not listed in Table 3A above). List and describe expenditures for each fiscal year implementing these actions, including where those expenditures can be found in the LEA’s budget.

Goal (Include and identify all goals from Section 2, if applicable)	Related State and Local Priorities (from Section 2)	Actions and Services	Level of Service (Indicate if school-wide or LEA-wide)	Annual Update: Review of actions/ services	What actions are performed or services provided in each year (and are projected to be provided in years 2 and 3)? What are the anticipated expenditures for each action (including funding source)?		
					LCAP YEAR Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
	Priority 1 Basic  Priority 4 Pupil Achievement  Priority 7 Course Access	For low income pupils:  For English learners:  For foster youth:  For Re-designated Fluent English Proficient	OCSA does not currently serve any foster youth or English Learners. Our RFEP and low income students achieve at the same levels as our student population. They have 100% CAHSEE pass rate and graduation rate. These subgroups are held to the same standards as all students and have equal access to the most rigorous course of study.		An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF	An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF	An academic support course was created for any student struggling in ELA. ELL students are specifically covered by this curriculum though we currently do not have any.  Anticipated cost: \$11,000 personnel  Funding Source GF

C. Describe the LEA's increase in funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5). Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496. For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas. (See 5 CCR 15496(b) for guidance.)

The Orange County school of the Arts has a full inclusion program for ALL students and therefore, all increase in LCAP funds are used to support instruction in all core academic classrooms. We have a Director of Student Services who is responsible for monitoring the academic of all student sub-groups to insure that they are performing at the same level as students identified in the State's priority areas.

D. Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

The full inclusion model has all of the school's low income pupils, foster youth, and English learners participating in our regular education programs with additional support as needed from school staff.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 63



## EXHIBIT “A”

### **Coordinator of Special Education Orange County School of the Arts Job Description**

#### **Basic Function:**

Provide leadership for special education support services at Orange County School of the Arts (“OCSA”); assign and evaluate support staff and administer the implementation of services according to current state and federal laws, and District policies and procedures; provide coordination, program development, and evaluation, serve as the liaison with the Santa Ana Unified School District’s (“District”) special education department regarding all matters relating to special education services for OCSA students. The Coordinator of Special Education for OCSA will serve under the direction of the Assistant Superintendent of Pupil Personnel Services for the District, or his/her designee.

#### **Representative Duties:**

Supervise assigned employees; provide technical direction and guidance; provide required supervision to support staff personnel for licensure and certification of clinical competency. Conduct observations, conferences and evaluations of support staff; monitor implementation of pupils’ Individualized Education Programs through classroom observations, consultation with staff, and review of documentation. Identify training needs for support staff and provide for and conduct training. Direct and monitor record keeping performed by staff for required data and ongoing evaluation of program effectiveness. Organize and coordinate the preparation of District and site Coordinated Compliance Reviews of Special Education performed by the California State Department of Education; monitor legal maintenance of records and prepare required reports. Meet with teachers regarding program planning for individual students (e.g. additional intervention strategies, behavioral concerns, inclusion of students in the least restrictive environment, etc.). Serve as liaison with the District’s special education department regarding expulsions and suspensions of special education pupils. Coordinate the child find effort for evaluations of students not currently identified as students with disabilities attending OCSA. Respond to questions and concerns regarding support services from parents, community, site administrators, and District administrators. Perform related duties as assigned and/or necessary and appropriate in order to assure OCSA’s compliance with state and federal law and District special education policies and procedures.

#### **Knowledge and Abilities:**

##### **Knowledge of:**

- Applicable sections of State Education Codes, including eligibility criteria for special education
- State and federal laws regarding identification and placement process, including alternative assessments and alternative service delivery models

- School District organization, operations, objectives and procedures for identification and placement of students in special education
- Statistical methods and principles
- Rights and due process of special education students
- Principles and practices of administration, supervision, and training
- Record-keeping techniques
- City and community cultures
- Student needs of differing socioeconomic and ethnic backgrounds
- Technology
- State standards and assessments
- Social, cultural, and linguistic diversity of District, city and community

Ability To:

- Organize and coordinate
- Work cooperatively with others
- Communicate effectively both orally and in writing
- Plan and supervise work
- Train and supervise personnel
- Provide adequate clinical supervision of, and certify staff according to professional regulations and procedures
- Maintain records and prepare reports
- Work confidentially and with discretion
- Perform statistical calculations
- Maintain appropriate staff relationships
- Work effectively with administrators, staff, parents and community and in multicultural and bilingual environments
- Effectively interpret and analyze data and/or assessments

- Perform the essential functions of the job, either with or without reasonable accommodations

**Education and Experience:**

A Master's degree in counseling, psychology, or communicative disorders and at least five years experience in special education as support staff.

**Licenses and Other Requirements:**

Required to have all of the following:

- California Administrative credential
- Pupil Personnel Services credential (authorizing service as a school psychologist) or Communicative Disorders credential
- Valid California driver's license
- Biliterate (English/Spanish) desirable

**Working Conditions:**

Environment:

Indoor environment

Driving a vehicle to conduct work

Physical Abilities:

Hearing and speaking accurately to exchange information and make presentations

Seeing to read a variety of materials and to drive a vehicle

Sitting or standing for extended periods of time

Bending at the waist, kneeling or crouching to file materials

Lifting or moving objects, normally not exceeding 20 pounds

Reasonable accommodation will be made to enable a person with a disability to perform the essential functions of the job



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Ratification of Collective Bargaining Agreement and Tentative Agreement for the 2014-2015 Openers with California School Employees Association, and its Chapter 41**

**ITEM:**                   **Action**

**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 is to seek Board ratification of the Collective Bargaining Agreement and the Tentative Agreement for the 2014-15 openers with California School Employees Association, and its Chapter 41.

Under the provisions of Government Code Section 3457.5, local educational agencies are required to publicly disclose the provisions of all collective-bargained agreement before entering into a written agreement.

**RATIONALE:**

The agreement culminates a lengthy process that allowed both parties to address many contractual language concerns as listed in the attached agreement.

**FUNDING:**

General Fund

**RECOMMENDATION:**

Ratify the Collective Bargaining Agreement and Tentative Agreement for the 2014-2015 openers with California School Employees Association, and its Chapter 41.

  
MAM:nr

Agreement Between  
Santa Ana Unified School District (SAUSD)  
and  
California School Employees' Association (CSEA)

And its Chapter 41

June 12, 2015

RE: Reopener Agreement

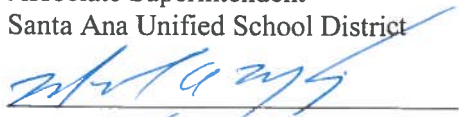
CSEA, its chapter #41 and SAUSD agree to the following:

The following attached packet constitutes the complete understanding/re-opener agreement between the parties established during the recently concluded negotiations. The articles are as follows;


1. Article 3.4, Compensatory Time
2. Article 4, Wages and Wage Provisions
3. Article 8.2.5.2, Work Calendar
4. Article 9, Evaluation Procedure
5. Article 17, Association Rights
6. Article 19, Head Start/State Preschool

Signed by:

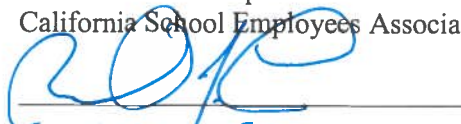
Mark A. McKinney  
Associate Superintendent  
Santa Ana Unified School District

  
\_\_\_\_\_  
6/16/15  
\_\_\_\_\_  
Date

Lupe Valencia  
Interim President #41  
California School Employees Association

  
\_\_\_\_\_  
6-16-15  
\_\_\_\_\_  
Date

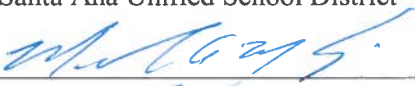
Michael J. Leon  
Labor Relations Representative  
California School Employees Association

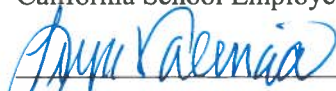

  
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6-16-15  
\_\_\_\_\_  
Date

Tentative Agreement Between  
Santa Ana Unified School District (SAUSD)  
And  
California School Employees' Association (CSEA)  
and its Chapter 41  
June 12, 2015

The parties agree to the following:

1. The attached Explanation Summary of May 27, 2015.
2. The attached Work Calendar for 2015/2016 School Year.
  - a. The District agrees to reconvene in September 2015 to discuss the DSO calendar.
3. Article 19, Section 19.6.2 Probationary Unit Members
  - a. Employees hired as of August 29, 2014 shall serve an 18 month probationary period.
  - b. Employees hired as of July 1, 2015 shall fall under the new evaluation period.
  - c. In accordance to Article:
    - i. 12.1.1 If during the life of this Agreement any of its provisions should be rendered invalid or its compliance therewith restrained by operation of law or by any tribunal of competent jurisdiction, such invalidation or restraint shall not invalidate any remaining portions which shall continue in full force and effect.
    - ii. 12.1.2 In the event of invalidation of any Article or Section of this Agreement, the parties shall, upon request of one party, meet within thirty (30) days to negotiate with respect to the means of compliance therewith.
  - d. The Parties agree to engage in Article 19 in the 2016/2017 negotiation session.
4. Mr. McKinney has agreed with the Head Start/State Preschool Committee to meet on July 16, 2015 to review the Head Start Budget.
5. The Collective Bargaining Agreement shall be "zipped" to all terms and conditions until July 1, 2016. The parties agree to engage in Salary, Health and Welfare plus two additional articles for the 2016/2017 school year.
6. No later than May 31, 2016, each party shall present proposals for successor agreement.:

Mark A. McKinney  
Associate Superintendent  
Santa Ana Unified School District  
  
\_\_\_\_\_  
6/16/15  
\_\_\_\_\_  
Date

Lupe Valencia  
Interim President #41  
California School Employees Association  
  
\_\_\_\_\_  
6-16-15  
\_\_\_\_\_  
Date  
Michael J. Leon  
Labor Relations Representative  
California School Employees Association  
  
\_\_\_\_\_  
6-16-15  
\_\_\_\_\_  
Date

Explanation Summary of May 27, 2015 Tentative Agreement  
Between Santa Ana Unified School District (SAUSD) and California School Employees' Association (CSEA)  
And its Chapter 41

1. Commencing July 1, 2015 there shall be an increase of 5.5% on each cell of the classified bargaining unit salary schedule.
  - All CSEA Bargaining Unit Members will receive a 5.5% salary increase to their base salary. The salary increase will become effective July 1, 2015.
2. Commencing July 1, 2015, work calendars for all bargaining unit members other than 12 months 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.
  - All CSEA Bargaining Unit Members working less than 12 months per school year will have 1.5 days added to their work year calendar to be used for Professional Development. The 1.5 days will be paid at the employee's regular hourly rate. This 1.5 days is ongoing. The 1.5 Professional Development day will be provided on the Classified Work Year Calendar.
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.
  - The hours of a "duty day" is determined by the normal work hours of a normal workday in the normal work assignment of each CSEA Bargaining Unit Member. The 1.5 Professional Development days provided in this agreement are the normal work hours of one (1) day, plus half (1/2) of the normal day work hours.
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.
  - The only change to employee benefits in this section will increase the work hours from 4 hours to 6 hours per day in order for an employee to be eligible for medical benefits. No employee who currently has medical benefits will be affected by this section. All other provisions of Article 11.0, Employee Benefits, of the CSEA/SAUSD Collective Bargaining Agreement and any existing MOUs will remain in effect.
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.
  - All Bargaining Unit Members have scheduled set holidays provided that holidays occur during the unit member's scheduled work year (i.e., 9 months, 9.5 months, 10 months, 10.5 months, 11 months, 11.5 months, 12 months). These holidays are: Independence Day; Labor Day; Veteran's Holiday; Thanksgiving Day; Thanksgiving Holiday (in lieu of Admission Day); Christmas Day; Winter Holidays; New Year's Day; Martin Luther King, Jr. Holiday; Lincoln's Holiday, Washington's Holiday; and Memorial Day. In addition, this section will provide all 12 month Bargaining Unit Members July 5 as an annual fixed holiday. If July 5 falls on a Saturday or Sunday, the July 5 fixed holiday will be observed on the immediate next work day. This fixed holiday, July 5, is ongoing. The fixed holiday, July 5, will be provided on the Classified Work Year Calendar.



**Santa Ana Unified School District  
CLASSIFIED TRADITIONAL CALENDAR  
2015-2016**

**Reporting Date and Final Service Date  
Clerical/Secretarial**

9.5 months .....	9/01/15-6/16/16
10 months .....	9/01/15-6/30/16
10.5 months .....	8/17/15-6/30/16
11 months .....	8/03/15-6/30/16
11.5 months .....	7/17/15-6/30/16
12 months .....	7/01/15-6/30/16

**INSTRUCTIONAL ASSISTANTS**

Instructional Assistants .....	9/01/15-6/16/16
Adult Transition .....	8/20/15-6/06/16
Middle College .....	8/24/15-6/10/16

**Instructional Assistants Non-Duty Days**

Elementary Instructional Assistants.....	12/14/15
Intermediate Instructional Assistants.....	10/30/15
High School Instructional Assistants.....	1/29/16
All Sites .....	4/01/16

**LIBRARY MEDIA TECHNICIAN**

10 months .....	8/25/15-6/23/16
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**COMPUTER TECHNICIAN**

10 months.....	8/25/15-6/23/16
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**Central Kitchen Staff**

10 months .....	8/18/15-6/16/16
11.5 months. 237 work days, 11 non duty days.....	07/01/15-6/30/16
12/21-23, 12/28-29, 2015 .....	5 days
4/01/2016 & 4/4-8, 2016 .....	6 days

**CUSTODIAL STAFF**

11.5 months. ....	7/17/15-6/30/16
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**SCHOOL POLICE SERVICES**

**DISTRICT SAFETY OFFICERS**

**10 months 7/1/15 to 6/30/16 205 work days**  
With 43 Non-Duty Days without pay as follows:

7/16-8/21, 2015 .....	27 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
1/29/2016 .....	1 day
4/4-8, 2016 .....	5 days
6/17/2016 .....	1 day
6/20/2016 .....	1 day

**10.5 months 7/1/15 to 6/30/16 215 work days**  
With 33 Non-Duty Days without pay as follows:

7/27-8/21, 2015 .....	20 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
4/4-8, 2016 .....	5 days

**11 months 7/1/15 to 6/30/16 226 work days**  
With 22 Non-Duty Days without pay as follows:

8/4-14, 2015 .....	9 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
4/4-8, 2016 .....	5 days

**HEAD START/ECE/CAL-SAFE STAFF**

Teachers Staff .....	8/31/15-6/17/16
Head Start Classroom .....	8/31/15-6/17/16
ECE Classroom Staff .....	8/31/15-6/17/16
CAL-SAFE Classroom Staff .....	8/31/15-6/17/16

**HOLIDAYS**

Independence Day .....	7/3/15
Fixed Holiday for 12 Month Employees .....	7/6/15
Labor Day .....	9/7/15
Veteran's Day .....	11/11/15
Thanksgiving Holiday .....	11/26-27/15
Winter Holiday .....	12/24-25 & 12/30-31/15
New Year's Day Holiday.....	1/01/16
Martin Luther King, Jr. Day.....	1/18/16
Lincoln's Birthday Holiday .....	2/12/16
Washington's Birthday Holiday.....	2/15/16
Memorial Day .....	5/30/16

**NON-STUDENT RECESS DAYS**

Winter .....	12/21-23 & 12/28-29/15
Spring .....	4/4-8/16

1.5 Professional Development Days to be added to work year calendar for less than 12 month employees.

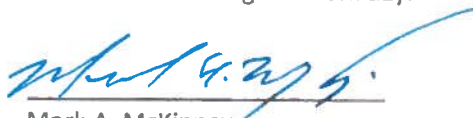


Tentative Agreement Between  
Santa Ana Unified School District (SAUSD)  
and  
California School Employees' Association (CSEA)

And its Chapter 41

May 27, 2015

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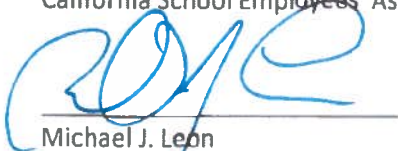
Mark A. McKinney  
Associate Superintendent  
Santa Ana Unified School District

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

**Santa Ana Unified School District  
CLASSIFIED TRADITIONAL CALENDAR  
2015-2016**

Reporting Date and Final Service Date  
Clerical/Secretarial

9.5 months .....	9/01/15-6/16/16
10 months .....	9/01/15-6/30/16
10.5 months .....	8/17/15-6/30/16
11 months .....	8/03/15-6/30/16
11.5 months .....	7/17/15-6/30/16
12 months .....	7/01/15-6/30/16

**INSTRUCTIONAL ASSISTANTS**

Instructional Assistants .....	9/01/15-6/16/16
Adult Transition .....	8/20/15-6/06/16
Middle College .....	8/24/15-6/10/16

**Instructional Assistants Non-Duty Days**

Elementary Instructional Assistants.....	12/14/15
Intermediate Instructional Assistants.....	10/30/15
High School Instructional Assistants.....	1/29/16
All Sites .....	4/01/16

**LIBRARY MEDIA TECHNICIAN**

10 months .....	8/25/15-6/23/16
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**COMPUTER TECHNICIAN**

10 months.....	8/25/15-6/23/16
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**Central Kitchen Staff**

10 months .....	8/18/15-6/16/16
11.5 months. 237 work days, 11 non duty days.....	07/01/15-6/30/16
12/21-23, 12/28-29, 2015 .....	5 days
4/01/2016 & 4/4-8, 2016.....	6 days

**CUSTODIAL STAFF**

11.5 months. ....	7/17/15-6/30/16
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**SCHOOL POLICE SERVICES**

DISTRICT SAFETY OFFICERS

**10 months 7/1/15 to 6/30/16 205 work days**  
With 43 Non-Duty Days without pay as follows:

7/16-8/21, 2015 .....	27 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
1/29/2016 .....	1 day
4/4-8, 2016 .....	5 days
6/17/2016 .....	1 day
6/20/2016 .....	1 day

**10.5 months 7/1/15 to 6/30/16 215 work days**  
With 33 Non-Duty Days without pay as follows:

7/27-8/21, 2015 .....	20 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
4/4-8, 2016 .....	5 days

**11 months 7/1/15 to 6/30/16 226 work days**  
With 22 Non-Duty Days without pay as follows:

8/4-14, 2015 .....	9 days
11/23-25, 2015 .....	3 days
12/21, 12/22, 12/23, 12/28, 12/29, 2015.....	5 days
4/4-8, 2016 .....	5 days

**HEAD START/ECE/CAL-SAFE STAFF**

Teachers Staff .....	8/31/15-6/17/16
Head Start Classroom .....	8/31/15-6/17/16
ECE Classroom Staff .....	8/31/15-6/17/16
CAL-SAFE Classroom Staff .....	8/31/15-6/17/16

**HOLIDAYS**

Independence Day .....	7/3/15
Fixed Holiday for 12 Month Employees .....	7/6/15
Labor Day .....	9/7/15
Veteran's Day .....	11/11/15
Thanksgiving Holiday .....	11/26-27/15
Winter Holiday .....	12/24-25 & 12/30-31/15
New Year's Day Holiday.....	1/01/16
Martin Luther King, Jr. Day.....	1/18/16
Lincoln's Birthday Holiday .....	2/12/16
Washington's Birthday Holiday.....	2/15/16
Memorial Day .....	5/30/16

**NON-STUDENT RECESS DAYS**

Winter .....	12/21-23 & 12/28-29/15
Spring .....	4/4-8/16

1.5 Professional Development Days to be added to work year calendar for less than 12 month employees.



# SANTA ANA UNIFIED SCHOOL DISTRICT

## CLASSIFIED PERFORMANCE APPRAISAL

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

TIME: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

District ID #: \_\_\_\_\_

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

School or Department: \_\_\_\_\_

Period Covered by Appraisal \_\_\_\_\_ to \_\_\_\_\_

Probationary Period:  3rd  5th  9th Month

Promotional Trial Period:  3rd  5th Month

Permanent Status Recommended:  Yes  No

Permanent Appraisal

Appraisal Code:

1 = Exceeds Expectations

2 = Meets Expectations

3 = Needs Improvement

4 = Unsatisfactory

5 = Not Applicable

Note:

1. Ratings of "3" or "4" for permanent unit members must be supported by a "Strategy for Assistance" form, unless termination is recommended.

2. Appraisal documents are to be typed.

1 2 3 4 5

NA

NA

NA

NA

NA

### A. PERSONAL QUALIFICATIONS

1 Attends regularly

2 Notifies school/department in a timely manner when absent

3 Adheres to arrival, lunch, rest-period and departure times

4 Learns and complies with procedures, policies, rules and regulations

5 Is appropriately dressed and groomed

1 2 3 4 5

### B. EFFECTIVENESS

1 Uses good judgment in performance of work

2 Displays tact, courtesy, and positive attitude

3 Performs work in reasonable amount of time

4 Responds professionally to supervision

5 Works well with or without direct supervision

6 Interprets situations and responds to problems appropriately

7 Performs assigned job responsibilities

8 Organizes work efficiently

9 Adheres to safety practices and proper use of job-related equipment

10 Communicates and works effectively and cooperatively with students

11 Communicates and works effectively and cooperatively with staff

12 Communicates and works effectively and cooperatively with the community/public

13 Accepts suggestions, new ideas, and change

14 Continues to acquire skill mastery and maintenance levels appropriate to experience on the job

15 Demonstrates initiative, versatility, and adaptability

Personal Qualifications/Effectiveness (Supporting Statements):



# SANTA ANA UNIFIED SCHOOL DISTRICT

## CLASSIFIED PERFORMANCE APPRAISAL

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

TIME: \_\_\_\_\_

Input may have been obtained from supervisor(s) site administrator(s) and/or teacher(s) Reviewed by  Manager  Personnel

Signature of Administrator/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Administrator/ Supervisor (Please Print): \_\_\_\_\_

As provided for in Education Code Section 44031, you may respond to this evaluation and all supporting attachments within ten (10) days. This performance report and all attachments will be placed in your personnel file **with** or **without** your signature at the end of the ten (10) day period.

Attachment  Yes  No

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

SAUSD  CSEA 

Date \_\_\_\_\_  
Time \_\_\_\_\_

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And it's Santa Ana Chapter 41  
Counter-Proposal to  
Santa Ana Unified School District  
Re-opener 2015-2016  
June 7, 2015

**17.0 ASSOCIATION RIGHTS**

CSEA's response is for this Article to remain status quo.

**SAUSD response is for this Article to remain status quo.**

SAUSD Proposal to CSEA

3/13/15

17.3.4 The District shall provide the CSEA Chapter President ten (10) days per month of District-paid release time for the purposes of transacting association business. The Superintendent may grant additional days based upon the reasonable rational presented by CSEA.

17.3.4.1 The Association President's designee (s) shall be provided up to one hundred (100) days of release time at no loss of salary or other benefits, with the cost of the substitute borne by the Association. Release time that mutually benefits both the Association and the District (i.e. H.B.A., Member Representation, contract negotiations Interview Panels, etc) shall not count toward the one hundred (100) days.

17.3.4.1.2 No individual unit member shall be released for such purposes more than ten (10) days in any one school year.

17.3.5 The District shall provide twenty (20) release days per school year to be used at the discretion of the Association president

SAUSD  CSEA 

SAUSD Counter Proposal to  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
And it's Santa Ana Chapter 41  
June 12, 2015

HEAD START/STATE PRESCHOOL TEACHERS

**19.0 Head Start/State Preschool**

19.0.1 General Provisions

- 19.0.1.1 Head Start/State Preschool classified employees and teachers shall constitute a ~~sub~~-bargaining unit of CSEA Chapter 41 **and shall be limited to the rights provided to them under this Article, California Education Code, and applicable labor law unless otherwise enumerated within the article.**
- 19.0.1.2 Classified Employees shall have one or more members on the bargaining team for matters relating to classified Head Start/State Preschool classified employees.
- 19.0.1.3 Head Start/State Preschool teachers shall have one or more members on the bargaining team for matters relating to classified Head Start/State Preschool teachers.
- 19.0.1.4 ~~Article 19 shall be distributed on a limited basis to unit members in the Head Start/State Preschool sub-unit, and appropriate administration personnel.~~
- 19.0.1.5 Classified Employees
- 19.0.1.5.1 All provisions of the Articles 1 through 18 shall apply to the classified employees in the **Head Start/State Preschool** sub-unit, except for:
- 19.0.1.5.1.1 ~~New members of the Head Start/State Preschool sub-unit members would be eligible (if working ~~four~~ **six (6)** or more hours) for the least expensive medical and dental programs offered by the District.~~
- 19.0.1.5.1.2 ~~Current members who are in the least expensive plans may not change to more expensive plans.~~ **Said unit members shall be permitted to purchase other District offered insurance plans at the difference**



between the cost of those plans and the lowest cost HMO.

- 19.0.1.5.2 Annual salaries and step increases are subject to negotiations.
- 19.0.1.6 Head Start/State Preschool Teachers and Site Supervisors Lead Teachers.
- 19.0.1.6.1 Any reference herein to Head Start/State Preschool teachers shall be construed to also refer to Lead Teachers Site Supervisors.
- 19.0.1.6.2 The preceding Articles of this agreement shall be applicable to Head Start/State Preschool Teachers:
- i. Article 1 – Recognition (as modified to establish Head Start/State Preschool the sub-unit)
  - ii. Article 2 – Definitions (with no additions or modifications)
  - iii. Article 4 – Wages and Wage Provisions (with additions in 19.2 below)
  - iv. Article 5-Safety Conditions (with the additions in 19.3 below)
  - v. Article 7 – Leaves (with the additions in 19.5)
  - vi. Article 8 – Vacations and Holidays (only 8.2 shall apply to Head Start/State Preschool Teachers)
  - vii. Article 10 – Grievance Procedure (with no additions or changes)
  - viii. Article 11 Employee Benefits (with references to Head Start/State Preschool employees in that section as appropriate)
  - ix. Article 12 – Miscellaneous Provisions (with additions in 19.7)
  - x. Article 13 – No Concerted Activities (with no additions or changes)
  - ~~xi. Article 14 – Term of Agreement and Reopener (with additions in 19.8)~~
  - xii. Article 15 – Disciplinary Procedures (with additions in 19.9)
  - xiii. Article 16 – Layoff and reemployment (with modification in 19.10)
  - xiv. Article 17 – Association Rights (with no additions or modifications)
  - xv. Article 18 – Management Rights (with no additions or modifications)

- xvi. Information Section (with no additions or modifications)
- 19.0.1.6.3 The following preceding Articles of this agreement shall not be applicable to Head Start/State Preschool Teachers and **Lead Teacher Site Supervisors**, and are replaced with subsequent sections in Article 19
  - i. Article 3 – Hours of Work (replaced with 19.1)
  - ii. Article 6 – Transfer and Promotional Procedures (replace with 19.4)
  - iii. Article 8 – Vacations and Holidays (no replacement section)
  - iv. Article 9 – Evaluation Procedures (replace with 19.6 below)
- 19.0.1.6.4 Head Start/State Preschool Teachers shall negotiate wages and benefits as participants of the **Head Start/State Preschool** sub-unit, and working conditions as agreed in Article 14 and modified in 19.8.

## 19.1 HOURS OF WORK

This section replaces Article 3 for Head Start/State Preschool Teachers

### 19.1.1 Work Year

- 19.1.1.1 Head Start/State Preschool Teachers shall render 184 duty days of service except those at sites that are designated 12 months.
  - 19.1.1.1.1 Additional days at their daily rate of pay may be agreed upon between the Head Start/State Preschool Teacher and his/her supervisor.
  - 19.1.1.1.2 When additional days beyond those stated above are assigned and compensatory time off is to be provided, such assignments and compensatory time off shall be by mutual agreement of the Head Start/State Preschool Teacher and administrator.
- 19.1.1.2 A joint committee of the Association and the District will develop the calendars for Head Start/State Preschool for the term of this Agreement no later than April 15 of the previous year unless mutually agreed to later. The calendar shall comply with the requirements of the grants that fund the program.
- 19.1.1.3 Prorated sick leave shall be provided for those Head Start/State

Preschool Teachers working beyond a regular contract as follows:

Days Contract Extended	Sick Leave Earned
1-2	.1
3-4	.2
5-6	.3
7-8	.4
9-10	.5
11-12	.6
13-14	.7
15-16	.8
17-18	.9
19-20	1.0

19.1.2 Work Day

- 19.1.2.1 Head Start Teachers and **Lead Teachers** ~~site supervisors~~ shall work 8 hours per day. State Preschool teachers shall work 7.8 hours per day.
- 19.1.2.2 Head Start/State Preschool teachers and **Lead Teachers** ~~site supervisors~~ shall receive a fifteen (15) minute rest period during the first four hours and again during the last four hours of each eight (8) hour day. Part time employees of six hours or less shall receive one fifteen (15) minute rest period during the first four (4) hours.
- 19.1.2.3 Each unit member shall have at least a 30 minute duty-free, uninterrupted lunch period.
- 19.1.2.3.1 It is the intent of the District and the Association that Head Start/State Preschool Teachers shall perform such professional responsibilities as necessary to meet the needs of the educational program of the District. All planning periods are intended to be used for teachers' preparation and/or professional development and are considered to be a professional obligation.
- 19.1.2.4 The instructional day for Head Start/State Preschool Teachers shall conform with the required minutes provided in grants that fund the programs. The duty day for each unit member, excluding the duty-free lunch, shall include the instructional day for each unit member as well as all those times when the unit member's presence is required for staff meetings, site functions, and student supervision, with the stipulations listed below:

- a. In general, Head Start/State Preschool Teachers shall be required to attend staff meetings, faculty meetings, department meetings, and other administratively-called meetings.
- b. The Head Start/State Preschool Teacher shall be responsible for meeting all duties (as defined in this Article), whether required by the site administration, the State of California, or the Administration for Children and Families relevant to their assignment.

19.1.2.5 ~~When any Head Start/State Preschool Teacher is supervising another Head Start/State Preschool Teacher's class the regular teacher shall be free to pursue professional duties elsewhere on site.~~

19.1.2.6 The following activities shall be in conformity with the Head Start/State Preschool Teachers' job description and other duties necessary for the proper operation of the school program. The service shall be without additional monetary compensation **when completed within their normal duty day** and may include but not be limited to such activities as parent conferences, committee work (e.g., evaluation of student performance, staff/departmental/faculty meetings, and professional growth/in-service meetings).

19.1.2.7 Each unit member shall daily indicate that he/she has reported for and left from duty. The method is to be determined by the Child Development Coordinator with input from the staff.

19.1.2.7.1 Unless otherwise directed or approved, on in-service, staff development, or other duty days when assigned students are not in attendance, Head Start/State Preschool Teachers shall be expected to report to their work assignment or other assigned location no later than they would report if regular classes were in session with assigned students.

19.1.2.8 The Child Development Coordinator shall determine the beginning and ending time for Head Start/State Preschool Teachers. Flexible starting and ending times may be made by the Child Development Coordinator for the convenience of individual Head Start/State Preschool Teachers if the needs of the District continue to be served.

### 19.1.3 Meetings/Activities

19.1.3.1 Reasonableness shall prevail in calling required meetings and extending meetings beyond one hour after the end of the instructional day for the majority of Head Start/State Preschool Teachers. Whenever possible,

reasonable efforts will be made to end meetings and activities involving Head Start/State Preschool Teachers before dark.

19.1.3.2 The following would not be considered applicable to provisions under 19.1.3.1:

- a. Any meetings or activities not called by the Child Development Coordinator.
- b. Voluntary attendance at meetings and activities.

19.1.4 Reporting Tardiness and Work Absence – Employees who are unable to come to work as scheduled shall notify their supervisor as soon as possible but no later than one hour prior to their regularly schedule work starting time, and give an acceptable explanation. If the regular supervisor cannot be reached, a message should be left with the designated person.

## 19.2 WAGES AND WAGE PROVISIONS

19.2.1 All provisions of Article 4 shall apply, with the addition of the following:

19.2.2 Column Movement

19.2.2.1 Acceptable Units/Degrees

19.2.2.1.1 Units/Degrees obtained must be taken from or accepted by a college or university accredited by the Western Association of Schools and Colleges or an accrediting agency of similar status.

19.2.2.2 Approval of Units/Degrees

19.2.2.2.1 Credit will be given for units taken to qualify for an Associates (AA) or Bachelors (BA), ~~Master's~~ degree in conjunction with the Child Development Teaching Credential. Permit.

19.2.2.3 Procedures for Column Change

19.2.2.3.1 Column change will be effective (no retroactivity) the first of the month following receipt in Human Resources of:

- a. Proof of advancement to a higher level of credential in the Child Development Teacher Matrix
- b. Official transcript bearing seal and signature of registrar
- c. Course approval forms where required

- d. Verification under 19.2.2.2.1 where required. Temporary verifications (grade reports, letters, unofficial transcripts, etc.) will not be acceptable.

19.2.3 Step Movement

- 19.2.3.1 Unit members become eligible for annual step movement upon having served seventy-five percent (75%) of the duty days in the school year in the regular assignment.
- 19.2.3.2 Step, column, and longevity advancement for qualified unit members shall be implemented for the duration of the Agreement.

19.2.4 Regular Salary Schedule

- 19.2.4.1 The ~~2014-2015~~ 2010-2014 salary schedule for all sub-unit members in the Head Start/State Pre-school Program shall be increased by **5.5 percent on each cell of the Preschool Programs Classified Programs Salary Schedule**, an amount equal to 4.9% (3.06% permanent and 1.84% (1) one-year only) increase over the ~~2010-2011~~ salary schedule effective July 1, 2009. (Reference Appendix 2 and 3)
- 19.2.4.2 All Head Start and State Pre-School Teachers shall receive an additional increase over the ~~2014-2015~~ 2010-2014 salary schedule effective July 1, ~~2015~~ 2009 based upon their placement upon the Head Start/State Preschool Teacher and Site Supervisor-Lead Teacher salary schedule based upon the following educational achievements (Reference Appendix 2 and 3):

Position	Degree Achieved	% Salary Increase
<del>Lead Teacher</del>	<del>Masters</del>	<del>10%</del>
Site Supervisor Lead Teacher	BA	6.0%
Site Supervisor Lead Teacher	AA	3.000%
<del>Teacher</del>	<del>Masters</del>	<del>8.0%</del>
Teacher	BA	5.0%
Teacher	AA	2.5%
<del>Teacher Aide</del>	<del>AA</del>	<del>2.5%</del>

- 19.2.4.3 Extended Work Year – Unit members whose regular assignment is extended beyond their normal work year shall be paid for the additional days at their regular daily rate, and shall be credited with additional sick leave as indicated in 8.1.5.

19.2.5 Overtime Hourly Rate Factors

19.2.5.1 ~~Hourly Rates are established by dividing the per diem rate by the daily contract hours multiplied by the additional hours worked. Refer to Article 3.3 Overtime~~

19.2.6 Compensatory Time

19.2.6.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

19.2.6.2 At the time the unit member is offered an overtime assignment, the Child Development Coordinator shall inform the unit member if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

19.2.6.3 Compensatory time shall be taken at a time mutually acceptable to the unit member and the District within the current pay period or next two (2) pay periods (two months) from the date in which it was earned. If the compensatory time has not been taken within the above stated time, the District shall pay the unit member for all such time at the appropriate overtime rate.

19.3 SAFETY CONDITIONS

This section adds to all provisions in Article 5 for Head Start/State Preschool Teachers

19.3.1 Infectious and Contagious Diseases: Upon a request from a unit member, the Head Start/State Preschool nurse or site supervisor shall investigate reports of pupils who suffer from contagious or infectious diseases. If, upon investigation, the pupil is found to suffer from a disease which would constitute a threat to the safety of a unit member, then the District shall take such action as necessary to remedy the problem. If the site supervisor takes any action, the Head Start/State Preschool nurse shall be notified. Upon consultation with the Head Start/State Preschool nurse, the site supervisor shall notify appropriate unit members, including those directly involved with the pupil.

19.3.1.1 If, upon arrival, a pupil's records indicate that the student is suffering from a contagious or infectious disease, the site administrator shall inform and consult with the school nurse and notify appropriate unit members, including those directly involved with the pupil.

19.3.1.2 The Head Start/State Preschool Nurse shall be given the option of receiving the Hepatitis B vaccine at District expense as a prevention of Hepatitis B through reasonably anticipated blood borne exposure. If other sub-unit members reasonably believe that their required job duties include

potential for occupational exposure, they shall be given the option of receiving Hepatitis B at District expense.

- 19.3.1.3 The District expects specialized health care services to be performed by designated classified staff and nurses as necessary. Specialized health care includes, but is not limited to: diapering, dispensation of medications, catheterizations, Credé, injections, ileostomies, colostomies, gastrostomies, tracheostomies, suction, oxygen administration gavage, feeding and draining.
- 19.3.1.4 The District shall offer training annually on Universal Precautions.
- 19.3.1.5 Parent/student confidentiality, as required by law (i.e., HIV) shall prevail regarding the above matters.

### 19.3.2 Personal Property Reimbursement

- 19.3.2.1 Unit members who bring personal property to the work site to be used as an integral part of and necessary to the educational program shall be reimbursed for any verified loss, damage or destruction by malicious acts of others including arson, burglary, or vandalism. "Verified Loss" shall be defined for purposes of this article as any personal property with a monetary value of \$25.00 or more that is unusable for the educational program or purpose the unit member provided it for. Reimbursement is subject to the following conditions strictly construed:
  - 19.3.2.1.1 Written approval for the use of the personal property in the schools was given by the site administrator before the property was brought on District premises or before used while performing services for the District. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The value of the property shall be stated on the request form. The reimbursement value shall be determined as of the time of the verified loss and shall include normal allowance for depreciation.
  - 19.3.2.1.2 Reasonable care shall be taken by the unit member to adequately protect such property while it is on school property. Reimbursement shall be conditioned upon the absence of negligence by the unit member.
  - 19.3.2.1.3 The form to list private property shall be available at each site's office.
  - 19.3.2.1.4 Only personal property in excess of \$25.00 shall be considered for reimbursement.



- 19.3.2.1.5 The maximum reimbursement for any one incident shall be \$1,000.00. Requests for reimbursements of amounts over \$1,000.00 shall be submitted to the Superintendent who shall consider the request and render a decision.
- 19.3.2.1.6 Under no circumstances shall these sections be interpreted to apply to a unit member's vehicle.
- 19.3.2.1.7 An Unusual Occurrence Report shall be filed with the site administrator by the unit member within five (5) calendar days of the incident.
- 19.3.2.1.8 The Risk Management Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the unit member seeking reimbursement.

19.3.3 Pest Eradication

- 19.3.3.1 The District shall make reasonable efforts to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. Insecticides/poisons utilized on District property shall only occur in strict compliance with applicable laws.

19.4 TRANSFER, PROMOTION, AND REASSIGNMENT PROCEDURES

This section replaces Article 6 for Head Start/State Preschool Teachers

19.4.1 Definitions of Terms

- 19.4.1.1 Transfer: Transfer is the change of a unit member from one site to another. A transfer may be unit member initiated or District initiated.
- 19.4.1.2 Opening. An opening is a position at a site without an assigned unit member.
- 19.4.1.3 Temporary Reassignment. The deployment of an employee from a lower classification in a higher classification for a finite period of time.
- 19.4.1.4 Promotion. The permanent elevation of an employee to a higher classification.

#### 19.4.2 Effect of a Unit Member Transfer Request

- 19.4.2.1 A unit member who has applied for a transfer to a specific vacancy or opening shall not, as a result of having filed for a transfer, be removed from his/her current assignment until the transfer has been decided.

#### 19.4.3 Notification of Reasons

- 19.4.3.1 When a request for unit member initiated transfer is denied for reasons other than lack of a vacancy, District management shall, upon request, provide unsuccessful applicants with a statement of reasons for denial of their request for transfer based on the criteria listed in this Article.

#### 19.4.4 Transfer

##### Unit Member Initiated Transfer

##### 19.4.4.1 Posting of Vacancies

- 19.4.4.1.1 As vacancies become known, they shall be posted at each open school site, Human Resources, and sent to the Association office. The vacancy notice shall include the position, location (if known), level or subject matter of assignment, credential and other requirements, and the closing date of the posting period, which shall be a minimum of ten (10) duty days after the initial posting date of the vacancy notice, or five (5) days under unusual circumstances (i.e. at the beginning of the year when there are many vacancies).

- 19.4.4.2 Requesting a Transfer-Unit member may request a transfer by via the following procedures.

- 19.4.4.2.1 Unit members may apply for transfer to any specific vacancy for which they are qualified during the time the vacancy is posted.
- 19.4.4.2.2 Unit member initiated transfers shall be reviewed and a decision made prior to filling vacancies.
- 19.4.4.2.3 If a vacancy occurs during the school year after the first semester or second trimester, and a unit member is selected to transfer to the assignment, such transfer may occur during the school year if the Child Development Coordinator and the transferee agree. If both principals do not agree, the selected unit member shall transfer at the end of the school year.

- 19.4.4.2.4 Permanent unit members requesting to transfer shall be considered, if qualified, prior to considering new hires.
- 19.4.4.3 District management shall select the most qualified unit member or applicant who has applied for the vacancy based upon the following criteria:
  - 19.4.4.3.1 Posted qualifications for the vacancy including experience, appropriate credentials, and any special qualifications for the vacant position.
  - 19.4.4.3.2 Posted educationally-related needs of the district and/or affected schools for grade level and/or subject area.
  - 19.4.4.3.3 Legal requirements for grade level and/or subject area.
  - 19.4.4.3.4 Review of evaluations and/or personnel files.
  - 19.4.4.3.5 Years of experience in the District. If two (2) or more applicants are equally qualified, seniority in the District shall be the determining factor.
- 19.4.4.4 Other provisions relating to unit member initiated transfer.
  - 19.4.4.4.1 Transfer requests shall be filed at Personnel Services.
  - 19.4.4.4.2 At any time prior to the granting of a transfer, the transfer requests may be withdrawn by the unit member.

District-Initiated Transfers

- 19.4.4.5 District initiated transfer caused by declining enrollment, enrollment shifts, budgetary considerations, or site closures shall be determined as follows:
  - 19.4.4.5.1 Prior to initiating a District-initiated transfer; the District shall seek appropriate volunteers from within the site or department.
  - 19.4.4.5.2 All other factors being equal, the unit member who has the least seniority within the department or site from which a transfer must take place shall be transferred first.
  - 19.4.4.5.3 Unit members subject to transfer under this section shall receive priority over unit member initiated transfer for existing vacant positions for which they are qualified.
  - 19.4.4.5.4 Unit members shall not be subject to a District-initiated transfer more than once during a school year. (NOTE: Applies to transfers

for declining enrollment, enrollment shifts, or budgetary considerations).

- 19.4.4.5.5 In the event a site shuts down, and there are no openings to absorb the unit members to be transferred, the employees to be transferred shall displace the junior most employees in their classification, as per the layoff provisions of the agreement.
  - 19.4.4.6 District-initiated transfers caused by curricular modifications and/or other educationally-related needs of the District and/or affected schools may be recommended at any time. Such transfers shall not be arbitrary or capricious.
  - 19.4.4.7 A District-initiated transfer shall not result in loss of annual contract salary, or any health and welfare benefits negotiated in this Agreement.
  - 19.4.4.8 Unit members transferred under 19.4.4.6 above shall be given priority consideration over other unit member initiated transfers to be returned to the original school site when a vacancy is available for which they are qualified and for which they apply.
  - 19.4.4.9 District initiated transfers shall not be arbitrary, capricious or discriminatory.
- 19.4.5 Temporary Reassignment
- 19.4.5.1 The District will make a good faith effort to minimize temporary reassignments. If affected unit members believe abuse of the practice is evident, and the immediate supervisor does not rescind the reassignment, then an appeal may be made to the Division Superintendent for review. Summer reassignments are not subject to this provision.
  - 19.4.5.2 Site/department unit members shall have equitable access to temporary reassignment opportunities. All qualified site/department unit members in appropriate classifications shall be given fair consideration for such assignments. Unit members not selected for a temporary reassignment may file a written request for a written statement of reasons for non-selection. Non-unit members shall not be offered temporary reassignments over qualified bargaining unit members.
  - 19.4.5.3 Any unit member assigned by the District to a higher classification shall be paid a salary assigned to the higher position on the lowest step which will give an increase over the unit member's regular salary. This increase shall be no less than the difference between step 5 and step 6 of the higher classification, but no more than step 6 of the higher classification.

This section effective only if such assignment is three (3) consecutive days, or an accumulation of more than 5 days in a 15 day working period.

19.4.5.4 When a unit member is temporarily reassigned to a position in a lower salary classification (summer assignment), the unit member shall retain his/her grade and step.

19.4.6 Promotions

19.4.6.1 All promotional opportunities shall be posted at every site for a minimum of ten (10) duty days prior to being filled.

19.4.6.2 The following procedures shall serve as guidelines for all promotions:

19.4.6.2.1 Permanent unit members may apply for promotional positions. Probationary unit members may apply as a new hire.

19.4.6.2.2 All qualified applicants for the posted position will be interviewed.

19.4.6.2.3 Efforts will be made to interview candidates for the promotional position utilizing similar questions developed from the same guidelines and/or job description.

19.4.6.2.4 The unit member with the greatest seniority shall be given priority consideration.

19.4.6.2.5 All unit members not selected for promotion after the final interview may request an interview through Human Resources to discuss improvements that will assist the unit member in future promotions.

19.4.7 Filling of Vacancies

19.4.7.1 The interview panel, if utilized for the filling of any vacancy, shall be comprised of at least one employee who has the skills, or has performed the specific job duties of, or the actual position being filled. This does not apply to entry level positions.

~~19.4.8 Head Start/State Preschool Parent Policy Committee.~~

~~19.4.8.1 The District shall bring all promotions, transfers, selections, and temporary assignments to the Parent Policy Committee within thirty (30) days~~

~~19.4.8.2 The Parent Policy Committee must approve any and all promotions, transfers, selections, and temporary assignments before they become final.~~

~~19.4.8.3~~ The decision of the Parent Policy Committee shall not be subject to the grievance procedure.

~~19.4.8.4~~ Disputes arising out of the parent [policy committee approval process shall be resolved via AR 4129.1, Head Start/State Preschool Program Personnel Dispute/Impasse Resolution

## 19.5 LEAVES

This section adds to all provisions in Article 7 for Head Start/State Preschool Teachers

### 19.5.1 Professional Development

19.5.1.1 The District may grant a unit member an unpaid leave of absence of one (1) year (renewable with permission for an additional year) to pursue a District-approved program of professional development which may include, but not be limited to, additional schooling and/or training, research, participation in faculty exchange programs, or travel related to the unit member's present assignment

19.5.1.1.1 Other leaves of absence shall be considered if they are related to the educational needs and/or programs of the District.

### 19.5.2 General Provisions

19.5.2.1 A condition of each leave is that the credential or permit held at the time the leave was granted, properly authorizing service, must be maintained in full force by the unit member.

19.5.2.2 Only permanent unit members are eligible to apply for an unpaid leave (exception: Family Care and Medical Leave).

19.5.2.3 All leave requests shall carry a statement of recommendation by the immediate supervising administrator with reasons therefore.

19.5.2.4 All requests shall be considered by the Deputy Superintendent and the Superintendent prior to submitting to the Board of Education.

19.5.2.5 Generally, leaves shall be a minimum of one (1) semester and a maximum of two (2) semesters and will begin and end on semester dates. Unusual circumstances may be considered to waive this requirement. Upon written request, consideration will be given to extending unpaid leaves to a maximum of two years.

19.5.2.6 A unit member on unpaid leave must serve at least 75% of the duty days required for that year in order to receive credit for one year's experience.

- 19.5.2.7 At the end of the leave, the District shall make a good faith effort to assign the returning unit member to a position which was held at the time the leave was granted.
- 19.5.2.8 Unless circumstances preclude, all leave applications must be submitted ten (10) weeks prior to the beginning of the leave (except for Family Care and Medical Leave).
- 19.5.2.9 The unit member on leave must notify the Human Resources Office and the Child Development Coordinator of his/her intention to return to the District at the expiration of the leave or resign from the District. On semester leaves, the above date shall be November 1. The District will deem that the unit member has abandoned employment if he/she fails to notify the Human Resources Office as required.
- 19.5.2.10 After a leave has been approved; the District is under no obligation to return the unit member to service sooner than the ending date of the leave.
- 19.5.2.11 No leave shall be recommended unless the Child Development Coordinator has determined that a competent replacement is available.
- 19.5.2.12 A unit member on leave shall have the option to continue any health benefits negotiated in this Agreement at his/her own expense. Payments for these benefits shall be made in advance to cover a six (6) month span of time. Unit members on leave may elect to pay monthly for benefits, at 102% of the monthly cost basis.
- 19.5.2.13 Extension of leaves, upon request, shall be at the discretion of the District.

### 19.5.3 Other Leaves and Absences

- 19.5.3.1 A request for any leave or absence not covered by the terms of this Agreement may be considered by the District on an individual basis (e.g., Professional Conference Absence, National Voluntary Service Leave).

## 19.6 EVALUATION PROCEDURES

- 19.6.1.1** **The purpose of evaluation is to monitor, improve and support instruction. Toward this end, program administrators and preschool teachers will collaborate, utilizing research-based, best practice teaching and learning methodologies and pedagogy.**

19.6.1.2 No later than twenty-five (25) duty days following commencement of duties, the unit member and program administrator shall meet to review and discuss the Evaluation Plan (Appendix 4) for the ensuing year.

19.6.2 Probationary Unit Members

19.6.2.1 Probationary Unit members shall receive a formal written appraisal of their performance after the unit member has worked three months, five months, and nine months, provided the unit member is employed at these times.

19.6.2.2 Evaluation dates may be extended an amount equal to a unit member's absence days incurred during the evaluation period with the approval of the Associate Superintendent, Human Resources.

19.6.2.3 A probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month, fifth month and ninth month of the formal written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the ensuing year.

19.6.2.4 A probationary unit member who receives any "needs improvement" and/or an "unsatisfactory" rating in the third month, fifth month and/or ninth month of the formal written appraisals may be recommended for "termination" or may be recommended for a second-year an additional six months (second phase) on probationary status.

19.6.2.5 A probationary unit member who is on year two "second phase" an additional six months probationary status shall receive a formal written appraisal of their performance after the unit member has worked an additional three months, ~~five months, and nine months of the their~~ second year "second phase" an additional six months in probationary status.

19.6.2.6 An year two "second phase" additional six months probationary unit member who receives all, or a combination of, "meets expectations" and/or "exceeds expectations" rating in the third month, ~~fifth month and ninth month~~ formal written appraisals shall be deemed qualified and recommended for permanency status beginning the first duty day of the ensuing year seventh month.

~~19.6.2.7 A year two probationary unit member who receives any "needs improvement" rating in the third month, fifth month and/or ninth month formal written appraisals may be recommended for~~



**~~"termination" or may be recommended for permanency status for the ensuing year.~~**

19.6.2.8 **~~An year two "second-phase" additional six months~~ probationary unit member who receives any "unsatisfactory" rating in the third month, ~~fifth month and/or ninth month~~ formal written appraisal will be recommended for termination.**

19.6.2.9 Head Start/State Preschool Teachers may be released without cause at any time during their probationary period.

### 19.6.3 Permanent Unit Members

19.6.3.1 **Permanent Unit Members shall receive a formal written appraisal of their performance twice once (1) a school year. Permanent Unit Members shall be formally observed at least once (1) but no more than twice (2) per year, prior to the evaluation. The first formal written appraisal shall be completed at or near the end of the first semester, which shall be completed between December 1 and January 30. The second formal written appraisal shall be completed at or near the end of the second semester, which shall be completed between **February 1** April 4 and May 30.**

~~This section replaces Article 9 for Head Start/State Preschool Teachers~~

### 19.6.4 Evaluation Plan

19.6.4.1.1 ~~No later than forty five (45) duty days following commencement of duties, the unit member and the evaluator shall meet and attempt to agree mutually upon the unit member's objectives for the ensuing school year, which will form the basis of the evaluation. Any major negotiated changes in the Evaluation Article shall be discussed in this meeting unless previously presented.~~

19.6.4.1.2 ~~The objectives shall be specified in writing. In the event the written objectives are not mutually agreed upon, the designated evaluator may attach up to two (2) additional objectives, and one objective for each "unsatisfactory" or "needs to improve" received in the preceding evaluation.~~

a- ~~Within five (5) duty days following receipt of the modified objectives, the unit member may submit to the designated evaluator written constraints which the unit member feels will prevent him/her from attaining the stated objectives.~~

b- ~~Any objectives with attachments shall be sent to the Chief Academic Officer or designee.~~

- 19.6.1.3 ~~The designated evaluator shall consider a unit member's written request for a change in evaluators if such request includes reasons. If the designated evaluator denies a request, the unit member may appeal to the Deputy Superintendent Curriculum and Instruction/\*Chief Academic Officer.~~
- 19.6.1.4 ~~Portfolio assessment of students could become a part of the unit member's evaluation process if initiated and identified by the unit member as an objective.~~
- 19.6.1.5 ~~The evaluation process shall include the California Standards of the Teaching Profession to the extent required by law. The procedure for incorporating the California Standards into the evaluation process shall be that which is agreed to by the District for regular teachers.~~

#### 19.6.2 Formal Observations

- 19.6.2.1 ~~Formal observation shall emphasize the unit member's primary assignment.~~
  - a. ~~Formal classroom observations shall last for at least fifteen (15) minutes and no more than sixty (60) minutes.~~
  - b. ~~Unit members shall have no more than four (4) formal observations per each evaluation unless:~~
    - 1. ~~The unit member was rated "unsatisfactory" or "needs to improve" in one or more areas in previous observations; or~~
    - 2. ~~The unit member has received a statutory notice under Education Code Section 44938, or equivalent for Head Start/State Preschool, if and as applicable.~~
- 19.6.2.2 ~~After each formal observation, the evaluator shall present a written report of the observation to the unit member within ten (10) working days following the observation. A post-observation conference shall be held to discuss and review the observation and/or report. The unit member shall sign the written observation report indicating that he/she has read the report; the signature does not necessarily indicate the unit member's agreement with the report.~~
- 19.6.2.3 ~~If the observation discloses in writing specific areas in which improvement is needed, the evaluator shall make written suggestions and offer positive assistance aimed at achieving the needed improvement; insofar as practical, the evaluator shall outline in writing the nature of the assistance~~

~~to be offered. The unit member shall take affirmative action to correct any deficiencies.~~

19.6.2.4 ~~Unsatisfactory Observations~~

- a. ~~Any performance marked "unsatisfactory" or "needs to improve" shall be accompanied by specific written suggestions to assist the unit member in upgrading performance.~~

19.6.3 ~~Final Evaluations~~

19.6.3.1 ~~Any Formal Observation Report that has a "needs to improve" or "unsatisfactory" mark shall not be used on an Evaluation unless at least one follow up observation has been conducted.~~

19.6.3.2 ~~The final evaluation summary shall be submitted to the unit member no later than thirty (30) duty days preceding the close of the school year and three (3) days prior to the evaluation conference. The evaluator and the unit member shall meet to review the report. Within five (5) duty days thereafter, the unit member shall sign the report indicating only that he/she has read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the unit member's agreement with the evaluation. The unit member's written response, if any, shall be attached to the report and become a permanent part thereof.~~

19.6.3.3 ~~Probationary, temporary, and emergency credentialed unit members shall be evaluated no more than twice annually.~~

19.6.3.4 ~~Permanent unit members who have taught in the District at least three consecutive preceding years shall be evaluated at least once every other school year. Evaluators may waive formal evaluation for up to 100% of those permanent unit members with a satisfactory evaluation for the previous year.~~

19.6.4 ~~PROBATIONARY AND PERMANENT UNIT MEMBERS~~

19.6.4.1 ~~The appraisal form represents the supervisor's current evaluation of the unit member's performance. No attempt is to be made to average out past and present performance.~~

19.6.4.2 ~~Any ratings of "Needs Improvement or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Any prior documentation and/or prior discussions (within the evaluation period) regarding the behavior shall be provided with the~~

evaluation. In addition, the Strategy for Assistance Form shall include specifics regarding unacceptable conduct. (i.e. occurrences)

~~9.3.1.2 Any ratings of "Exceeds Expectations" shall include in the comments area of the Performance Appraisal (or an attachment) examples that the unit member exceeds performance expectation(s).~~

19.6.4.3 For permanent employees, prior discussion and/or documentation shall have occurred before "Needs Improvement" or "Unsatisfactory" is designated in the evaluation procedure.

19.6.4.4 When assessing an employee's performance as less than satisfactory, the evaluator shall not merely repeat the evaluation descriptor for that line item on the strategy for assistance form.

19.6.4.5 The unit member's supervisor shall complete the appraisal form.

~~9.3.3 The appraisal is to be completed in triplicate. One copy to be forwarded to the Human Resources Office, where it will become a part of the unit member's personnel file. The original, white copy is to be given to the unit member at the time it is signed and the third copy retained in the school or department file.~~ **Copies of the appraisal will be provided to the unit member at the time it is signed; Human Resource Office, where it will become a part of the unit member's personnel file; and a copy will be retained in the school or department file.**

19.6.4.6 An appraisal interview is to be held between the unit member and the supervisor for the purpose of discussing the completed form. Following the interview, the unit member will be given an opportunity to add any comments. The unit member shall be given fifteen (15) duty days not counting the day of the meeting to consider the appraisal before commenting. All copies are to be signed by the unit member and the evaluator.

19.6.4.7 If the unit member does not agree with the evaluation, this disagreement should be written in the comments area at the time the evaluation is signed. The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member.

19.6.4.8 All unit members shall have the right to review and respond, on the evaluation form or with attachments, to the evaluation.

19.6.4.9 Any negative evaluation shall include specific recommendations for improvements unless termination is being recommended.

- 19.6.4.10 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator.
  - 19.6.4.11 The unit member shall be given reasonable time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
  - 19.6.4.12 If any information/material is to be used on an evaluation from a source other than the immediate supervisor, a copy of the information/material must be given to the unit member ten (10) duty days before it is used in the evaluation process so the unit member has an opportunity to attach a written response. (Added to Appraisal Form)
  - 19.6.4.13 An appraisal form may be completed at any time the supervisor believes the employee or the District will benefit from performance appraisal.
  - ~~9.3.11 Upon the supervisor's recommendation and Division Superintendent's approval, a permanent unit member may be evaluated once every two (2) years.~~
    - ~~9.3.11.1 This waiver may be removed and evaluation procedures begun at any time during the year, if deemed necessary by the supervisor and approved by the Division Superintendent.~~
    - ~~9.3.11.2 Notification of the removal of the waiver shall be made to the unit member with reason(s) in writing following the Division Superintendent's approval.~~
  - 19.6.4.14 The contents of an evaluation is specifically excluded from the grievance/arbitration section except when not in compliance with relevant laws or statutes. Violations of procedures within this Article are subject to the grievance procedure.
- 9.4 ~~The parties agree to establish a committee, with equal membership of GSEA and SAUSD (2 for GSEA and 2 for SAUSD), with the sole purpose of revising the existing evaluation form to allow for one rating for exceeding and for one rating for meeting standards. Further, the committee will align the negotiated evaluation form with current job performance standards and what is occurring in other districts throughout the State. The committee will complete this process by August 1, 2010 and the parties will negotiate in order for the revised evaluation form to be used during the 2010-2011 school year.~~

19.6.5 General Provisions

19.6.5.1 Evaluation Forms- Forms used in the evaluation process shall be the forms currently utilized and any proposed changes shall be mutually developed prior to implementation.

19.6.5.2 Source of Evaluative Data – No information or material gathered from sources other than designated evaluators or site supervisors shall be utilized in an observation or evaluation.

~~19.6.5.2.1 Input received from site supervisors shall be considered within the overall working relationship of the site supervisor and the teacher being evaluated.~~

19.6.5.2.2 If any information/material is to be used on an evaluation from a source other than the evaluator, a copy of the information/material must be given to the unit member ten (10) days before it is used in the evaluation process so the unit member has an opportunity to attach a written response.

19.6.5.3 Grievance Procedure Utilization – The use of the grievance procedure for this Article shall be limited to the procedure outlined in the evaluation process. Unit members who grieve evaluations shall concurrently proceed with improving noted deficiencies while the grievance is being processed.

#### 19.6.5 Personnel File

19.6.5.1 All materials in the personnel file of unit members which may serve as a basis for affecting their employment status are to be made available for inspection by the unit member involved.

19.6.5.2 The materials referred to in the foregoing statement (19.6.5.1 above) are not to include ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

19.6.5.3 Every unit member shall have the right to inspect such materials upon request, provided that the request to inspect such materials is made at a time when such person is not actually required to render service to the District.

19.6.5.4 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, but such review shall take place during normal business hours,

and the unit member shall be released from duty for this purpose without salary deduction.

19.6.5.4.1 Information placed in the personnel file under Section 19.6.5.4 shall carry the date stamp of the office of Human Resources

19.6.5.5 When commendatory materials are submitted to District office personnel, a copy shall be sent to affected unit member(s) within ten (10) working days.

#### 19.6.6 Concerns/Complaints Against Unit Members

19.6.6.1 Initial presentation of concern; Any person other than a student wishing to present a concern/complaint is to present the concern/complaint, within 15 days after becoming aware of the circumstances creating the concern/complaint, first to the unit member who is the subject of the concern/complaint.

19.6.6.2 If the concern is not resolved after presentation to the unit member, or if the concerned person chooses not to present the concern to the unit member, the concern may be presented to the Child Development Coordinator.

19.6.6.2.1 The Child Development Coordinator shall encourage the concerned person and the unit member to meet and discuss the concern. If such meeting is not held, the administrator shall proceed to investigate the concern with due respect to the confidentiality of the issues and parties involved.

19.6.6.2.2 The findings of the investigation shall be communicated to the parties after which the administrator shall encourage a joint meeting of the administrator, unit member, and concerned person to discuss the concern and findings.

19.6.6.3 If the concerned person is not satisfied with the resolution of the concern, he/she shall be instructed of the procedure to file a written complaint with the Superintendent. If such a written complaint is filed, a copy shall be forwarded to the unit member and the investigation of the complaint shall proceed as specified in Board Policies/Regulations.

19.6.6.3.1 Upon request of the unit member, a conference shall be conducted in an effort to resolve the complaint. If the complainant does not attend the conference, the complaint will be deemed withdrawn and not entered into the unit member's personnel file and the procedure under this article will be terminated.

19.6.6.3.2 In the event that the conference has not resolved the complaint and the District determines that it may take disciplinary action short of termination against the unit member, such action shall be taken only in accordance with §19.9, Discipline.

19.6.6.4 Representation: Unit members are entitled, upon request, to representation during any meetings/conferences conducted under these provisions. Administrators will make a good faith effort to remind unit members of their right to representation, but failure to do so will not be considered prejudicial to the District.

19.6.6.5 Records of complaints: If an investigation by the District shows that the complaint has no merit, no reference or record of the complaint shall be included in the unit member's personnel file.

19.6.6.6 Anonymous complaints: Anonymous complaints shall not be processed pursuant to the provisions of this article.

19.6.6.7 Unit member response; Unit member shall be entitled to respond in writing to any complaints lodged under this procedure and to have such response attached to any written material relating to complaints hereunder.

19.6.6.8 Other procedures: The District retains the right to pursue other legal procedures where independent investigation proves that the complaint has merit.

## 19.7 MISCELLANEOUS PROVISIONS

19.7.1 This section shall be in addition to Article 12 of the agreement

19.7.2 Conflict

19.7.2.1 In the event a conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

19.7.2.2 In the event a conflict between the terms of this Agreement and any statutory regulation, the statutory regulation shall prevail.

## 19.8 ~~TERM OF AGREEMENT AND REOPENER~~

~~19.8.1 This section shall be in addition to Article 14 for Head Start/State Preschool Teachers~~

~~19.8.2 For 2003-2004, in addition to agreements made in Article 14, the parties shall negotiate wages and Health and Welfare benefits, and each party shall be entitled to open three (3) articles that are specific to Head Start/State Preschool Teachers.~~



## 19.9 DISCIPLINARY PROCEDURES

19.9.1 This section shall be in addition to Article 15 for Head Start/State Preschool teachers.

### ~~19.9.2 Probationary Employees~~

~~19.9.2.1 Head Start/State Preschool Teachers shall serve a probationary period of two (2) years during which time an employee can be released without cause.~~

### 19.9.3 Permanent Employees

19.9.3.1 Notice: In order to be timely filed, a charge shall be initiated no later than twenty-five (25) duty days following the act or occurrence upon which the charges are based, or twenty-five (25) days following the date the District reasonably should have known of the act or occurrence.

### ~~19.9.4 Head Start/State Preschool Parent Policy Committee~~

~~19.9.4.1 The Child Development Coordinator shall obtain approval from the Parent Policy Committee to discipline employees with demotion or termination before the employee is charged and given his appeal, or his rights to a Skelly hearing.~~

~~19.9.4.2 If the employee exercises his rights to a Skelly hearing, and the Skelly officer finds that the proposed discipline should not be pursued, or an alternative should be pursued, the Child Development Coordinator shall bring the Skelly officer's response back to the Parent Policy Committee.~~

~~19.9.4.3 The Parent Policy Committee shall review the Skelly officer's findings, and then determine if they concur, or disagree.~~

~~19.9.4.4 If the Parent Policy Committee disputes the findings of the Skelly officer, then the District shall utilize AR 4129.1, Head Start/State Preschool Program Personnel Dispute/Impasse Procedure to resolve that dispute prior to pursuing or imposing the discipline with the employee.~~

~~19.9.4.5 If the Parent Policy Committee concurs with the findings of the Skelly officer, then the disciplinary proceedings shall proceed through §15.8.~~

## 19.10 LAYOFF AND RE-EMPLOYMENT

19.10.1 This section shall be in addition to Article 16 for Head Start/State Preschool Teachers.

Date \_\_\_\_\_  
Time \_\_\_\_\_

19.10.2 The notice of layoffs shall be not less than sixty (60) days in advance of the effective date of the layoff unless notification about funding is received by the District at a time that such notice is not possible. This section replaces §16.2.1 of the agreement. §16.2.1.1 shall apply to Head Start/State Preschool teachers.



# SANTA ANA UNIFIED SCHOOL DISTRICT

## HEAD START/STATE PRESCHOOL TEACHER EVALUATION FORM

School Year (Required):

---

Employee:	School Dept.:	Assignment:
<input type="checkbox"/> Permanent <input type="checkbox"/> Mid Year <input type="checkbox"/> Annual	<input type="checkbox"/> Probationary Period <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 5 <sup>th</sup> <input type="checkbox"/> 9 <sup>th</sup> Month <input type="checkbox"/> Year 1 <input type="checkbox"/> Year 2 Permanent Status Recommended <input type="checkbox"/> Yes <input type="checkbox"/> No	

1 = Exceeds Expectations, 2 = Meets Expectations, 3 = Needs Improvement, 4 = Unsatisfactory, 5 = Not Applicable  
Ratings of "3" or "4" must be supported by a "Strategy for Assistance" form, unless termination is recommended

### 1.0 ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING INSTRUCTIONAL SUPPORT

#### Concept Development

- 1.1
- Teacher uses discussions and activities that encourage analysis and reasoning and uses knowledge of students to engage them in learning.
  - Provides opportunities for students to be creative and generate their own ideas and products
  - Links concepts and activities

#### Quality of Feedback

- 1.2
- Teacher scaffolds for students that are having a hard time understanding a concept or completing an activity.
  - There frequent feedback loops –back and forth exchanges between the teacher and the student
  - Teacher queries the students or prompts students to explain their thinking and rationale for responses and actions.
  - Teacher provides additional information to expand on students understanding or actions
  - Teacher offers encouragement of students efforts that increases students involvement and persistence

#### Language Modeling

- 1.3
- There are frequent conversations in the classroom
  - Teachers ask many open ended questions
  - Teacher repeats or extends the student responses
  - Teacher maps their language actions and students actions through language and description
  - Teacher use advance language with the students

### 2.0 CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING- EMOTIONAL SUPPORT

#### Positive Climate

- 2.1
- Teacher and students enjoy warm supportive relationships with one another
  - There are frequent displays of positive affect by the teacher and or the students
  - There are frequently positive communications verbal or physical, among teachers and students
  - Teacher and students demonstrate respect for one another

**Teacher Sensitivity**

- |     |   |
|-----|---|
| 2.2 | <ul style="list-style-type: none"> <li>Teacher is aware of the students that need extra support assistance or attention</li> <li>Teacher is responsive to the students and matches his or her support to their needs and abilities</li> <li>Teacher is effective at addressing students problems and concerns</li> <li>Students appear to be comfortable seeking support from sharing their ideas with and freely respond to the teacher.</li> </ul>                    |
| 2.3 | <ul style="list-style-type: none"> <li><b>Regard for Student Perspectives</b></li> <li>Teacher is flexible in his or her plans and goes along with students ideas and organizes instru around students interest</li> <li>Teacher provides consistent support for student autonomy and leadership</li> <li>There are opportunities for student talk and expression</li> <li>The students have freedom of movement and placement during activities and lessons</li> </ul> |
| 2.4 | <ul style="list-style-type: none"> <li>Teacher employ classroom routines, procedures, norms, and supports for positive behavior to ens climate in which all students can learn</li> </ul>   |

**3.0 CLASSROOM ORGANIZATION**

**Behavior Management**

- |     |   |
|-----|---|
| 3.1 | <ul style="list-style-type: none"> <li>Rules and expectations for behavior are clear and consistently enforced</li> <li>Teachers are proactive and monitors the classroom effectively to prevent problems from developing</li> <li>Teacher redirects misbehavior by focusing on positives and making use of subtle cues.</li> <li>Behavior management does not take time away from learning</li> <li>There are few instances of student misbehavior in the classroom</li> </ul> |
|-----|---|

**Productivity**

- |     |  |
|-----|--|
| 3.2 | <ul style="list-style-type: none"> <li>Teacher provides activities for the students and deal effectively with disruptions and managerial ta</li> <li>Children know what is expected of them and how to go about doing it</li> <li>Transitions are quick and efficient</li> <li>Teachers are prepared for activities and lessons</li> </ul> |
|-----|--|

**Instructional Learning Formats**

- |     |   |
|-----|---|
| 3.3 | <ul style="list-style-type: none"> <li>Teacher actively facilitates students engagement in activities and lesson's to encourage participatio and expanded involvement</li> <li>Teacher uses a variety of modalities; auditory, visual, and movement materials to effectively interes students and gain their participation during activities</li> <li>Students are involved and interested in activities and lessons</li> <li>Teacher focuses students attention toward learning objectives and/or the purpose of the activities</li> </ul> |
| 3.4 | <ul style="list-style-type: none"> <li>Using and adapting resources, technologies, and standards-aligned instructional materials, including adopting materials, to make subject matter accessible to all students</li> </ul>  |
| 3.5 | <ul style="list-style-type: none"> <li>Addressing the needs of English learners and students with special needs to provide equitable acces the content</li> </ul>   |

**4.0 PLANNING INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS**

- |     |  |
|-----|--|
| 4.1 | <ul style="list-style-type: none"> <li>Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> </ul> |
| 4.2 | <ul style="list-style-type: none"> <li>Establishing and articulating goals for student learning</li> </ul>   |
| 4.3 | <ul style="list-style-type: none"> <li>Adapting instructional plans and curricular materials to meet the assessed learning needs of all stud</li> </ul>                                      |

**5.0 ASSESSING STUDENT FOR LEARNING**

- 5.1 • Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 • Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 • Reviewing data to monitor student learning
- 5.4 • Using assessment data to establish learning goals to plan, differentiate, and modify instruction
- 5.5 • Using available technologies as applicable to assist in assessments, analysis, and communication of student learning
- 5.6 • Using assessments information to share timely and comprehensible feedback with students and their families

**6.0  
DEVELOPING  
AS A  
PROFESSIONAL  
EDUCATOR**

- 6.1
- 6.2 • Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 • Working with families to support student learning
- 6.4 • Engaging local school communities in support of the instructional program
- 6.5 • Managing professional responsibilities to maintain motivation and commitment to all students
- 6.6 • Demonstrating professional responsibility, integrity, and ethical conduct
- 

COMMENTS:

Employee response Attached: Yes  No   
Additional Pages Attached: Yes  No

As provided for in Education Code Section 44031, you may respond to this evaluation and all supporting attachments within ten (10) days. This performance report and all attachments will be placed in your personnel file with or without your signature at the end of the ten (10) day period.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

The unit member shall sign the appraisal with the understanding that the unit member's signature does not mean the unit member is in agreement with the evaluation, only that the evaluation has been discussed with the unit member

DISTRIBUTION: Employee \_\_\_\_\_ Evaluator Administrator \_\_\_\_\_ Personnel File \_\_\_\_\_  
CSEA \_\_\_\_\_, SAUSD \_\_\_\_\_, June 12, 2015

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Compensation Increase for Management, Supervisory, and Confidential Employees not Represented by a Union**

**ITEM:**                   **Action**

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of compensation increase equal to that of California School Employees Association, Chapter 41 (CSEA) for all Management, Supervisory, and Confidential employees that are not represented by a union.

The Economic increases have been negotiated for the District bargaining group, CSEA and therefore will be applied to the compensation of Management, Supervisory, and Confidential employees. The agreement reached with the District bargaining group is that of a salary increase of 5.5% effective July 1, 2015. The breakdown of the increase is listed below:

Management (Certificated/Supervisory/Classified)	<u>\$1,574,485</u>
Confidential	\$ <u>99,568</u>
Total	\$ <u>1,674,053</u>

**RATIONALE:**

Management and confidential employees are unrepresented employee groups. Since economic negotiations with CSEA have been completed, it is customary that when economic incentives are negotiated that unrepresented labor groups also see an increase in compensation.

**FUNDING:**

General Fund

**RECOMMENDATION:**

Approve the compensation increase for all Management, Supervisory, and Confidential employees as outlined above, not represented by a union.

  
MAM:SP:nr

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of 2015-16 Local Control and Accountability Plan

**ITEM:** Action

**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 seek adoption of the 2015-16 Local Control and Accountability Plan (LCAP).

**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 districts 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 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.

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. At the June 9, 2015, Board meeting, a Public Hearing was conducted for the adoption of the 2015-16 LCAP.

At a subsequent board meeting to 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. Both the budget and the LCAP are on the June 23, 2015, Board agenda for adoption.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the 2015-16 Local Control and Accountability Plan as presented.

DH:LP:lr



**Introduction:**

**LEA:** Santa Ana Unified School District **Contact (Name, Title, Email, Phone Number):** David Haglund, Ed.D, Deputy Superintendent, Educational Services, david.haglund@sausd.us, (714) 558-5523 **LCAP Year:** 2015-16

### ***Local Control and Accountability Plan and Annual Update Template***

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

## State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

### A. Conditions of Learning:

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

### B. Pupil Outcomes:

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

### C. Engagement:

**Parental involvement:** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA’s goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

**Guiding Questions:**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA’s process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>The Santa Ana Unified School District values stakeholder engagement to inform decisions related to the Local Control Accountability Plan. Engagement includes the dissemination of information, reflection on implementation and revision of implementation practice</p> <p>The district renewed the consulting agreement with West ED to give us feedback on and refinement of our LCAP Stakeholder Engagement process.</p>	<p>A total of 2,125 comments were recorded and coded into themes by WestEd. A table was produced with as summary of the response themes by LCAP goals</p>

WestEd provided on-going support with data analysis to capture stakeholder recommendations.

During the 2014-15 school year, between January and March, 2015, a total of 22 community meetings were facilitated at various school sites representing small clusters of schools,(elementary, intermediate and high school) and at various times throughout the day and evening, with parent/guardian stakeholders with the goal of engaging and consulting regarding the LCAP process at their schools. Meetings were held in English and Spanish with translation services provided in Vietnamese as needed, with 1950 parents and community members attending. Site principals and co-administrators were engaged by working with the parent group at each school and encouraged to share the goals of the meeting to encourage attendance and representation. Representative parents from each school site were charged with bringing other parents to the meeting to support parent and community voice.

Over the year, the District Advisory Committee (DAC), the District English Learner Advisory Committee (DELAC), and the Community Advisory Committee (CAC) met monthly at the district office to learn about district policies, state standards implementation, progress toward goals, district programs, and to provide advisory to the District regarding LCAP goals and metrics. These committees are comprised of representatives from each school's SSC, ELAC committees and parents of students with special needs. Members of these stakeholder groups are charged with bringing questions and concerns from parents at their sites and reporting district information back to the general parent groups at monthly school site meetings.

In an effort to maintain a continuous stakeholder engagement process, the district continues the use of the district website to provide an overview of the district and transcripts of the comments of the internal and community stakeholder meetings. The webpage entitled "All Eyes on Learning", provides the community with information under specific tabs entitled "Welcome" "Funding for Schools", "Get Involved", "Presentation and Updates ", "Provide Input", and "Videos". Each tab in English and Spanish provides information to

to utilize in the revision of actions to be added to the plan going forward.

Multiple methods of data collection ensured the maximum input across multiple stakeholders (internal, students, parents, and community was collected, synthesized and utilized. All data from internal and community input sessions were compiled and synthesized by district staff and external support provider (WestEd). The data was synthesized into three LCAP Overarching Goals of Instruction, Engagement and Climate. Input from all meetings were utilized to make adjustments to the plan going forward in the 15-16 school year.

Parent and community advisory committees are continuously engaged in the process of supporting schools to address the needs of our students.

The website and phone number allowed for an increased level of participation and a level of transparency to the community. Any stakeholder (internal, students, parents, or community members) were able to view the latest information and see feedback from all sessions. In addition, the phone number and website allowed for additional feedback as stakeholders were able to provide feedback after attending a session. The website and phone number also allowed for a level of anonymity which allowed for more honest

encourage stakeholder engagement. Feedback is sent to the Deputy Superintendent of Business Operations. Upon receipt she forwards the information to the relevant cabinet member. Immediate action is taken on any suggestion that can be addressed. This page also provided information regarding a dedicated phone line which has a bilingual speaker and recording options, to facilitate further input.

Internal Stakeholders:

Four open meetings were held for internal stakeholders in the fall of 2014 at different school sites in each quadrant of the District. Ninety -six members of the Santa Ana Educators Association and California School Employee Association participated in the meetings. Staff were asked to respond to the following three questions: 1. Does our LCAP address student needs?, 2. Are there any changes to our LCAP you would like to see?, 3, Additional comments?. The meeting room was set up similarly to the parent and community meeting with poster boards with stated questions written. Staff members were able to add their comments to the poster paper to give input. The comments were then shared out at the conclusion of the meeting to provide an overview of the input. Video of the staff meetings were posted on the website to provide others opportunity to engage and provide input via the website.

School Site Engagement:

At each school site, principals engaged their school communities including staff, students and parents to develop school plans to align with the three major goals of the local control accountability plans. The Single Plan for Student Achievement (SPSA) and Safety plan of each school reflected the utilization of school resources to address the goals and objectives that had been identified in the 2014-15 LCAP.

Student Voice:

During the first semester, fifteen meetings were held at all of our high schools to engage our students in the LCAP process. A total of 2,457 students attended and provided input at the meetings. Students were encouraged to

and direct feedback from some that would not feel able to do so in a public forum.

Sixty-three comments from staff were recorded. Of these, approximately 50 provided input for the LCAP. The remaining comments were feedback regarding the presentation and comments. The comments included but not limited to the following remarks and suggestions: Share data with staff; Increase technology in classrooms; Access for additional library time; Professional development for clerical staff; Professional development for teachers; Need for additional staffing; Need to emphasize health and wellness for students. Other comments included statements such as: "It's comprehensive" , " The goals are very solid and appear aligned with what staff , students and parents would want" and " Good job. Clear and concise".

All school communities are working in coherence toward common goals of student achievement, safety and engagement.

Students were integral members in the engagement sessions. Students were able to provide unique insight in to educational programs they found to be beneficial and goals they felt were reflective of student needs. In addition, they were able to provide input as to goals and programs they felt would

have their voices heard and were provided the opportunity to fully engage by utilizing technology to respond to questions and to make recommendations. Students used their personal cell phones or were provided devices so that each student could respond to questions using the Polleverywhere.com app. As they responded, the responses were reflected on the screen to demonstrate their opinions and recommendations. Additionally, posters with large QR codes were placed at all school sites to provide all students with the opportunity to provide input and ask questions using their personal devices.

**Future Process:**

Target monitoring and annual review will be ongoing . It is the intention of the district to report to stakeholders the outcomes of the metrics in the fall 2015, after Smarter Balanced Assessment Consortium (SBAC) and other data are reported. In January, 2016, the process of engaging stakeholders through LCAP meeting will begin again to allow parents and members of the community to continue the LCAP engagement process.

benefit the educational experience of younger and incoming students. Data gathered from QR surveys will impact future district actions.

Revision of metrics and goals will be determined by outcomes of progress monitoring.

**Annual Update:**

At each stakeholder meeting, parents, students and community members were presented with a brief overview of the 2014-15 LCAP goals and metrics which had been determined and approved in the spring of the 2013-14 school year. District presenters provided initial update information to report initial progress made toward the goals. Finally, all stakeholders were asked to provide feedback on questions focused around the LCAP overarching goals: Student Learning Outcomes, Engagement and Conditions of Learning. Parents shared what they were currently doing at home as well as what they believed the schools could do differently to make progress toward each of the goals. Three sets of posters focusing on Instruction, Engagement and Climate were set up around the auditorium. Stakeholders were directed to address each of the three areas during the rotation and respond to the two questions posed above. Bilingual poster facilitators were instructed to record the responses of parents exactly as stated, in the language stated. In addition, a Vietnamese

**Annual Update:**

Suggestions received from the parent meetings were transcribed and additional services have been added to the LCAP to extend services for all students and families to meet stated goals. Recommendations included: Provide additional support for students not meeting academic goals; Provide additional support for English learners in elementary schools and newcomers to support reclassification; Increase bilingual programs; Provide reading and writing programs/classes and reading clubs to motivate students to read; Provide tutoring in math and science, advanced placement and afterschool programs that focus on math and science; Provide assemblies on college and career readiness, career technical education and internships; Provide parents with timely information on student academic progress and classes on how to support their children in school and prepare them for higher education; Provide access to more resources in technology and internet at school; Align discipline across the district for rules, consequences,restorative practices;

poster option was available a all sessions, if needed. Parents were brought back together after the rotations and the bilingual facilitator reported out the information to the entire group. The information was transcribed and posted on the district website. At the end of each meeting parents had the opportunity to speak to the site principals of the schools represented at the meetings.

Approval Process

May 12, the LCAP process overview was presented to the Board of Education general session

May 18, 2015, the LCAP overview was presented to the DAC/DELAC.

May 29, the LCAP was posted on the district website for public input.

May 29, the LCAP draft was mailed to DAC/DELAC members for review and opportunity to provide input prior to the Board presentation.

June 9, 2015 the LCAP was presented during the Public Hearing at the Board Education meeting.

June 15, 2015, presentation of the LCAP to DAC/DELAC.

June 23, the LCAP was submitted to the Board of Education for approval.

On July 1, the Board approved LCAP will be submitted to the Orange County Department of Education.

The final data metrics will be reviewed in September with all stakeholders to adjust and to begin the revision of the next LCAP for 2016-17.

Provide enrichment programs to include more art, music and cultural studies at all levels; Provide improved classroom facilities (replace portable classrooms) , better lighting in evening for afterschool programs, parent centers and updated science labs and libraries; Provide mental health counseling services for all students. .

Community Stakeholders had opportunity to review and provide additional commentary regarding the LCAP. Progress updates were presented at the board meetings and DAC/DELAC to inform the community about progress toward our goals, activities and metrics.

Input from stakeholder meetings will be utilized to make adjustments to the 2016-17 school year LCAP.



**Section 2: Goals, Actions, Expenditures, and Progress Indicators**

**Instructions:**

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA’s goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Action/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement" (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL 1:	All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
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Identified Need : Our students need the knowledge, skills, and values to become productive citizens in the 21st century.

Goal Applies to: Schools: District Wide  
 Applicable Pupil Subgroups: All Students

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:

- 1a: Early Literacy | Re-establish new baseline based on Spring 2015 DIBELS assessment data.
- 1b: EL Redesignation | 65% of reclassified students will be reclassified within five (5) years of entering an EL program
- 1c: Algebra Proficiency | 35.2% of 10th graders will score at or above a RIT score of 235 (Fall 15-16).
- 1d: A-G Course Completion | 45% of 2015 graduates will have met UC A-G requirements
- 1e: College Readiness | Establish a new baseline due to new state assessment (SBAC)
- 1f: Post-Secondary Persistency | 81% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2013)
- 1g (New): EL Proficiency | 60% of EL students will make progress towards English proficiency as measured by the state assessment.
- 1i (New): Algebra Readiness | 35.5% of 9th graders (10% growth) will score at or above a RIT score of 230.
- 1j (New): Enrollment in Post-Secondary Education | 69% of students will be enrolled in college at any time during the first year after high school (Class of 2014).
- 1k (New): Attendance | Increase the districtwide attendance rate to 95.6% (2014-2015)
- 1L(New): Chronic Absenteeism | Reduce the districtwide chronic absenteeism rate by 2% yearly.
- 1m (New): Middle School Dropout | Reduce the number grade 8 dropouts to 3 students in 2014-15. (4 students in 2013-2014)
- 1n (New): High School Dropout | Reduce the high school cohort dropout rate to 6.0% in 2014-15. (8.2% in 2013-14)
- 1o (New): High School Graduation | Increase the high school cohort graduation rate to 90.0% in 2014-15. (87.4% in 2013-14)
- 1p (New): AP Passage | Increase the percentage of total AP students passing at least one AP exam (3+ score) to 49% in 2015. (44.2% in 2014)
- 1q (New): AP Course Access | 22.0% (5% growth) of HS students will be enrolled in at least one AP course (2014-15).

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$5,791,900 LCFF sources Lottery: Instructional Materials

<p>new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.</p>		<p><input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$2,669,330                  LCFF sources                  Title I, Part A                  Title I, School Improvement Grant QEIA</p>
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$213,267                  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$125,000                  LCFF sources</p>
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>District Wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient</p>	<p>\$2,996,550                  LCFF sources                  Title I, Part A                  Title I, School Improvement Grant QEIA                  Local sources</p>

		_ Other Subgroups: (Specify)	
1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.	High Schools	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$1,238,867 LCFF sources Title I, Part A
1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.	District-Wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$1,487,651 LCFF sources Title I, Part A Title II, Part A Local sources
1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.	High Schools	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$5,265,051 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary
1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$114,168 Title II, Part A

1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs and tutoring, academic summer school programs, and transportation services.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$37,702,886 LCFF sources Title I, Part A 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education
1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$195,911 LCFF sources Title I, School Improvement Grant QEIA
1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,950,608 LCFF sources Title I, Part A Title III, LEP
1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$40,000 LCFF sources
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	District-wide	<input type="checkbox"/> All OR:	\$6,480,898 Special Education

<p>and supports as listed in Individualized Education Programs (IEPs) for additional students above 2013-2014 baseline numbers.</p>	<p><input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Department of Rehab: Workability II, Transition Partnership</p>
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**LCAP Year 2: 2016-17**

<p>Expected Annual Measurable Outcomes:</p>	<p>1a: Early Literacy   2% growth above the base in 3rd grade reading proficiency based on the 2014-2015 DIBELS Next Core Recommended Goals                  1b: EL Redesignation   75% of reclassified students will be reclassified with five (5) years of entering an EL program                  1c: Algebra Proficiency   38.7% of 10th graders will score at or above a RIT score of 235 (Fall 16-17).                  1d: A-G Course Completion   50% of 2016 graduates will have met UC A-G requirements                  1e: College Readiness   Establish based on new baseline.                  1f: Post-Secondary Persistency   84% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2014)                  1g (New): EL Proficiency   65% of EL students will make progress towards English proficiency as measured by the state assessment.                  1i (New): Algebra Readiness   39.1% of 9th graders (10% growth) will score at or above a RIT score of 230.                  1j (New): Enrollment in Post-Secondary Education   71% of students will be enrolled in college at any time during the first year after high school (Class of 2015).                  1k (New): Attendance   Increase the districtwide attendance rate to 95.7% (2015-2016)                  1L (New): Chronic absenteeism   Reduce the districtwide chronic absenteeism rate by 2% yearly.                  1m (New): Middle School Dropout   Reduce the number grade 8 dropouts to 2 students in 2015-16.                  1n (New): High School Dropout   Reduce the high school cohort dropout rate to 4.0% in 2015-16.                  1o (New): High School Graduation   Increase the high school cohort graduation rate to 93.0% in 2015-16.                  1p (New): AP Passage   Increase the percentage of total AP students passing at least one AP exam (3+ score) to 54% in 2016.                  1q (New): AP Course access   23.1% (5% growth) of HS students will be enrolled in at least one AP course (2015-16).</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$5,910,167                  LCFF sources                  Lottery: Instructional Materials</p>



<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$2,723,836  LCFF sources  Title I, Part A  Title I, School Improvement Grant QEIA</p>
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$217,621  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$127,552  LCFF sources</p>
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$3,057,738  LCFF sources  Title I, Part A  Title I, School Improvement Grant QEIA  Local sources</p>
<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International</p>	<p>High Schools</p>	<p><input type="checkbox"/> All  OR:</p>	<p>\$1,264,164  LCFF sources</p>

Baccalaureate (IB) program.		<input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Title I, Part A
1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$1,518,028 LCFF sources Title I, Part A Title II, Part A Local sources
1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.	High Schools	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$5,372,560 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary
1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$116,499 Title II, Part A
1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs and tutoring, academic summer school programs, and transportation services.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth	\$38,472,759 LCFF sources Title I, Part A 21st Century ASSETS

		<input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education
1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$199,912 LCFF sources Title I, School Improvement Grant QEIA
1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,072,116 LCFF sources Title I, Part A Title III, LEP
1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$40,817 LCFF sources
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) for additional students above 2013-2014 baseline numbers.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent	\$6,613,235 Special Education Department of Rehab: Workability II, Transition Partnership

		English proficient _ Other Subgroups: (Specify)	
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**LCAP Year 3: 2017-18**

Expected Annual Measurable Outcomes:	<p>1a: Early Literacy   2% growth above the base in 3rd grade reading proficiency based on the 2015-2016 DIBELS Next Core Recommended Goals</p> <p>1b: EL Redesignation   85% of reclassified students will be reclassified with five (5) years of entering an EL program</p> <p>1c: Algebra Proficiency   42.6% of 10th graders will score at or above a RIT score of 235 (Fall 17-18).</p> <p>1d: A-G Course Completion   55% of 2017 graduates will have met UC A-G requirements</p> <p>1e: College Readiness   Establish based on new baseline.</p> <p>1f: Post-Secondary Persistency   87% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2015)</p> <p>1g (New): EL Proficiency   70% of EL students will make progress towards English proficiency as measured by the state assessment.</p> <p>1i (New): Algebra Readiness   43.0% of 9th graders (10% growth) will score at or above a RIT score of 230.</p> <p>1j (New): Enrollment in Post-Secondary Education   73% of students will be enrolled in college at any time during the first year after high school (Class of 2016).</p> <p>1k (New): Attendance   Increase the districtwide attendance rate to 95.8% (2016-2017)</p> <p>1L (New): Chronic absenteeism   Reduce the districtwide chronic absenteeism rate by 2% yearly.</p> <p>1m (New): Middle School Dropout   Reduce the number grade 8 dropouts to 1 student in 2016-17.</p> <p>1n (New): High School Dropout   Reduce the high school cohort dropout rate to 2.0% in 2016-17.</p> <p>1o (New): High School Graduation   Increase the high school cohort graduation rate to 96.0% in 2016-17.</p> <p>1p (New): AP Passage   Increase the percentage of total AP students passing at least one AP exam (3+ score) to 59% in 2017.</p> <p>1q (New): AP Course access   24.2% (5% growth) of HS students will be enrolled in at least one AP course (2016-17).</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that include, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,092,858 LCFF sources Lottery: Instructional Materials
1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners	\$2,808,033 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA

<p>establishing of common criteria.</p>		<p><input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$224,348                  LCFF sources</p>
<p>1.4: Conduct an Equal Opportunity Study (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$131,495                  LCFF sources</p>
<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$3,152,256                  LCFF sources                  Title I, Part A                  Title I, School Improvement Grant QEIA                  Local sources</p>
<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.</p>	<p>High Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient</p>	<p>\$1,303,241                  LCFF sources                  Title I, Part A</p>

		_ Other Subgroups: (Specify)	
1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$1,564,953 LCFF sources Title I, Part A Title II, Part A Local sources
1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.	High Schools	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$5,538,633 LCFF sources Carl Perkins Title I, Part A Irvine Mathematics Project - UCI Gear Up IV (RSCC Fiscal Agent) California Career Pathways Trust Partnership Academies Supplementary Prgs-Specialized Secondary
1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$120,100 Title II, Part A
1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs and tutoring, academic summer school programs, and transportation services.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$39,662,000 LCFF sources Title I, Part A 21st Century ASSETS Before and After School Learning & Safe Neighborhood Kinder Readiness Program II Child Development Head Start Migrant Education

<p>1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$206,091  LCFF sources  Title I, School Improvement Grant QEIA</p>
<p>1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$6,259,813  LCFF sources  Title I, Part A  Title III, LEP</p>
<p>1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$42,078  LCFF sources</p>
<p>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) for additional students above 2013-2014 baseline numbers.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$6,817,658  Special Education  Department of Rehab: Workability II, Transition Partnership</p>

**Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.**



GOAL 2:	Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
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Identified Need : Our students need equitable access to high quality curricular and instructional program that is accessible from school and home.

Goal Applies to: Schools: District Wide  
 Applicable Pupil Subgroups: All students

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:

- 2a: Student access to technology | 85% of students surveyed will indicate that they have access to Internet at home | 80% of students surveyed will indicate that they access technology 3 or more times a week at home | 65% of students surveyed will indicate that they have access technology 3 or more times a week at school | The ratio of students to technology that is 4 years or newer will be 1.9 to 1
- 2b: Extracurricular participation rates | 10% growth for students who participate in more than one extracurricular activity (36% High School, 37% Intermediate School)
- 2c: Hiring, training, and retaining of highly qualified teachers and leaders | 100% of courses are taught by highly qualified teachers
- 2d: Hiring, training, and retaining of highly qualified teachers and leaders | 15% gain above the 2014-15 baseline of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year
- 2e (new): Maintain 100% of pupils have standards-aligned instructional materials.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$229,065,385 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$86,933,322 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,682,989 LCFF sources
2.4: N/A		<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$-
2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$196,000 LCFF sources
2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), access to foreign language classes and other elective classes.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	\$21,173,026 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA

		(Specify)	
2.7: Increase access to technology that is available to students at school and at home.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$19,146,922 LCFF sources Title I, Part A Local sources
2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,066,894 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title III, LEP Local sources
2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,241,899 LCFF sources
2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$739,604 LCFF sources Title I, Part A

<p>2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$198,863  LCFF sources</p>
<p>2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$276,251  LCFF sources  Title I, Part A  Migrant Education</p>
<p>2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>\$70,744  LCFF sources</p>

**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes: 2a: Student access to technology | 88% of students surveyed will indicate that they have access to Internet at home | 86% of students surveyed will indicate that they access technology 3 or more times a week at home | 80% of students surveyed will indicate that they have access technology 3 or more times a week at school | The ratio of students to technology that is 4 years or newer will be 1.7 to 1  
 2b: Extracurricular participation rates | 10% growth for students who participate in more than one extracurricular activity (40% High School, 41% Intermediate School)  
 2c: Hiring, training, and retaining of highly qualified teachers and leaders | 100% of courses are taught by highly qualified teachers  
 2d: Hiring, training, and retaining of highly qualified teachers and leaders | 10% gain above 2015-16 of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year  
 2e (new): Maintain 100% of pupils have standards-aligned instructional materials.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$233,742,774 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$88,708,452 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option
2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,901,129 LCFF sources

		(Specify)	
2.4: N/A		<input type="checkbox"/> All ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.	District-wide	<input checked="" type="checkbox"/> All ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$200,002 LCFF sources
2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), access to foreign language classes and other elective classes.	District-wide	<input type="checkbox"/> All ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$21,605,367 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
2.7: Increase access to technology that is available to students at school and at home.	District-wide	<input type="checkbox"/> All ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$19,537,892 LCFF sources Title I, Part A Local sources

2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,190,777 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title III, LEP Local sources
2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,308,097 LCFF sources
2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$754,706 LCFF sources Title I, Part A
2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$202,924 LCFF sources
2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	\$281,892 LCFF sources

the community college, and develop native language translations of website (Spanish & Vietnamese).		<input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Title I, Part A Migrant Education
2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$72,189 LCFF sources

**LCAP Year 3: 2017-18**

Expected Annual Measurable Outcomes:	2a: Student access to technology   90% of students surveyed will indicate that they have access to Internet at home   90% of students surveyed will indicate that they access technology 3 or more times a week at home   95% of students surveyed will indicate that they have access technology 3 or more times a week at school   The ratio of students to technology that is 4 years or newer will be 1.6 to 1 2b: Extracurricular participation rates   10% growth for students who participate in more than one extracurricular activity (44% High School, 45% Intermediate School) 2c: Hiring, training, and retaining of highly qualified teachers and leaders   100% of courses are taught by highly qualified teachers 2d: Hiring, training, and retaining of highly qualified teachers and leaders   10% gain above 2016-17 of instructional staff and leaders have participated in more than 15 hours of self-selected professional development during the academic year 2e (new): Maintain 100% of pupils have standards-aligned instructional materials.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$240,968,059 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
2.2: Support learning opportunities for current special	District-	<input checked="" type="checkbox"/> All	\$91,450,543



<p>education students as provided in their Individualized Education Programs (IEPs).</p>	<p>wide</p>	<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>LCFF sources                  Special Education                  Department of Rehab: Workability II, Transition Partnership                  Medi-Cal Billing Option</p>
<p>2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$11,238,097                  LCFF sources</p>
<p>2.4: N/A</p>		<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$206,185                  LCFF sources</p>
<p>2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), access to foreign language</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$22,273,216                  LCFF sources                  Title I, Part A</p>

classes and other elective classes.		<input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Title I, School Improvement Grant QEIA
2.7: Increase access to technology that is available to students at school and at home.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$20,141,833 LCFF sources Title I, Part A Local sources
2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$6,382,142 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title III, LEP Local sources
2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,410,354 LCFF sources
2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient	\$778,035 LCFF sources Title I, Part A

		_ Other Subgroups: (Specify)	
2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$209,197 LCFF sources
2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish & Vietnamese).	District-wide	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$290,606 LCFF sources Title I, Part A Migrant Education
2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.	District-wide	_ All OR: _ Low Income pupils _ English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$74,420 LCFF sources

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 3:	Students and staff will work in a healthy, safe, and secure environment that supports learning	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
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Identified Need : Our students and staff need healthy, safe and secure environments in which to learn.

Goal Applies to: Schools: District Wide  
 Applicable Pupil Subgroups: All Students

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:

- 3a: California Healthy Kids Survey (CHKS) | 2% increase at each grade level of surveyed students who feel safe or very safe at school
- 3b: California School Parent Survey (CSPS) | Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child.
- 3c: California School Climate Survey (CSCS) | Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students.
- 3d: Student suspensions | Reduce the total number of instructional days lost due to suspensions by 10%
- 3e: Expulsion Rates | Maintain expulsion rate at 0.1% or below.
- 3f: Parent Survey Data | At least 22% of parents will participate in the annual survey
- 3g: Facilities Inspection Tool | All schools meet the exemplary or good standard on the 2014-15 FIT survey
- 3h (New): Suspension Rates | Reduce the suspension rate by 0.2% (Baseline 2013-14: 4.5%)
- 3i (New): Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1: Provide adult supervision/staff during transition periods.	District-wide	<input checked="" type="checkbox"/> All OR: _____ <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,230,713 LCFF sources
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g.	District-wide	<input checked="" type="checkbox"/> All OR: _____	\$88,354 LCFF sources

<p>Open House, Back to School Nights, and safe and sensitive schools workshops).</p>		<p><input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Title I, Part A</p>
<p>3.3: Establish processes that support maintaining current facilities (school safety and maintenance).</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$34,907,687                  LCFF sources                  Ongoing &amp; Major Maintenance Account                  Deferred Maintenance                  Civic Center Rental Fees                  Godinez Rental Fees</p>
<p>3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.</p>	<p>District-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$62,504,661                  LCFF sources                  Title I, Part A                  Special Education                  MediCal Administrative Activities (MAA)                  Self-Insurance Fund                  Local sources</p>
<p>3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>\$50,359,391                  LCFF sources                  MediCal Administrative Activities (MAA)                  Medi-Cal Billing Option                  Special Education                  Title I, Part A                  Child Nutrition                  Child Nutrition: Healthy Active Families                  Carol M White PEP Grant                  Before and After School Learning &amp; Safe Neighborhood</p>
<p>3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>\$671,263                  LCFF sources</p>

		<input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), expand the use of school-based Parent and Community Liaisons, expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$1,389,491 LCFF sources Title I, Part A
3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$255,542 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$153,309 Title III, LEP
3.10: Support the enhancement of school climate through smooth operations and processes.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth	\$80,273,802 LCFF sources Deferred Maintenance Building Fund Capital Facilities Fund

		<input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	County School Facilities Fund Special Reserve Fund QZAB Solar Energy Savings Emergency Repair Prgm-Williams Case Bond Interest & Redemption Fund (BINR): Other Restricted Debt Service Fund: QZAB Solar Energy Debt Service Fund: Certificates of Participation (COP) California Clean Energy Jobs Act (Prop 39)
3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$10,000 LCFF sources

**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes:	3a: California Healthy Kids Survey (CHKS)   2% increase at each grade level of surveyed students who feel safe or very safe at school 3b: California School Parent Survey (CSPS)   Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child. 3c: California School Climate Survey (CSCS)   Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students. 3d: Reduce the total number of instructional days lost due to suspensions by 5% 3e: Expulsion Rates   Maintain expulsion rate at 0.1% or below. 3f: Parent Survey Data   At least 24% of parents will participate in the annual survey 3g: Facilities Inspection Tool   All schools meet the exemplary or good standard on the 2015-16 FIT survey 3h (New): Suspension Rates   Reduce the suspension rate by 0.2% 3i (New): Parent Engagement   Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1: Provide adult supervision/staff during transition periods.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	\$3,296,683 LCFF sources

		English proficient _ Other Subgroups: (Specify)	
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$90,158 LCFF sources Title I, Part A
3.3: Establish processes that support maintaining current facilities (school safety and maintenance).	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$35,620,482 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees Godinez Rental Fees
3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.	District-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	\$63,780,972 LCFF sources Title I, Part A Special Education MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources
3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.	District-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups:	\$51,387,702 LCFF sources MediCal Administrative Activities (MAA) Medi-Cal Billing Option Special Education Title I, Part A Child Nutrition Child Nutrition: Healthy Active Families



		(Specify)	Carol M White PEP Grant Before and After School Learning & Safe Neighborhood
3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$684,969 LCFF sources
3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), expand the use of school-based Parent and Community Liaisons, expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$1,417,864 LCFF sources Title I, Part A
3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$260,760 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA
3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.	District-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	\$156,440 Title III, LEP

		(Specify)	
<p>3.10: Support the enhancement of school climate through smooth operations and processes.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                      OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                      (Specify)</p>	<p>\$81,912,949                      LCFF sources                      Deferred Maintenance                      Building Fund                      Capital Facilities Fund                      County School Facilities Fund                      Special Reserve Fund                      QZAB Solar Energy Savings                      Emergency Repair Prgm-Williams Case                      Bond Interest &amp; Redemption Fund (BINR): Other Restricted                      Debt Service Fund: QZAB Solar Energy                      Debt Service Fund: Certificates of Participation (COP)                      California Clean Energy Jobs Act (Prop 39)</p>
<p>3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All                      OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                      (Specify)</p>	<p>\$10,204                      LCFF sources</p>

**LCAP Year 3: 2017-18**

Expected Annual Measurable Outcomes:

- 3a: California Healthy Kids Survey (CHKS) | 2% increase at each grade level of surveyed students who feel safe or very safe at school
- 3b: California School Parent Survey (CSPS) | Maintain 90% or above of surveyed parents indicating they Agree/Strongly agree that school is a safe place for their child.
- 3c: California School Climate Survey (CSCS) | Maintain 90% or above of surveyed staff indicating they Agree/Strongly agree that school is a safe place for students.
- 3d: Reduce the total number of instructional days lost due to suspensions by 5%
- 3e: Expulsion Rates | Maintain expulsion rate at 0.1% or below.
- 3f: Parent Survey Data | At least 26% of parents will participate in the annual survey
- 3g: Facilities Inspection Tool | All schools meet the exemplary or good standard on the 2016-17 FIT survey
- 3h (New): Suspension Rates | Reduce the suspension rate by 0.2%
- 3i (New): Parent Engagement | Host monthly (Sept-June) Community Advisory Committee meetings to engage parents of students with disabilities

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1: Provide adult supervision/staff during transition periods.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$3,398,587 LCFF sources
3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$92,945 LCFF sources Title I, Part A
3.3: Establish processes that support maintaining current facilities (school safety and maintenance).	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	\$36,721,557 LCFF sources Ongoing & Major Maintenance Account Deferred Maintenance Civic Center Rental Fees

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Godinez Rental Fees
3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach efforts to staff, parents, and students.	District-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$65,752,523 LCFF sources Title I, Part A Special Education MediCal Administrative Activities (MAA) Self-Insurance Fund Local sources
3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committee to include parents and students.	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$52,976,161 LCFF sources MediCal Administrative Activities (MAA) Medi-Cal Billing Option Special Education Title I, Part A Child Nutrition Child Nutrition: Healthy Active Families Carol M White PEP Grant Before and After School Learning & Safe Neighborhood
3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$706,143 LCFF sources
3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), expand the use of school-based Parent and Community Liaisons, expanding structured recess at	District-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient	\$1,461,692 LCFF sources Title I, Part A

<p>elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.</p>		<p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$268,821 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA</p>
<p>3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$161,276 Title III, LEP</p>
<p>3.10: Support the enhancement of school climate through smooth operations and processes.</p>	<p>District-wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>\$84,444,982 LCFF sources Deferred Maintenance Building Fund Capital Facilities Fund County School Facilities Fund Special Reserve Fund QZAB Solar Energy Savings Emergency Repair Prgm-Williams Case Bond Interest &amp; Redemption Fund (BINR): Other Restricted Debt Service Fund: QZAB Solar Energy Debt Service Fund: Certificates of Participation (COP) California Clean Energy Jobs Act (Prop 39)</p>
<p>3.11 Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning</p>	<p>District-wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners</p>	<p>\$10,520 LCFF sources</p>

program. Ensure discipline policies and student handbooks are available, in home languages, via the school and district websites.		<input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
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**Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.**

## Annual Update

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

### Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	1: All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21st century.	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify	
Goal Applies to:	Schools: District-wide Applicable Pupil Subgroups: All Students		
Expected Annual Measurable Outcomes:	Metric 1a: Early Literacy   Establish new baseline based on the initial DIBELS Next assessment Metric 1b: EL Redesignation Rate   65% of EL students will be reclassified within 5 years of entering school Metric 1c: Algebra Readiness   Establish growth baseline (RIT=235) on the Measures of Academic Progress (MAP)   69% of students will demonstrate competency in Algebra I by the end of 9th grade Metric 1d: A-G Course Completion   42% of 2014 graduates will have met UC A-G requirements Metric 1e: College Readiness   19% of 11th graders will evidence college ready or conditional status on ELA EAP or a RIT score above 250   10% of 11th graders will evidence college ready or conditional status on Math EAP or a RIT score above 255 Metric 1f: Post-secondary persistency   85% of graduates enrolled in post-secondary education persisted into their second year of school (Class of 2012)	Actual Annual Measurable Outcomes:	Metric 1a: Early Literacy   Re-establish new baseline based on Spring 2015 DIBELS assessment data. Metric 1b: EL Redesignation Rate   61.3% of reclassified students were reclassified within 5 years of entering the EL program Metric 1c: Algebra Readiness and Proficiency   32% of 9th graders scored at or above a RIT score of 230 (Fall 2014)   32% of 10th graders scored at or above a RIT score of 235 (Fall 2014). Metric 1d: A-G Course Completion   40% of 2014 graduates met UC A-G requirement Metric 1e: College Readiness   2013-14 ELA: 27% of 11th grade students met college ready or conditional status on the ELA EAP   2013-14 Math: 41% of 11th grade students met college ready or conditional status on the Math standard on EAP Metric 1f: Post-secondary persistency   78% of graduates enrolled in post-secondary education persisted (Class of 2012)
<b>LCAP Year: 2014-15</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
1.1: Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction, Standards-aligned instructional materials, academic supports, and technology-based	<b>Budgeted Expenditures</b>	The actions and services provided address the needs of all pupils. Implementation of the new state standards and professional development for all K-12 teachers have resulted in increased student engagement and coherent instructional	<b>Estimated Actual Annual Expenditures</b>
	\$1,170,000		\$4,751,227 LCFF sources Lottery: Instructional Materials



<p>resources. Full implementation of the new CA State Standards and assessments. Expand efforts to support student attainment of the State Seal of Biliteracy.</p>		<p>practice across the district at all grade levels. An instructional focus on the development of academic language across all grade levels, supports the needs of all, and especially the English learner to improve English language acquisition which will result in improved academic achievement in all core areas. Initial data reflect increase re-designation at elementary, intermediate and high school levels. Utilization of technology has supported access to differentiated and personalized learning to provide standards aligned instructional materials and academic intervention as necessary during school , after school and at Saturday programs. Specific actions to recognize the richness of our students primary language have resulted in increased dual language programs and increased recognition at graduation for the State Seal of Biliteracy.</p>	
<p>Scope of Service   District-Wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-Wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.2: Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.</p>	<p>\$500,000</p>	<p>During the 2014-15 school years, SAUSD implemented NWEA Measuring Academic Progress (MAP) assessments. All students in grades 3-10 were assessed in English and Math at least two times this school year. Many schools assessed their students three times this year. The accessibility</p>	<p>\$3,339,738          LCFF sources          Title I, Part A          Title I, School Improvement Grant          QEIA</p>

		<p>and use of the data provided teachers and administrators in specific RIT score for each student which connected to a learning continuum to support differentiated instruction to support student growth. Additionally, all student K-3 were assessed using DIBELS and ADEPT to measure reading progress. All students are also provided practice with Extended Response assessments to build capacity and fluency in writing. SBAC was implemented at all grade levels 3-8 and 11. Professional learning and training have resulted in increased capacity and understanding of growth measures and utilization of data to inform instructional practice at all schools.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes, including support for A-G completion.</p>	<p>\$1,200,000</p>	<p>SAUSD maintains strong partnership with local higher education institutions like Santa Ana College, California State University, Fullerton, University of California, Irvine and many private universities like Chapman University to provide support mechanisms and scholarship opportunities to increase college readiness for all students. Additionally with the addition of a new community liaison, partnership with the City of Santa Ana and the Santa Ana Chamber, our partnership has</p>	<p>\$205,133  LCFF sources</p>

		continued to be expanded to support college and career opportunities for all students. Additionally, with the implementation of the Educational Opportunity Audit by Ed Trust West, community, parents and staff have begun the work to identify gaps and to address access and success of A-G courses to result in improved college readiness for all students. 2014 graduation rates, A-G course completion and success rates reflect improvement in both areas.					
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1.4: Conduct an Educational Opportunity Audit (transcript review and blueprint for action) to determine where equity issues exist within current practices and how to reduce their impact on student attainment of college readiness standards.	\$125,000	SAUSD initiated an Education Opportunity Audit in consultation with Education Trust - West (ETW) and the National Center for Urban School Transformation (NCUST) in September 2014 to identify barriers for accessing and completion of A-G requirements. All high schools and six intermediate schools participated in the audit, which consisted of site visits by Ed Trust and NCUST staff, student and parent surveys, A final report will be developed and presented to the Board of Education in July. Continuing work on the development of an Action Plan to address A-G access and completion will occur in the Fall, 2015.	\$119,987 LCFF sources				

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<p>1.5: Ensure access for low-income pupils to the core instructional program by increasing early literacy and reading intervention programs, expanding credit recovery options, and building the Advancement Via Individual Determination (AVID) program.</p>	<p>\$110,000</p>	<p>To ensure access to the core instructional program for low-income students, several early literacy programs have been implemented to support learning, including the K-1 Literacy Initiative, the SIPPS pilot, Lexia, Smarty Ants, Intervenciones, REWARDS, and differentiated small group instruction. MAP, DIBELS and other measures of literacy data is reviewed to measure progress of improved literacy for all students. The MTSS team work with schools to support improved literacy at early grades. Professional development has been increased to focus on early literacy and reading intervention at elementary, middle and high schools, including Dual Language TK-K , Inside Language and EDGE training is provided for secondary teachers working with EL students. Advancement Via Individual Determination (AVID) professional development is supported at all secondary schools and in being initiated at several elementary schools. A district level resource person provides support for AVID certification, AP, and A-G coursework. Credit</p>	<p>\$3,251,618</p> <p>LCFF sources</p> <p>Title I, Part A</p> <p>Title I, School Improvement Grant</p> <p>QEIA</p> <p>Local sources</p>				

		recovery programs at the high schools have been expanded to include online learning and bridge courses before and after school, and on Saturdays.					
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<p>1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.</p>	<p>\$100,000</p>	<p>To provide equity of access to advanced Placement course options, we implemented the Equal Opportunity Schools (EOS) program as a way to increase AP enrollment. All school received student profiles and developed a plan to identify, counsel, and enroll additional students in AP coursework for Fall 2015. SAUSD created and received approval for two new Spanish Language Arts and Culture classes which are pathway courses for AP Spanish Language and Literature. All Advanced Placement teachers are current with AP certification and training. Investigation for implementation of a International Baccalaureate (IB) Program for two schools was initiated in the 2014-15 school year. Both schools will attend the IB conference in June to initiate the school certification process in the fall 2015.</p>	<p>\$849,829</p> <p>LCFF sources</p> <p>Title I, Part A</p>				
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<p>1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.</p>	<p>\$92,000</p>	<p>To expand access to math and science programs, SAUSD has increased opportunities in PLTW and Science Technology Engineering Arts and Mathematics (STEAM) by hiring a STEM/STEAM and Science Curriculum Specialist to support all schools at both elementary and secondary levels. CTE resources were used to increase PLTW courses in forensic science, space engineering, architecture and robotics at the intermediate level during the 2014 school year. Implementation of Agile Mind Mathematics Academic Youth Development (AYD) Pilot at three high schools in Spring 2015 to improve achievement and growth mindset of students enrolled in Algebra I. Evidence from the pilot will determine success and plans to expand the program in the 2015 school year.</p>	<p>\$1,460,382  LCFF sources  Title I, Part A  Title II, Part A  Local sources</p>
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<p>1.8: Increase availability of Career</p>	<p>\$160,000</p>	<p>In order to increase availability of</p>	<p>\$5,344,436</p>

<p>Technical Education (CTE) &amp; Regional Occupational Program (ROP) courses and academies.</p>		<p>Career and Technical Education and Regional Occupation Program courses and academies, the Director and Coordinator of Career and Technical Education(CTE), CTE faculty and staff provide support for all schools to introduce career awareness grades K-12. All high school students have access to CTE/ROP courses and pathways for select careers. CTE pathways have been expanded at the secondary level this year to include Culinary Arts, Computer Applications with MOS (Microsoft Office Software) Certification, Engineering, Digital Media and an Optical program.</p>	<p>LCFF sources                  Carl Perkins                  Voc Ed Act PL98-524                  Local sources                  Title I, Part A                  Irvine Mathematics Project - UCI                  Gear Up IV (RSCC Fiscal Agent)                  California Career Pathways Trust                  Partnership Academies                  Supplementary Prgs-Specialized Secondary</p>
<p>Scope of Service: High Schools</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service: High Schools</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.</p>	<p>\$135,000</p>	<p>The District hired a Coordinator of 21st Century Learning and program specialist, to develop digital courses and to allow us to implement online, virtual and personalized learning programs. We will implement a dependent charter school "Advanced Learning Academy", in partnership with The Buck Institute, Stanford University and University of California Irvine in the fall, 2015. We have partnered with Orange County Department of Education to provide Leading Edge Certification (LED) program to district teachers and administrators to support</p>	<p>\$299,782                  LCFF sources                  Title II, Part A</p>

		the development of online courses.	
Scope of Service	District-wide	Scope of Service	District-wide
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<p>1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school programs and tutoring, academic summer school programs, and transportation services.</p>	<p>\$1,441,276</p>	<p>All low income pupils are afforded extended learning opportunities. Elementary schools provide various early childhood education programs through Pre-Kinder and Kinder Readiness classes. Head Start and State Preschool programs are implemented at the majority of elementary school sites. After school ASES and ASSETS programs are implemented at all K-12 school sites. Long Term English Learner (LTEL) after school tutoring program to support improved academic language and writing skills. The WIN Saturday School program provides opportunity for credit recovery, enrichment and tutorials at 22 school sites. Extended School Year (ESY) programs and transportation for students with disabilities based on IEP recommendations. Review of MAP, CELDT and Redesignation data is reviewed to provide initial indicators toward progress toward our goals. We will continue to provide extended learning opportunities for our students.</p>	<p>\$35,219,963</p> <p>LCFF sources</p> <p>Title I, Part A</p> <p>21st Century ASSETS</p> <p>Before and After School Learning &amp; Safe Neighborhood</p> <p>Kinder Readiness Program II</p> <p>Child Development</p> <p>Head Start</p> <p>Migrant Education</p> <p>Local sources</p>



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<p>1.11: Ensure success for low-income pupils by providing transition support (bridge programs) from school-to-school (5th to 6th grade, 8th to 9th grade, and 12th grade to college/career).</p>	<p>\$10,000</p>	<p>Success for low -income pupils is ensured by providing transition support from school to school. Principals and/or counselors of intermediate and high schools schools present information to incoming sixth grade and freshmen students and their parents at school assemblies and parent meetings. "8th Grade Day" held at all high schools to introduce incoming students to the high school. All high schools house a Higher Education Center to support transition from grade 12 to Freshman year in college or university. The Higher Education Coordinator will continue to support college going preparation and track students to measure persistence in college.</p>	<p>\$10,315                  LCFF sources                  Title I, Part A                  Local sources</p>
<p>Scope of Service   District-wide</p>		<p>Scope of Service   District-wide</p>	
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<p>1.12: Provide EL student services including, but not limited to, newcomers programs and summer English Language Development (ELD) academy. Provide Long-term English Learner (LTEL) teacher training.</p>	<p>\$50,000</p>	<p>English learner services are provided to all English learners, including the LTEL and RFEP students. There is an alignment of resources and professional development to ELA/ELD framework and ELD standards, proficiency levels, and the new Elementary report cards. Quality Teaching of English Learner (QTEL) structure and established lesson design professional development. Professional development is provided for all teachers focused on Academic Language Module training. An after school LTEL tutoring program prioritizing access for students in grades 3 - 8 10 is provided. Vietnamese afterschool heritage language enrichment program at one school.</p>	<p>\$8,027,534 LCFF sources Title I, Part A Title III, LEP Local sources</p>
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<p>1.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>\$50,000</p>	<p>Foster students are provided access to all core instructional programs. A new Community &amp; Foster Youth Liaison position is open for placement to ensure services to foster students are targeted to the specific needs of the students. Through collaboration with OCDE Foster Youth Services, staff has begun assessment to target specific needs of foster youth population.</p>	<p>\$50,716 LCFF sources</p>

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<p>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) for additional students above 2013-2014 baseline numbers.</p>	<p>\$2,900,000</p>	<p>Currently, 7,032 students are receiving special education services district-wide. Teachers are supported in analyzing data to determine if student learning goals were achieved. Teacher mentors guide new teachers practice to ensure new teachers understand their legal obligation to provide instruction as indicated on IEPs and examine Induction Standards related to Special Population students the CSTP. All Special Education teachers receive training in order to ensure that all services are provided to students with disabilities as stipulated in each student's IEP. Students with disabilities are provided Extended Year Program (EYP) with transportation (according to the IEP) to ensure continued success in school each summer.</p>	<p>\$3,301,325</p> <p>Special Education Department of Rehab: Workability II, Transition Partnership</p>				
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SWD	SWD	SWD
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>SAUSD will maintain goals and adjust metrics as stated for the 15-16 school year. To align with the new LCAP regulations and template, SAUSD has added new expected annual measurable outcomes starting with LCAP Year 2015-16. The new metrics are identified with the indicator "New". Additionally, the description of metrics were revised for consistency of language and intent of the metric.</p> <p>Additional focus and services will be provided in the following manner:</p> <ul style="list-style-type: none"> <li>• Expansion of Early Literacy program by offering the Reading Academy to grades 2 and 3 as well as providing extensions to K1 Reading Academy.</li> <li>• To build on implementation of the new state standards, all district administrators and teachers will participate in professional learning modules on "Writing Through The New State Standards" . The professional learning will include strategies for engaging all students in rigorous content as well as supports for English learners and SWD.</li> <li>• Implementation of Personalized Learning Program SAUSD Charter School for grades 4-6.</li> <li>• Increase support for English Learners by the addition of a "Newcomer Welcome Academy" at Century High School in the Fall, 2015</li> <li>• Increase support for Biliteracy by implementing a Dual Language program at Carr Intermediate school in 2015-16 school year</li> <li>• Increase college readiness by implementing "College Now" to provide dual enrollment and early college opportunities for juniors and seniors in high school.</li> <li>• Implementation of candidate status for International Baccalaureate Programme at two schools</li> <li>• Development and implementation of personalized learning opportunities by offering virtual online courses to all students.</li> <li>• Implementation of AVID Elementary at seven elementary schools in the Fall 2015.</li> <li>• Expand parent education and social service programs to include English acquisition, computer technology and health services.</li> <li>• Continue the work with Ed Trust West to develop an action plan to increase access and success in A- G courses.</li> <li>• Addition of 19 certificated staff members and 34 classified staff members to provide services for newly identified students with disabilities.</li> <li>• Implement a Trainer of Trainers model to assist special education teachers in in integrating state standards within Individualized Education Programs.</li> <li>• Implement new reclassification procedures for student's IEP teams.</li> <li>• Strengthen the special education assessment procedures by implementing: 1) An updated academic achievement measure, 2) a more authentic assessment for English learners.</li> </ul> <p>The Local Control Accountability Plan (LCAP) was created during the 2013-14 school year based upon the goals and actions defined by a wide range of stakeholders input. The financial data reported was how the District was distributing the new dollars being received from Local Control Funding Formula for each of the action areas based on estimates of those actions. To provide maximum transparency, the LCAP now reports the full expenditures for each activity listed. Since 2014-15 was the first year of LCFF implementation there was no methodology to show how much was spent on each activity in the previous year. For this year the numbers in the annual update are not comparable as it is demonstrating how much LCFF funding was dedicated to the activity versus the total District expenditures for the activity.</p> <p>Moving forward with the 2015-16 Annual Update next year the District will be able to show more comparable information which will be the planned total budget for each activity versus the actual expenses for each activity. Based upon the outcome data for each activity the District makes mid-year adjustments to dedicate resources to programs and support that</p>	

	<p>enhance outcomes and shift resources from those activities that do not further positive outcomes based upon feedback from stakeholders and analysis of data. The budget and LCAP are living documents that are adjusted at each interim based upon the priorities of the District. This report is a summary of how the District's total expenditures align to each of the LCAP actions. Each expenditure aligns to only one LCAP goal, so for example Staff Development to support English Language Learner achievement was aligned to English Language learner support even though there is a separate action regarding staff development.</p>
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**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 2 from prior year LCAP:	Students will have equitable access to high quality curricular and instructional program that is accessible from school and home.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify	
Goal Applies to:	Schools: District Wide Applicable Pupil Subgroups:	All students	
Expected Annual Measurable Outcomes:	Metric 2a: Student access to technology   40% of students who have access to Internet-enabled technology at home and school Metric 2b: Extracurricular participation rates   Establish baseline percentage of students who participate in more than one extracurricular activity Metric 2c: Hiring, training, and retaining of highly qualified teachers and leaders   100% of teachers meet HQT criteria Metric 2d: Hiring, training, and retaining of highly qualified teachers and leaders   Establish baseline percentage of instructional staff and leaders that exceed 15 hours of self-selected professional development during the academic year	Actual Annual Measurable Outcomes:	Metric 2a: Student access to technology   82% of surveyed students have access to Internet at home   72% of surveyed students access technology 3 or more times a week at home   42% of surveyed students access technology 3 or more times a week at school  The ratio of students to technology that is 4 years or newer 2.1 to 1 Metric 2b: Extracurricular participation rates   33% of high school students participate in more than one extracurricular activity   34% of intermediate school students participate in more than one extracurricular activity Metric 2c/d: Hiring, training, and retaining of highly qualified teachers and leaders   99.2% of courses are taught by HQT (CALPADS 2014-2015) Metric 2c/d: Hiring, training, and retaining of highly qualified teachers and leaders   45.2% of employees engaged in 15 or more hours of self-selected professional development
<b>LCAP Year: 2014-15</b>			
<b>Planned Actions/Services</b>		<b>Actual Actions/Services</b>	
	<b>Budgeted Expenditures</b>		<b>Estimated Actual Annual Expenditures</b>
2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff to ensure full implementation of the new CA State Standards and assessments.	\$19,184,142	All SAUSD teacher and administrators have received ongoing professional development to ensure implementation of the new State Standards and assessments. Professional learning modules on academic language with inclusion of learning materials on Gooru for additional support and choice have	\$221,145,213 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA

		<p>been provided for all teachers. Varied opportunities for professional learning including in-person, blended or online courses. Implemented courses to deepen math content knowledge in algebra and geometry for secondary teachers have been offered and teachers from all secondary schools have attended.</p> <p>MAP, SBAC. Extended Response benchmarks, DIBLES and student grades will be reviewed to determine additional needs.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).</p>	<p>\$6,708,082</p>	<p>All students with disabilities are provided access to core curriculum at all schools in alignment with the IEP. Least Restrictive Environment, mainstreaming, increased collaboration with general education teachers via case management period provided and expanded in the teachers' contract; Increased collaboratively taught classes. Transportation to and from school is provided as needed. District staff, faculty and support staff ensure alignment of instruction to meet individual student needs.</p>	<p>\$86,029,429 LCFF sources Special Education Department of Rehab: Workability II, Transition Partnership Medi-Cal Billing Option Local sources</p>
<p>Scope of Service   District-wide</p> <hr/>		<p>Scope of Service   District-wide</p> <hr/>	

<p><input checked="" type="checkbox"/> All</p> <hr/> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with Disabilities</u></li> </ul>		<p><input checked="" type="checkbox"/> All</p> <hr/> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with Disabilities</u></li> </ul>	
<p>2.3: Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.</p>	<p>\$346,417</p>	<p>Budget allocations were increased in 2014-15 at all school sites to provide schools and communities opportunity to link school practices for student services to the LCAP goals. Increased opportunity and access to enrichment activities via the District's K-8 Engage 360 after school program and supported High School after school program. The Common Core Base Grant resources were utilized to support 1:1 device implementation at all intermediate schools grades 6-8. District AVID resources support AVID programs for all school sites. The implemented Saturday School Attendance Recovery Program will redirect revenue after program costs back to school sites to support extracurricular programs for students, instructional materials and other programs and supplies.</p>	<p>\$10,289,119 LCFF sources Local sources</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <hr/> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <hr/> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	



<p>2.4: Ensure equitable access to technology in classrooms, on campus, and at home.</p>	<p>\$3,511,895</p>	<p>All schools received Chrome book or iPad carts to support implementation of SBAC administration in a mobile lab setting and for use during the regular school year per site need. Utilized the remaining Common Core Block Grant to provide 1:1 devices at all Intermediate schools grades 6-8 resulting in 11,000 new devices for students. The Board of Education adopted BYOD policies and approved upgrading 400 classrooms to new technology standards. Schools provide after-school access to computer labs; some schools provide parent training. In the 2015 - 16 school year, implementation of 1:1 will occur in grades 5 and 9. Ensured same access to technology for students with disabilities as for general education students. Ensured access to assistive technology for students with disabilities.</p>	<p>\$7,178,435 Common Core State Standards (CCSS)</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), foreign language, and physical education courses.</p>	<p>\$200,000</p>	<p>VAPA and PE curriculum specialists were hired to support equitable access for all students. Equitable access to the core instructional program, including Visual and Performing Arts, Foreign language and physical education courses is assured. Physical Education</p>	<p>\$109,000 LCFF sources</p>

		<p>courses provided at all schools align with the State Standards.                  VAPA courses offered at all secondary schools and Instrumental music and choir are offered at all elementary schools. Planning has been initiated for implementation of a K12 VAPA pathway program at Heninger and SAHS.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and Performing Arts (VAPA), access to foreign language classes and other elective classes.</p>	<p>\$2,402,380</p>	<p>VAPA and PE curriculum specialists were hired to support equitable access for all students including low-income students. All students are ensured access to the core instructional program. Project Lead the Way curriculum provides PBL units of instruction at elementary, intermediate and high school levels. Development of new curriculum and coursework support implementation of PBL for all students through virtual learning and blended learning models.                  Placement of a curriculum specialists at Spurgeon and Heninger to support PBL that includes the 8 elements of PBL and will lead to increased personalized learning. Elective classes include exploratory programs at the intermediate school levels in science, math, arts and technology. Dual</p>	<p>\$27,088,722                  LCFF sources                  Title I, Part A                  Title I, School Improvement Grant                  QEIA                  Quality Education Investment Act                  QEIA                  Local sources</p>

		<p>Language programs at selected elementary and intermediate schools provide instruction in foreign language electives and support preparation for high school foreign language program leading to Advanced Placement coursework and the Seal of Biliteracy.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>2.7: Increase access to technology that is available to students at school and at home.</p>	<p>\$1,371,560</p>	<p>The Common Core Block Grant provided 1:1 devices at all Intermediate schools grades 6-8 and will expand the program to grades 5 and 9 for the 2015-16 school year. Over 11,000 devices have been distributed to schools for students to check out and take home. Supported wireless program grant approved to implement 1:1 devices and wireless internet home/school access for students at Carr Intermediate and Valley High School in May, 2015. Schools provide after-school access to computer labs and some schools provide parent training. Chromebooks have been ordered to assist foster students access to learning through technology. All schools received Chrome book or iPad carts to support implementation of SBAC administration in a mobile lab setting and for use during the regular</p>	<p>\$12,830,989 LCFF sources Title I, Part A Local sources</p>

		school year per site need.	
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2.8: Provide professional development for teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.	\$1,300,000	Provided professional development for administrators and teachers to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy. Professional learning module on academic language, inclusion of professional learning materials on Gooru for additional support and choice professional learning, including in-person, blended or online. Staff development is provided by the CTE department to their immediate staff as well as statewide staff development as it relates to CTE Standards and the new State Standards. Site personnel have participated in professional development in order to implement restorative practices pilot at 5 schools, Valley HS, Spurgeon Intermediate School, Community Day School, Lorin Griset Academy and Cesar Chavez HS. District support is provided for the Dual Language programs to ensure student success at the elementary, intermediate, and high school levels to increase recipients eligible for the Seal	\$8,869,814 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA Title II, Part A Title III, LEP Carol M White PEP Grant Local sources

Scope of Service			of Biliteracy.	
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2.9: Support and extend learning opportunities for low-income pupils by increasing library access (staffing and hours of operation) and access to computer resources on campus. Provide computer training for parents.		\$784,895	All schools have increased access to school libraries and computer labs before and after school. Various schools offer access to the libraries and computer labs on Saturday mornings to increase access to students and parents. Through the AB 86 Consortium with local community college partners, community agencies, and the Orange County Department of Education access to Basic Education/Citizenship/ESL classes for parents, and CTE and adult transition classes has been increased. Materials to support schools in training parents on technology is being developed and shared with schools, on topics including: parent portal, email, internet safety/cyber savvy, free internet resources to support students. 28 sites provide computer classes for parents, supported by Santa Ana College School of Continuing Education.	
			\$3,143,745 LCFF sources Title I, part A Local sources	
Scope of Service	District-wide		Scope of Service	District-wide
_ All ----- OR:			_ All ----- OR:	

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2.10: Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.	\$1,800,000	SAUSD is offering summer school and enrichment programs all all high schools. Enrichment programs through Engage 360 at the elementary and intermediate schools is offered for students. Summer enrichment classes offer elementary, intermediate and high school students with opportunities for field trips and enrichment. Santa Ana 5-8th grade students participate in STEM/science based experiences such as the Starbase science camp, Outdoor Science School, and CSI Summer Training for challenged youth.	\$2,570,067 LCFF sources Title I, Part A Title III, LEP Local sources
Scope of Service   District-wide  _ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service   District-wide  _ All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	
2.11: Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.	\$160,000	SAUSD hired a grant writer to support programs and acquire additional resources for school programs. Through this resource, a partnership with a corporate partner will potentially provide mobile devices and access for 3 years at the home for all students at Valley and Carr. We are participating in the application process for an i3 grant, which would expand the	\$152,031 LCFF sources

		partnership and development of Gooru and its use in the District to support student success. Additional grants were written and submitted to support CTE and SAHS's Specialized School Program grant.					
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<p>2.12: Address language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese).</p>	\$242,895	<p>SAUSD addresses language barriers by ensuring access for parents of EL students to English classes, including online learning resources and courses offered through the community college, and develop native language translations of website (Spanish &amp; Vietnamese). English and ASL language Interpreters provided at IEP meetings and translation of IEP documents. Parents of EL students participate in appropriately translated ELAC meetings and school Site Council meetings at all sites. Translation services provided at Parent meetings, IEPs, Conferences, home communiques, and newsletters. The AB 86 Consortium plan provides access to Basic Education/Citizenship/ESL classes for parents, as well as CTE and adult transition classes in Santa Ana.</p>	<p>\$366,958</p> <p>LCFF sources</p> <p>Title I, Part A</p> <p>Migrant Education</p> <p>Local sources</p>				
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<p>2.13: Provide foster students with services targeted to specific needs of the subgroup that may be confidential in nature.</p>	<p>\$50,000</p>	<p>Community &amp; Foster Youth Liaison works with sites to determine the needs of foster youth and ensure that site administrators have awareness of this group of students and training that will enable them to meet their special needs.</p> <p>Increased collaboration with Orangewood and OCDE foster youth liaison and district/school of origin provides additional support</p>	<p>\$22,732</p> <p>LCFF sources</p>
<p>Scope of Service   District-wide</p>		<p>Scope of Service   District-wide</p>	
<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>SAUSD will continue to focus and work toward stated goals and adjust metrics. To align with the new LCAP regulations and template, SAUSD has added new expected annual measurable outcomes starting with LCAP Year 2015-16. The new metrics are identified with the indicator "New". Additionally, the description of metrics were revised for consistency of language and intent of the metric.</p> <p>Additional actions that will be added for the 2015-16 school year include:</p> <ul style="list-style-type: none"> <li>• Expansion of the 1:1 devices to include grades 5 and 9</li> <li>• Opening a new SAUSD elementary Project Based Learning dependent charter schools for approximately 120 students in grades 4-6.</li> <li>• Opening of a new Virtual School to support personalized learning for all students, as needed.</li> <li>• Implementation of Project Based Learning program at Spurgeon Intermediate School.</li> </ul>		



- Transformation and modernization of learning space at Lathrop Intermediate school to support STEAM focus with the integration of new STEAM lab.
- Continued implementation of professional learning for teachers utilizing Gooru, Google, technology use and integration.
- Expansion of Summer Enrichment Program and Summer School Program to support 17,000 students.
- Implementation of corporate supported 1:1 technology and home internet capabilities for student of Carr Intermediate and Valley High Schools.
- Continue work with EdTrust West to develop an action plan to address access and success for A-G coursework for all students.
- Implementation of new curriculum materials for students with moderate - severe disabilities.

The Local Control Accountability Plan (LCAP) was created during the 2013-14 school year based upon the goals and actions defined by a wide range of stakeholders input. The financial data reported was how the District was distributing the new dollars being received from Local Control Funding Formula for each of the action areas based on estimates of those actions. To provide maximum transparency, the LCAP now reports the full expenditures for each activity listed. Since 2014-15 was the first year of LCFF implementation there was no methodology to show how much was spent on each activity in the previous year. For this year the numbers in the annual update are not comparable as it is demonstrating how much LCFF funding was dedicated to the activity versus the total District expenditures for the activity.

Moving forward with the 2015-16 Annual Update next year the District will be able to show more comparable information which will be the planned total budget for each activity versus the actual expenses for each activity. Based upon the outcome data for each activity the District makes mid-year adjustments to dedicate resources to programs and support that enhance outcomes and shift resources from those activities that do not further positive outcomes based upon feedback from stakeholders and analysis of data. The budget and LCAP are living documents that are adjusted at each interim based upon the priorities of the District. This report is a summary of how the District's total expenditures align to each of the LCAP actions. Each expenditure aligns to only one LCAP goal, so for example Staff Development to support English Language Learner achievement was aligned to English Language learner support even though there is a separate action regarding staff development.

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 3 from prior year LCAP:	Students and staff will work in a healthy, safe, and secure environment that supports learning.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 8  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify	
Goal Applies to:	Schools: District Wide Applicable Pupil Subgroups: All Students		
Expected Annual Measurable Outcomes:	Metric 3a: California Healthy Kids Survey (CHKS)   10% increase at each grade level of students who feel safe or very safe at school Metric 3b: California School Parent Survey (CSPS)   10% decrease in the number of Parents who Disagree or Strongly Disagree that School is a safe place for their child Metric 3c: California School Climate Survey (CSCS)   10% decrease in the number of Staff who Disagree or Strongly Disagree that School is a safe place for students Metric 3d/e: Student suspension and expulsion Data   Restore 912 instructional days by reducing the total number of suspensions by 10% to 6,000   Reduce the number of expulsions to 60 Metric 3f: Parent survey data   Establish baseline parent participation rate based upon survey administered in Spring 2015 Metric 3g: Facilities Inspection Tool (FIT)   Establish baseline number of schools meeting exemplary standard on 2014-15 FIT survey	Actual Annual Measurable Outcomes:	Metric 3a: California Healthy Kids Survey (CHKS)   Students reported feeling safe or very safe at school: 75% Gr 5, 62% Gr 7, 64% Gr 9, 67% Gr 11, 69% Gr NT Metric 3b: California School Parent Survey (CSPS)   90% of surveyed parents indicated that school was a safe place for children Metric 3c: California School Climate Survey (CSCS)   90% of surveyed staff agree or strongly agree that school is a safe place for students. Metric 3d/e: Student suspension and expulsion Data   2013-14: 1,743 instructional days were restored by reducing the days of suspension to 7383 days in 2013-14 from 9126 days in 2012-13   2013-14: 59 students expelled Metric 3f: Parent survey data   2013-2014: 20.1% of parents participated in the annual survey Metric 3g: Facilities Inspection Tool (FIT)   50 schools meet the exemplary or good standard on the 2013-2014 FIT Survey
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
3.1: Provide adult supervision/staff during transition periods.	\$1,200,000	All school site administration, teachers, District Security Officers and Activity Supervisors supervise students before school, during passing periods, lunches, and after school. Special Education Department increased	\$2,863,220 LCFF sources

		<p>Student Support Providers and Instructional Assistants support for 2014-15. Playworks program added to some elementary schools. Provided professional learning for all noon duty supervisors by Playworks to support safe playground environment.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.2: Support learning opportunities for all stakeholders such as, but not limited to, providing family events, (e.g. Open House, Back to School Nights, and safe and sensitive schools workshops).</p>	<p>\$10,000</p>	<p>Support Services has sponsored several Parents on a Mission programs in the summer and one during the fall. All schools participate in and promote back to school night, open house, jump start, health fair, college day and career fairs, promotion and graduation ceremonies. District sponsored Family learning events such as the Summer Family Project and Winter Family Project were provided to K-12 followed by a presentation to parents and community. AVID and GATE parent engagement opportunities provided at all schools. Top 100 recognition and celebration event for students and parents.</p>	<p>\$91,881 LCFF sources Title I, Part A</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p>	

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<p>3.3: Establish processes that support maintaining current facilities (school safety and maintenance).</p>	<p>\$2,293,382</p>	<p>Processes are in place to support safety and maintenance of school facilities. Staff members respond in a timely manner to address concerns or safety issues reported by school site administrators.</p> <p>All schools have passed the OCDE Williams facilities inspection and Annual FIT reports are submitted to district by each school site.</p> <p>School safety protocols and PBIS are in place to promote and support safe anti-bully school environments at all schools. All sites complete an annual Safe School Plan which is reviewed and approved by the School Site Council and the Board of Education.</p>	<p>\$33,890,561</p> <p>LCFF sources</p> <p>Ongoing &amp; Major Maintenance Account</p> <p>Deferred Maintenance</p> <p>Civic Center Rental Fees</p> <p>Godinez Rental Fees</p> <p>Local sources</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	
<p>3.4: Support school and district operations to create welcoming and productive school environments. Conduct "anti-bullying awareness" and "safe and sensitive schools" campaigns that include outreach</p>	<p>\$4,502,332</p>	<p>Through professional development and other communication with Registrars/Office Managers, Pupil Support Services have initiated new policies promoting positive and welcoming enrollment processes. All</p>	<p>\$58,726,942</p> <p>LCFF sources</p> <p>Title I, Part A</p> <p>Special Education</p> <p>MediCal Administrative Activities (MAA)</p>

<p>efforts to staff, parents, and students.</p>		<p>school sites implement and are certified in the Positive Behavior Intervention Support model (PBIS). Developed and trained 29 PBIS Tier 3/Sustainability schools in theory of restorative practices and community circles. The Stop and Think Curriculum at K-5 school sites promote social emotional growth/social skill building. A Bully Prevention We TIP Hotline anonymous tips are investigated fully by SAUSD Police Department and Director of School Climate.</p>	<p>Self-Insurance Fund Local sources</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input checked="" type="checkbox"/> All OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.5: Ensure access for low income pupils to the core instructional program by including, but not limited to, Positive Behavior Interventions and Supports (PBIS) training, Implementation of restorative justice strategies, expanding drop-out prevention and retention efforts, mentoring, increasing nursing services, nutritious food, intramural sports, and other wellness programs. Expand School Climate Committees that include parents and students.</p>	<p>\$1,585,858</p>	<p>Access for low income pupils to the core instructional program is ensured by implementation Positive Behavior Interventions and Supports (PBIS) program at all schools. A School Climate and Program Assistance Program Specialist who is trained in restorative practices and implementation of restorative justice strategies at five secondary schools occurred this year. SAUSD expanded the drop-out prevention program and retention efforts by hiring two full time drop out prevention specialists and one guidance counselor to support students and families. Mentoring programs are offered through partnership with community organizations. SAUSD has</p>	<p>\$48,047,813 LCFF sources MediCal Administrative Activities (MAA) Medi-Cal Billing Option Special Education Title I, Part A Child Nutrition Child Nutrition: Healthy Active Families Carol M White PEP Grant Before and After School Learning &amp; Safe Neighborhood Local sources</p>

		<p>increased nursing services by hiring LVNs to provide support during absences, at schools and health services provided by community partners including ONE SIGHT, Tzu CHI and other community organizations. Nutritious food is provided through our food services department, serving breakfast, lunch and healthy after school snacks. Food tasting events are offered to secondary school to ensure that the department responds to food requests from students. We provide intramural sports and other wellness programs at all school sites. The implementation and expansion of the School Climate Committee includes parents and students meets monthly to increase communication with community members, parents and our District.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.6: Support extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.).</p>	<p>\$283,000</p>	<p>Support for extended learning opportunities for low-income pupils by providing parent training on accessing the student information system (attendance, grades, progress reports, etc.) is provided at all schools through regularly scheduled parent meetings. Parents are offered and provided training on the Parent portal/Aeries access during the parent conference</p>	<p>\$644,538 LCFF sources</p>

		and at the training following the monthly DAC/DELAC meetings.					
<table border="1"> <tr> <td>Scope of Service</td> <td>District-wide</td> </tr> </table>	Scope of Service	District-wide		<table border="1"> <tr> <td>Scope of Service</td> <td>District-wide</td> </tr> </table>	Scope of Service	District-wide	
Scope of Service	District-wide						
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<p><u>  </u> All ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify)</p>		<p><u>  </u> All ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <u>  </u> Other Subgroups: (Specify)</p>					
<p>3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services (e.g., parent trainings, links to community social service resources, parenting workshops, and secondary bridge programs), expand the use of school-based Parent and Community Liaisons, expanding structured recess at elementary schools, offering health fairs, and providing finger printing for parent volunteers. Support these efforts with transportation and childcare.</p>	\$1,457,649	<p>Parenting programs that support student success including, but not limited to Parents Investing in Quality Education (PIQE) and other family services are provided at various schools. Family services, including social service resources and parenting workshops are provided at all schools in collaboration with programs such as Project2inspire, Raising Highly Capable Children, Padres Unidos, PIQE, Padres Promotores, Padres en Accion, Boys Town, and GRIP. Latino Health Access, Family Resource Center, Corbin Center, Tzu Chi, One Sight, Neighborhood Associations and OCDE provide additional community social services and resources for parents/families. An Annual District Parent Conference was held in March 2015 to provide parents with information on student learning, and community resources. Schools based parent training and workshops include: Aeries, college and career guidance, Bill AB 540, drugs and alcohol, Raising Highly Capable Kids/40 Developmental Assets, technology, bullying, gang awareness, etc. Outreach Consultants</p>	<p>\$1,546,135 LCFF sources Title I, Part A Title I, School Improvement Grant QEIA</p>				

		<p>at secondary schools, and nine parent and community liaisons provide services to support parent needs in attendance and . Childcare and translation services is provided at all times.</p>	
<p>Scope of Service District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including translation services and English and computer classes.</p>	<p>\$10,000</p>	<p>Parents of English learners receive assistance including translation services, parent education classes including English and computer classes, All school sites provide monthly parent meetings to support student achievement with translation in the parent’s first language. Outreach Consultants, Community and Parent Liaisons Counselors, Higher Education Coordinators and TOSAs at schools provide support for monthly parent meetings, parent training, and community resources. The Special Education Department provided monthly Community Advisory Council meetings with parent education and translation services. Parent educational opportunities at the district level are replicated at the individual school levels. Adult English and Computer Classes are offered at various school sited in collaboration with the Santa Ana College Adult School and other community partners.</p>	<p>\$310,549</p> <p>LCFF sources</p> <p>Title I, Part A</p> <p>Title I, School Improvement Grant</p> <p>QEIA</p>



Scope of Service	High Schools	Scope of Service	High Schools
<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.9: Redesignated Fluent English Proficient (RFEP) students will receive services including, but not limited to, the services provided to all low-income students.</p>	<p>\$100,000</p>	<p>All redesignated Fluent English Proficient (RFEP) students receive services afforded all SAUSD students. Additionally, RFEP student's progress receives language development support and services by achievement monitoring at all schools. RFEP monitoring conducted after the first trimester for elementary schools and after the first semester for secondary school. Additional academic support services are provided at each school site.</p>	<p>\$156,967 Title III, LEP</p>
Scope of Service	District-wide	Scope of Service	District-wide
<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.10: Support the enhancement of school climate through smooth operations and processes.</p>	<p>\$185,582</p>	<p>School operations and processes are improved by providing professional development on district process, and on the implementation of Positive Behavior Intervention Systems(PBIS) at all schools and Restorative Justice system</p>	<p>\$154,866,019 LCFF sources Deferred Maintenance Building Fund Capital Facilities Fund</p>

		<p>at five schools to better support students. PBIS provides SWIS data to identify areas of need. Professional development for site Registrars/Office Managers has supported new policies promoting positive and welcoming enrollment processes. Training and consultation to school site staff and administration on expulsion and suspension paperwork such as AERIES codes within Assertive Discipline and their appropriate use (ongoing) maintain consistency among all schools. The California Healthy kids Survey provides data to determine needs of students. Professional development held at 25 sites on the new Attendance Focus System attendance monitoring program which includes 3 truancy, 2 excessive excused absences, and 3 tardy notification levels to families. A district Climate Committee was established in July 2014.</p>	<p>County School Facilities Fund                  Special Reserve Fund                  QZAB Solar Energy Savings                  Emergency Repair Prgm-Williams Case                  Capital Project Fund for Blended Component Units (CFD)                  Bond Interest &amp; Redemption Fund (BINR): Other Restricted                  Debt Service Fund: QZAB Solar Energy                  Debt Service Fund: Certificates of Participation (COP)                  California Clean Energy Jobs Act (Prop 39)                  Local sources</p>
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>3.11: Conduct a review of policies and procedures relating to discipline to incorporate restorative justice practices, where appropriate, and emphasize maintaining student connections to the learning program. Ensure discipline policies and student</p>	<p>\$10,000</p>	<p>A review of policies and procedures relating to discipline to incorporate restorative justice practices was implemented. All schools provide students and parents will student conduct expectations in English and Spanish. School rules and policies are</p>	<p>\$10,000                  LCFF sources</p>

<p>handbooks are available, in home languages, via the school and district websites.</p>		<p>printed in student agendas, in classrooms and posted on the school website. School expectation assemblies are held in the fall and in the spring semester. PBIS has been implemented at all school sites, which has resulted in a reduction in discipline issues at schools and has reduced suspensions and expulsions. Training for discipline (expulsion hearing, Discipline law, and SAUSD forms/coding/programs) were held. A restorative practice program specialist was hired and a restorative practices pilot was implemented at five District schools. The Discipline Handbook with new Civil Rights data, Special Education suspensions and Ed code changes and protocol was updated. Partnership with community organizations were expanded to support and mentor students, as needed.</p>	
<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   District-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>In the 2015-16 school year, SAUSD will maintain focus toward our goals. To align with the new LCAP regulations and template, SAUSD has added new expected annual measurable outcomes starting with LCAP Year 2015-16. The new metrics are identified with the indicator "New". Additionally, the description of metrics were revised for consistency of language and intent of the metric.</p> <p>Additional actions will be as follows:</p> <ul style="list-style-type: none"> <li>• PBIS-Implement Tier 3 Training and advanced indicators for the Sustainability tier of schools</li> <li>• Restorative practice- Develop metrics for efficacy and develop further capacity as indicated within those schools</li> </ul>		

- Develop system of incentives for PBIS refinement and RJ development
- Expand Restorative Justice program with professional development for school sites
- Expansion of SEL assessment to all students in grades 5-12 to assess growth mindset, self management and social awareness.
- Develop Summer Enrichment Program for at-risk students entering 8th grade addressing youth development, STEM and restorative justice
- Sustain mentoring partnerships with AmeriCorps and other like agencies
- Review status of health services to augment support for student health
- Expand availability of mental health services for at school sites
- Continue development of resources for school-based health center
- In collaboration with community members, define role of School Climate Committee toward student support
- Engage services of the SA City Police in an effort to prevent child abuse

The Local Control Accountability Plan (LCAP) was created during the 2013-14 school year based upon the goals and actions defined by a wide range of stakeholders input. The financial data reported was how the District was distributing the new dollars being received from Local Control Funding Formula for each of the action areas based on estimates of those actions. To provide maximum transparency, the LCAP now reports the full expenditures for each activity listed. Since 2014-15 was the first year of LCFF implementation there was no methodology to show how much was spent on each activity in the previous year. For this year the numbers in the annual update are not comparable as it is demonstrating how much LCFF funding was dedicated to the activity versus the total District expenditures for the activity.

Moving forward with the 2015-16 Annual Update next year the District will be able to show more comparable information which will be the planned total budget for each activity versus the actual expenses for each activity. Based upon the outcome data for each activity the District makes mid-year adjustments to dedicate resources to programs and support that enhance outcomes and shift resources from those activities that do not further positive outcomes based upon feedback from stakeholders and analysis of data. The budget and LCAP are living documents that are adjusted at each interim based upon the priorities of the District. This report is a summary of how the District's total expenditures align to each of the LCAP actions. Each expenditure aligns to only one LCAP goal, so for example Staff Development to support English Language Learner achievement was aligned to English Language learner support even though there is a separate action regarding staff development.

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	<u>\$115,601,206</u>
<p>For the 2015-16 school year, the total supplemental and concentration grant funds is projected at \$115,601,206. based on the number and concentration of low income, foster youth and English learner pupils. SAUSD has an unduplicated enrollment of 94.24%, therefore, the LCAP supplemental and concentration grant funding will be expended on a district wide basis, as allowed for in 5 CCR 15496 and as described in the LCAP. All SAUSD actions and services will support all students in the following areas: Continued professional learning to support implementation of the new state standards at all grade levels; increased implementation of K-3 literacy initiatives to ensure reading by 3rd grade; Increased staffing to provide additional services as needed, for students of significant subgroups; Extended learning and instructional programs to increase access and enrichment opportunities for all students; Increased access to technology and STEAM, to support the development of 21st century skills for all students in preparation of College and Career readiness; Increased support for Advancement Via Individual Determination(AVID) at all schools; Increased Career Technical Education (CTE) coursework to support career pathways at all high schools; Continued partnership with the Santa Ana Partnership to support dual enrollment opportunities for students; Increased parent and community involvement and educational opportunities at schools and at district level; Implementation of new dependent charter and virtual school programs to support online learning for first time learning, and credit recovery; Project based learning, blended learning, personalized learning and virtual learning programs to meet the needs of all students; Increased social and emotional support to promote social and emotional health and school contentedness, for all students; Continued focus on safe and secure schools to promote a positive learning environment. The district will review the Single Plans for Student Achievement (SPSA) annually, for all schools to ensure alignment to goals, metrics and expenditures to the LCAP.</p>	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

30.1 8	%
<p>The Local Control Funding Formula provides funds to school districts in the form of a base grant (supports operations and programs for all students) and for districts with large</p>	

unduplicated counts, (Socioeconomically disadvantaged pupils, English language learners, and Foster youth) additional supplemental and concentration grant funding to meet their individual needs. Santa Ana has a large unduplicated count of over 93% which results in approximately 27% of all LCFF funding coming in the form of supplemental and concentration grant funds. These funds are to be dedicated to meeting the needs of identified students. Currently, in Santa Ana Unified, the increase in proportionality for English Learners, Low Income Students and Foster Youth is 30.18% in the LCAP year. In order to ensure equity, we recognize the need to improve and expand services for our most at risk students. Overall, the District spends more than the required proportionality ratio on identified students as demonstrated within the LCAP.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX**

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) “Middle School dropout rate” shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) “High school dropout rate” shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) “High school graduation rate” shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Adoption of 2015-16 Budget

**ITEM:** Action

**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 seek adoption of the 2015-16 Budget.

**RATIONALE:**

At its June 9, 2015 Board meeting, a Public Hearing was conducted for the adoption of the 2015-16 Budget. 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 LCAP must be adopted at a public meeting. Both the LCAP and the budget are on the June 23, 2015, Board agenda for adoption.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt the 2015-16 Budget as presented.

SP:mm

2015-16

# SAUSD BUDGET PRESENTATION

JUNE 23, 2015



Tina Douglas

Assistant Superintendent, Business Services



# 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

CONCENTRATION  
GRANT

SUPPLEMENTAL  
GRANT

BASE GRANT

» Approximately 27.66% of all LCFF funds received by SAUSD

» Approximately 72.34% of all LCFF funds received by SAUSD



# 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 (\$32.2M)
- Increased costs for STRS/PERS, Health and Welfare, Sick Leave Benefits and the Affordable Care Act (\$7.9M)
- Increased Special Education costs (\$3.5M)
- Increased CTE Expense 2015-16 (\$2.9M)

# MAJOR CHANGES SINCE 2014 ADOPTED BUDGET: REVENUE

7

REVENUE ADJUSTMENTS - 2014-15	\$ (in millions)
Current year LCFF on-going funding adjustment	<b>(\$1.4 million)</b>

REVENUE ADJUSTMENTS - 2015-16	\$ (in millions)
Gap funding at 53.08% in LCFF funding projection	\$71.55 million
One-time funds will be included after State Budget enacted	-



# MAJOR CHANGES SINCE SECOND INTERIM BUDGET REPORT: ESTIMATED EXPENDITURES

8

EXPENDITURE ADJUSTMENTS - 2015-16		\$ (in millions)
LCAP Priorities		\$12.4 million
Special Education staffing increase		\$3.5 million
STRS/PERS Increase		\$4.2 million
Health & Welfare		\$2.2 million
Affordable Care/Sick Leave		\$1.5 million
CTE Expense (ROP pass through)		\$2.9 million
Routine Restricted Maintenance		\$3.5 million
Lower Class Size		\$9.6 million

# REVIEW OF JULY 1 BUDGET MYP UNRESTRICTED FUNDS

<b>MULTI-YEAR PROJECTIONS @ July 1 Budget</b>	<b>Base Year 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>\$33,497,605</b>
Allowed With No Explanation: 2% Operational Reserve	\$11,662,654
Fund Balance that Requires a Statement of Reasons	\$21,834,951

- **Reasons for Reserve**
  - **LCAP Priorities**
  - **Mitigating volatility in funding or expenditures**
  - **Instructional Materials/Adoptions**
  - **Addressing unexpected costs**

# PROJECTED ENDING FUND BALANCES (ALL OTHER FUNDS)

Fund (all \$ in 000's)	2014-15 Estimated Actuals	2015-16 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



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Adoption of Resolution No. 14/15-3067 – Acting as The Legislative Body of Community Facilities District No. 2004-1 of Santa Ana Unified School District (Central Park Project) Authorizing Issuance of its 2015 Special Tax Refunding Bonds in an Aggregate Principal Amount Not to Exceed Ten Million Dollars (\$10,000,000) and Approving Certain Documents and Taking and Approving Certain Other Actions in Connection Therewith**

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to adopt Resolution No. 14/15-3067 - Acting as the Legislative Body of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) authorizing the issuance of its 2015 Special Tax Refunding Bonds in an aggregate principal amount Not to exceed Ten Million Dollars (\$10,000,000) and approving certain documents and taking, and approving certain other actions in connection therewith.

The Board previously received an information presentation on the opportunity to refinance bonds issued by Community Facilities District No. 2004-1 (commonly referred to as the “Central Park Project”) on March 24, 2015.

The Board is asked to consider approval of a Resolution for the issuance of 2015 Special Tax Refunding Bonds (referred to as “Refunding Bonds”) to refinance the bonds originally issued in 2005.

**RATIONALE:**

Refinancing will achieve savings and benefit the taxpayers of Community Facilities District No. 2004-1. Based on current market conditions, savings is estimated to be more than \$1 million over 20 years.

The Resolution authorizes the issuance of the Refunding Bonds and specifies parameters including:

- Authorizes the refinancing to be completed only if the District can obtain a minimum of 3% net present value savings.

- Establishes a maximum “not-to-exceed” amount of new refunding bonds that can be issued.
- Authorizes the District to negotiate interest rates with, and sell the bonds to, the underwriting firm Stifel, Nicolaus & Company, Incorporated.
- Appoints financial advisor, bond counsel, disclosure counsel, special tax consultant, trustee and escrow agent, and verification agent to the District with respect to the bonds.
- Approves the forms of various documents relating to the bond issuance (such as the Bond Purchase Agreement, Bond Indenture, Escrow Agreement, Continuing Disclosure Agreement and the preliminary Official Statement, all of which will be finalized after the sale of the bonds), and authorizes certain District officials to finalize and execute the final versions of the documents with information from the bond sale.

**FUNDING:**

There is no budget implication for the District. The taxpayers of Community Facilities District No. 2004-1 will benefit from an estimated savings of more than \$1 million over 20 years as a result of refinancing.

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3067 - Acting as the Legislative Body of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) authorizing the issuance of its 2015 Special Tax Refunding Bonds in an aggregate principal amount Not to exceed Ten Million Dollars (\$10,000,000) and approving certain documents and taking, and approving certain other actions in connection therewith.

SP:mm



1 RESOLUTION NO. 14/15-3067

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5  
6 RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA ANA  
7 UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF  
8 COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA  
9 UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) AUTHORIZING  
10 THE ISSUANCE OF ITS 2015 SPECIAL TAX REFUNDING BONDS IN AN  
11 AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION  
12 DOLLARS (\$10,000,000) AND APPROVING CERTAIN DOCUMENTS AND  
13 TAKING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION  
14 THEREWITH  
15

16 **WHEREAS**, the Board of Education (the "Board") of the Santa Ana Unified School  
17 District, located in Orange County, California (hereinafter sometimes referred to  
18 as the "legislative body of the District"), has heretofore undertaken proceedings  
19 and declared the necessity to issue bonds on behalf of the Community Facilities  
20 District No. 2004-1 of the Santa Ana Unified School District (Central Park Project)  
21 (the "District") pursuant to the terms and provisions of the Mello-Roos Community  
22 Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5,  
23 of the Government Code of the State of California (the "Act"); and  
24

25 **WHEREAS**, the District has previously issued its \$11,785,000 2005 Special Tax  
26 Bonds (the "Prior Bonds"), currently outstanding in the aggregate principal amount  
27 of \$7,660,000, to finance certain public improvements; and  
28

29 **WHEREAS**, the Board, acting as the legislative body of the District, now  
30 desires to refund the Prior Bonds through the issuance of bonds in an aggregate  
31 principal amount not to exceed \$10,000,000 designated as "Community Facilities  
32 District No. 2004-1 of the Santa Ana Unified School District (Central Park Project)  
33 2015 Special Tax Refunding Bonds" (the "2015 Bonds"); and  
34

35 **WHEREAS**, the Board, acting as the legislative body of the District, finds  
36 that the issuance of the 2015 Bonds will achieve debt service savings; and  
37

38           **WHEREAS**, in order to effect the issuance of the 2015 Bonds, the Board, acting  
39 as the legislative body of the District, desires to enter into a Bond Indenture,  
40 dated as of July 1, 2015 (the "Bond Indenture"), with The Bank of New York Mellon  
41 Trust Company, N.A., as Trustee, and an Escrow Agreement with The Bank of New York  
42 Mellon Trust Company, N.A., as Escrow Bank (the "Escrow Agreement") in  
43 substantially the forms presented herewith; and  
44

45           **WHEREAS**, the legislative body of the District has determined in accordance  
46 with Government Code Section 53360.4 that a negotiated sale of the Bonds to Stifel,  
47 Nicolaus & Company, Incorporated, as underwriter (the "Underwriter") in accordance  
48 with the terms of the Bond Purchase Agreement (defined below) approved as to form  
49 by this Board herein will result in a lower overall cost to the District than a  
50 public sale; and  
51

52           **WHEREAS**, the legislative body of the District has determined that it is  
53 prudent in the management of its fiscal affairs to issue the 2015 Bonds;  
54

55           **NOW, THEREFORE**, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL  
56 DISTRICT, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT  
57 NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT), DOES  
58 HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:  
59

60                   **Section 1.** Each of the above recitals is true and correct.  
61

62                   **Section 2.** The legislative body of the District is authorized pursuant  
63 to the Act to issue the 2015 Bonds for the benefit of the District for purposes set  
64 forth herein and to take the necessary steps to refund, defease and redeem the  
65 Prior Bonds. The issuance of the 2015 Bonds in a principal amount not to exceed  
66 \$10,000,000 is hereby authorized pursuant to the Act with the exact principal  
67 amount to be determined by the officer signing the Bond Purchase Agreement in  
68 accordance with Section 7 below. The 2015 Bonds shall mature on the dates and pay  
69 interest at the rates set forth in the Bond Purchase Agreement to be executed on  
70 behalf of the District in accordance with Section 7 hereof and otherwise shall be  
71 substantially in the form set forth in the Bond Indenture presented at this  
72 meeting. All other provisions of the 2015 Bonds shall be governed by the terms and  
73 conditions set forth in the Bond Indenture which shall be prepared by Bond Counsel  
74 to the District and executed by any one of the President and the Clerk of the  
75 legislative body of the District, the Superintendent, Deputy Superintendent,

76 Operations and Executive Director of Business Operations of the School District, or  
77 their written designees (collectively the "Authorized Officers"), acting alone,  
78 which Bond Indenture shall be substantially in the form presented to the Board,  
79 with such additions thereto and changes therein as are recommended by Bond Counsel  
80 for the District and approved by the Authorized Officer or Authorized Officers  
81 executing the same, with such approval to be conclusively evidenced by the  
82 execution and delivery of the Bond Indenture by an Authorized Officer. Capitalized  
83 terms used in this Resolution which are not defined herein have the meaning  
84 ascribed to them in the form of the Bond Indenture.

85  
86 In satisfaction of the requirements contained in Section 53363.2 of the Act,  
87 the legislative body of the District hereby determines that: (1) it is anticipated  
88 that the issuance of the 2015 Bonds will occur on or about July 23, 2015, (2) the  
89 2015 Bonds shall be dated their date of issuance, and be in the denominations, have  
90 the maturity dates (which do not exceed the latest maturity date of the Prior Bonds  
91 being refunded), and be payable at the place and be in the form specified in the  
92 Bond Indenture, (3) the aggregate principal amount of 2015 Bonds shall not exceed  
93 \$10,000,000, (4) the 2015 Bonds shall not have a final maturity date later than  
94 September 1, 2035, (5) the 2015 Bonds will bear interest at the minimum rate of  
95 0.3% per annum, (6) the Underwriter's discount for the 2015 Bonds shall not exceed  
96 1.0% of the aggregate principal amount thereof (excluding original issue  
97 premium/discount, if any) plus typical underwriter expenses not to exceed 0.3% of  
98 the aggregate principal amount thereof (excluding original issue premium/discount,  
99 if any), and (7) the designated cost of issuing the 2015 Bonds being used to refund  
100 the Prior Bonds, as defined by Section 53363.8 of the Act, shall include all of the  
101 costs specified in Section 53363.8(a), (b) (2) and (c).

102  
103 Each of the Authorized Officers, acting alone, is hereby authorized to  
104 negotiate the terms of a commitment (the "Insurance Commitment") for bond insurance  
105 from one or more municipal bond insurance companies (an "Insurer") and, if such  
106 officer determines that the acquisition of a policy from an Insurer will result in  
107 net interest rate savings, to pay the insurance premium of for such policy from the  
108 proceeds of the 2015 Bonds and to approve changes to the Bond Indenture to the  
109 extent necessary to conform to the terms of the Insurance Commitment.

110  
111 In satisfaction of the requirements contained in Section 53364.2 of the Act,  
112 the legislative body of the District hereby determines that any savings achieved  
113 through the issuance of the 2015 Bonds shall be used to finance further facilities

114 authorized to be financed by the District with any amount in excess of the costs of  
115 the further facilities to be financed, as determined in the sole discretion of the  
116 Superintendent of the School District, or his designees, being used to reduce  
117 special taxes of the District, and such reductions shall be made in accordance with  
118 the Act.

119  
120 **Section 3.** The 2015 Bonds shall be executed on behalf of the District  
121 by the manual or facsimile signature of the President of the legislative body of  
122 the District, and the seal of the District, or a facsimile thereof, may be  
123 impressed or imprinted thereon and the 2015 Bonds shall be attested with the manual  
124 or facsimile signature of the Clerk of the legislative body of the District.

125  
126 **Section 4.** In accordance with the requirements of Section 53345.8(c)  
127 of the Act, the legislative body of the District hereby determines that the  
128 assessed value of the real property in the District subject to the special tax to  
129 pay debt service on the 2015 Bonds is at least three times the principal amount of  
130 the 2015 Bonds and the principal amount of all other bonds outstanding that are  
131 secured by a special tax levied pursuant to the Act or a special assessment levied  
132 on property within the District.

133  
134 **Section 5.** The proceeds of the 2015 Bonds and the Special Taxes may be  
135 invested in any of the Authorized Investments of the type described in the Bond  
136 Indenture.

137  
138 **Section 6.** The covenants set forth in the Bond Indenture to be  
139 executed in accordance with Section 2 above are hereby approved, shall be deemed to  
140 be covenants of the Board of Education of the Santa Ana Unified School District in  
141 its capacity as the legislative body of the District and shall be complied with by  
142 the District and its officers. The Board, acting as the legislative body of the  
143 District, hereby makes and adopts the findings and determinations in Section 5.2(1)  
144 of the Bond Indenture regarding the reduction of the maximum special tax rates.  
145 The Bond Indenture shall constitute a contract between the District and the  
146 registered owners of the 2015 Bonds.

147  
148 **Section 7.** The Bank of New York Mellon Trust Company, N.A. is hereby  
149 appointed to act as Trustee, Registrar and Transfer Agent for the 2015 Bonds and as  
150 Escrow Bank under the Escrow Agreement. Dolinka Group, LLC, is hereby appointed to

151 act as Dissemination Agent pursuant to the Continuing Disclosure Agreement to be  
152 entered into between the Dissemination Agent and the District (the "Continuing  
153 Disclosure Agreement"), a copy of which is on file with the Clerk of the Board.  
154 Each of the Superintendent and Deputy Superintendent, Operations of the School  
155 District, or their written designees, acting alone, is hereby authorized to enter  
156 into an agreement with the Trustee to provide such services to the District. The  
157 forms of the Continuing Disclosure Agreement, the Bond Purchase Agreement and the  
158 Escrow Agreement presented at this meeting are hereby approved and each of the  
159 Authorized Officers, acting alone, is hereby authorized and directed to execute the  
160 Bond Purchase Agreement, the Continuing Disclosure Agreement and the Escrow  
161 Agreement in substantially the forms hereby approved, with such additions thereto  
162 and changes therein as are recommended or approved by Bond Counsel for the District  
163 and the Authorized Officer or Authorized Officers executing the same, with such  
164 approval to be conclusively evidenced by the execution and delivery of such  
165 documents by an Authorized Officer; provided, however, that the Bond Purchase  
166 Agreement shall be signed only if the interest rate on the 2015 Bonds is such that  
167 the principal and total interest cost to maturity on the 2015 Bonds is less than  
168 the principal and total interest cost to maturity on the Prior Bonds, the last  
169 maturity date of the 2015 Bonds is not later than the last maturity date of the  
170 Prior Bonds and the net present value savings from refunding the Prior Bonds is not  
171 less than 3.0% of the principal amount of the Prior Bonds being refunded.

172  
173 **Section 8.** The form and content of the Preliminary Official Statement  
174 substantially in the form presented to and considered at this meeting is hereby  
175 approved, with such additions thereto and changes therein as are determined to be  
176 necessary or desirable by any one of the Authorized Officers, including, but not  
177 limited to, such additions and changes as are necessary to make all information set  
178 forth therein accurate and not misleading. The Authorized Officers are, and each  
179 of them acting alone is, hereby authorized to certify to the Underwriter on behalf  
180 of the District that the Preliminary Official Statement is deemed final as of its  
181 date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission  
182 (except for the omission of certain information as permitted therein) and to  
183 release the Preliminary Official Statement to the Underwriter for distribution to  
184 potential investors. The distribution by the Underwriter of the Preliminary  
185 Official Statement and the Official Statement to persons who may be interested in  
186 the purchase of the 2015 Bonds is hereby authorized and approved. Each of the  
187 Authorized Officers, acting alone, is hereby authorized and directed to deliver to  
188 the Underwriter a final Official Statement in the form of the Preliminary Official

189 Statement, together with such changes as are determined necessary or desirable by  
190 the Authorized Officer executing the Official Statement, and to make such Official  
191 Statement complete and accurate as of its date, such approval to be conclusively  
192 evidenced by the delivery of the Official Statement to the Underwriter.

193  
194 **Section 9.** Each of the Superintendent and Deputy Superintendent,  
195 Operations of the School District, or their written designees, acting alone, is  
196 authorized to contract for all services necessary to effect the issuance of the  
197 2015 Bonds. Such services shall include, but not be limited to, printing the 2015  
198 Bonds, the Preliminary Official Statement and the final Official Statement,  
199 obtaining legal services, Trustee services and any other services deemed  
200 appropriate as set forth in a certificate of the Superintendent or the Deputy  
201 Superintendent, Operations of the School District, or their written designees.  
202 Stradling Yocca Carlson & Rauth, a Professional Corporation ("SYCR") shall act as  
203 Bond Counsel with respect to the issuance of the 2015 Bonds and each of the  
204 Authorized Officers, acting alone, is authorized to execute an agreement with SYCR  
205 to act as Bond Counsel. In connection with the issuance of the 2015 Bonds, each of  
206 the Authorized Officers, acting alone, is further authorized to enter into  
207 contracts with Stifel, Nicolaus & Company, Incorporated, as Underwriter, Government  
208 Financial Strategies inc., as Financial Advisor, Dolinka Group LLC, as Special Tax  
209 Consultant and Dissemination Agent, McFarlin & Anderson, as Disclosure Counsel, The  
210 Bank of New York Mellon Trust Company, N.A., as Trustee and Escrow Bank, and Causey  
211 Demgen & Moore, P.C., as Verification Agent. Each of the Authorized Officers,  
212 acting alone, is authorized to pay for the cost of such services, together with  
213 other Costs of Issuance (as defined in the Bond Indenture), with 2015 Bond proceeds  
214 deposited to the Costs of Issuance Fund established pursuant to the Bond Indenture.

215  
216 **Section 10.** All actions heretofore taken by officers and agents of the  
217 District and the School District with respect to the sale and issuance of the 2015  
218 Bonds are hereby approved, confirmed and ratified, and the President and Clerk of  
219 the legislative body of the District and the other officers of the School District  
220 and the District responsible for the fiscal affairs of the District are hereby  
221 authorized and directed to take any actions and execute and deliver any and all  
222 documents as are necessary to accomplish the issuance, sale and delivery of the  
223 2015 Bonds in accordance with the provisions of this Resolution and the fulfillment  
224 of the purposes of the 2015 Bonds as described in the Bond Indenture including an  
225 amendment to the Impact Mitigation Agreement for the District dated as of April 1,  
226 2005 to eliminate the requirement for a letter of credit and an agreement among the

227 School District, the Irvine Ranch Water District and Lennar Homes, or any  
228 subsidiary thereof, to increase the total amount to be expended by the District for  
229 water facilities by up to \$250,000. In the event that the President of the  
230 legislative body of the District is unavailable to sign any document authorized for  
231 execution herein, any other member of the Board or the Superintendent of the School  
232 District, or his written designee, may sign such document. Any document authorized  
233 herein to be signed by the Clerk of the legislative body of the District may be  
234 signed by a duly appointed deputy clerk.

235  
236 **Section 11.** This Resolution shall take effect immediately upon its  
237 adoption.

238  
239 ADOPTED, SIGNED AND APPROVED this 23rd day of June, 2015.

240  
241 \_\_\_\_\_  
242 John Palacio  
243 President of the Board of Education of the  
244 Santa Ana Unified School District, acting as  
245 the legislative body of Community Facilities  
246 District No. 2004-1 of the Santa Ana Unified  
247 School District (Central Park Project)

248 (SEAL)

249  
250 ATTEST:  
251 \_\_\_\_\_  
252 Valeria Amezcua  
253 Clerk of the Board of Education of the  
254 Santa Ana Unified School District, acting  
255 as the legislative body of Community  
256 Facilities District No. 2004-1 of the  
257 Santa Ana Unified School District  
258 (Central Park Project)

259  
260 STATE OF CALIFORNIA )  
261 ) ss.  
262 COUNTY OF ORANGE )  
263

264 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified  
265 School District, acting in its capacity as the legislative body of the Community  
266 Facilities District No. 2004-1 of the Santa Ana Unified School District (Central  
267 Park Project) hereby certify that the above and foregoing Resolution was duly and  
268 regularly adopted by said Board at a regular meeting thereof held on the 23<sup>rd</sup> day of  
269 June, 2015 and passed by the following vote of said Board:

270  
271

272 AYES:

273 NOES:

274 ABSENT:

275

276 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23<sup>rd</sup> day of  
277 June, 2015.

278

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281

---

Valerie Amezcua

282

Clerk of the Board of Education of the  
Santa Ana Unified School District, acting  
as the legislative body of Community  
Facilities District No. 2004-1 of the  
Santa Ana Unified School District  
(Central Park Project)

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**BOND INDENTURE**

**Between**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE  
SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee**

**Relating To**

**\$ \_\_\_\_\_  
COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE  
SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**Dated as of \_\_\_\_\_ 1, 2015**

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## BOND INDENTURE

THIS BOND INDENTURE (“Indenture”) dated as of \_\_\_\_\_ 1, 2015, by and between the 2004-1 of the Santa Ana Unified School District (Central Park Project) Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the “District”) and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), governs the terms of the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds (the “Bonds”) issued in accordance herewith.

### *RECITALS:*

WHEREAS, the Board of Education of the Santa Ana Unified School District, located in Orange County, California (hereinafter sometimes referred to as the “legislative body of the District”), has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5, of the Government Code of the State of California (the “Act”); and

WHEREAS, the District has previously issued its Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2005 Special Tax Bonds in the aggregate principal amount of \$11,785,000 (the “Refunded Bonds”) pursuant to that certain Bond Indenture by and between the District and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Prior Fiscal Agent”), dated as of August 1, 2005 (the “Prior Indenture”), and the Refunded Bonds are the only bonds of the District outstanding; and

WHEREAS, the legislative body of the District intends to accomplish the refunding of the Refunded Bonds through the issuance of bonds in an aggregate principal amount of \$ \_\_\_\_\_ designated as the “Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds” (the “Bonds”) and to fund a deposit to the Reserve Account and pay certain costs related to the issuance of the Bonds; and

WHEREAS, the District has determined that the issuance of the Bonds will provide significant public benefits by providing debt service savings for the District; and

WHEREAS, the Bonds are to be issued and sold in accordance with Resolution No. \_\_\_\_\_ of the Board of Education (the “Board”) of the Santa Ana Unified School District (the “School District”), acting in its capacity as the legislative body of the District and this Indenture; and

WHEREAS, the District has determined that all requirements of the Act for the issuance of the Bonds have been satisfied; and

WHEREAS, upon their issuance, the Bonds will be the only outstanding bonds of the District, and the District is covenanting herein not to issue any future obligation or security having a lien, charge, pledge or encumbrance on a parity with the Bonds upon the Special Taxes, except for indebtedness issued to refund the Bonds;

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Owners of the Bonds which may be issued hereunder from time to time, as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 et seq. of the California Government Code.

“Administrative Expense Account” means that certain account by that name established and maintained in the Special Tax Fund.

“Administrative Expense Requirement” means the amount of \$\_\_\_\_\_, provided that the District may, in its sole discretion, fund additional Administrative Expenses, without limitation, from any other funds available to the District.

“Administrative Expenses” means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys’ fees and other costs related thereto, the fees and expenses of the Trustee and any Special Tax Consultant to the District, any costs related to the District’s compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds and the District, and any other costs otherwise incurred by the School District staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District hereunder.

“Alternative Penalty Account” means the account by that name created and established in the Rebate Fund pursuant to Section 3.1 hereof.

“Annual Debt Service” means the principal amount of any Outstanding Bonds and Parity Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds in such Bond Year, if the Bonds are retired as scheduled.

“Authorized Investments” means any of the following investments, if and to the extent the same are at the time legal for investment of the District’s funds (the Trustee is entitled to rely upon investment direction from the District as a certification such investment is an Authorized Investment):

- (a) Federal Securities;
- (b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- U.S. Export-Import Bank - Direct obligations or fully guaranteed certificates of beneficial ownership;
- Farmers Home Administration - Certificates of beneficial ownership;
- General Service Administration - Participation Certificates;
- Government National Mortgage Association (GNMA or "Ginnie Mae") GNMA - guaranteed mortgage-backed bonds, GNMA - guaranteed pass-through obligations;
- U.S. Maritime Administration - Guaranteed Title XI financing;
- U.S. Department of Housing and Urban Development (HUD), Project Notes, Local Authority Bonds, New Communities Debentures - U.S. government guaranteed debentures, U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds;
- Federal Housing Administration Debentures;

(c) Senior debt obligations rated "AAA" by Standard & Poor's Ratings Group (Standard & Poor's) and "Aaa" by Moody's Investors Service, Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933 and having a rating by Standard & Poor's of AAAM-G or better;

(e) Certificates of deposit secured at all times by collateral described in (a) and (b) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party or the Trustee and the Trustee on behalf of the Bond Owners must have a perfected first security interest in the collateral;

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC;

(g) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (i.e., ratings on holding companies are not considered as the rating of the bank);

(h) Commercial Paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by Standard & Poor's;

(i) Repurchase agreements with financial institutions insured by the FDIC; or any broker-dealer with "retail customers" which falls under the jurisdiction of the Securities Investors Protection Corporation (SIPC); or a bank or other financial institution rated in the top two rating categories by one or more Rating Agencies; provided that: (i) the over-collateralization is at one hundred two percent (102%), computed weekly, consisting of such securities as described in this

section, items (a) through (c); (ii) a third party custodian, the Trustee or the Federal Reserve Bank shall have possession of such obligations; (iii) the Trustee shall have perfected a first priority security interest in such obligations; and (iv) failure to maintain the requisite collateral percentage will require the Trustee to liquidate the collateral;

(j) County or State-administered pooled investment funds in which the District is statutorily permitted or required to invest to the extent that any amounts are deposited by the Trustee into such funds and the Trustee shall have direct access to such fund;

(k) The local agency investment pool maintained by the Orange County Treasurer's Money Market Investment Pool to the extent deposits and withdrawals may be made directly by and in the name of the Trustee.

"Authorized Representative of the School District" or "Authorized Representative" means the Superintendent or the Deputy Superintendent, Operations of the School District or any other person or persons designated by the Superintendent or the Deputy Superintendent, Operations by a written certificate signed by the Superintendent or the Deputy Superintendent, Operations and containing the specimen signature of each such person.

"Bond Counsel" means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Register" means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

"Bond Year" means the twelve (12) month period commencing on September 2 of each year and ending on September 1 of the following year, and for the first Bond Year commencing on the Delivery Date and ending on September 1, 2015.

"Bondowner" or "Owner" means the person or persons in whose name or names any Bond or Parity Bond is registered.

"Bonds" means the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds issued in the original principal amount of \$\_\_\_\_\_.

"Business Day" means a day which is not a Saturday or Sunday or a day of the year on which banks in New York, New York, Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized to remain closed.

"Certificate of an Authorized Representative" means a written certificate executed by an Authorized Representative of the School District, or his written designee.

"Code" means the Internal Revenue Code of 1986, together with any amendments thereto.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement, dated \_\_\_\_\_ 1, 2015, by and between the District and Dolinka Group, LLC, as dissemination agent thereunder.



“Corporate Trust Office” means the Corporate Trust Office of the Trustee at 400 South Hope Street, Suite 400, Los Angeles, California 90071 provided, however for transfer, registration, exchange, payment and surrender of Bonds means care of the Corporate Trust Office of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California or such other office designated by the Trustee from time to time.

“Costs of Issuance” means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including the acceptance and initial annual fees and expenses of the Trustee, legal fees and expenses, costs of printing the Bonds and the preliminary and final Official Statements, fees of the appraiser, financial consultants, special tax consultants and other fees and expenses set forth in a Certificate of an Authorized Representative, or his or her designee.

“County” means the County of Orange, California.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.1 hereof.

“Debt Service Account” means the account by that name established pursuant to Section 3.1 hereof.

“Delivery Date” means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

“Depository” means the securities depository acting as Depository under Section 2.12 hereof.

“Developer” means LENNAR KFPLB, LLC, or any successor thereto.

“Dissemination Agent” means Dolinka Group, LLC, and any successor thereto.

“District” means Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) established pursuant to the Act and the Resolution of Formation.

“Escrow Agreement” means the Escrow Agreement, by and between The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, and the District, dated as of \_\_\_\_\_ 1, 2015.

“Escrow Bank” means The Bank of New York Mellon Trust Company, N.A..

“Escrow Fund” means the Escrow Fund established under the Escrow Agreement.

“Federal Securities” means any of the following:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation (“FDIC”) or otherwise collateralized with obligations described in paragraph (2) below),

(2) Direct obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, or

(3) Obligations of any agency, department or instrumentality of the United States of America the timely payment of principal of and interest on which are fully guaranteed by the United States of America.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next following June 30.

“Gross Taxes” means the amount of all Special Taxes received by the District from the Treasurer, together with the net proceeds collected from the sale of property pursuant to the foreclosure provisions of this Indenture, penalties and interest received by the District in connection with the delinquency of such Special Taxes and proceeds from any security for payment of Special Taxes taken in lieu of foreclosure after payment of administrative costs and attorneys’ fees payable from such proceeds to the extent not previously paid as an Administrative Expense.

“Indenture” means this Bond Indenture, together with any Supplemental Indenture approved pursuant to Article 6 hereof.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District or the School District, who, or each of whom:

(a) is in fact independent and not under the domination of the District or the School District;

(b) does not have any substantial interest, direct or indirect, in the District or the School District; and

(c) is not connected with the District as a member, officer or employee of the District, but who may be regularly retained to make annual or other reports to the District or the School District.

“Interest Payment Date” means each March 1 and September 1, commencing [March 1, 2016]; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

“Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year:

(1) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and

(2) the interest payable on the aggregate principal amount of the Outstanding Bonds and Parity Bonds in such Bond Year if the Bonds are retired as scheduled.

“Net Taxes” means Gross Taxes minus amounts set aside to pay the Administrative Expense Requirement.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.12 hereof.

“Ordinance” means Ordinance No. 2004-1-1 adopted by the legislative body of the District on September 28, 2004 providing for the levying of the Special Tax.

“Outstanding” or “Outstanding Bonds and Parity Bonds” means all Bonds and Parity Bonds theretofore issued by the District, except:

(1) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 10.1 hereof;

(2) Bonds and Parity Bonds for payment or redemption of which monies shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds or Parity Bonds), provided that, if such Bonds or Parity Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Indenture or any applicable Supplemental Indenture for Parity Bonds; and

(3) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to Section 2.9 hereof or for which a replacement has been issued pursuant to Section 2.10 hereof.

“Parity Bonds” means all bonds, notes or other similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided in this Indenture or any Supplemental Indenture, rank on a parity with the Bonds.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds the Bonds or Parity Bonds as a securities depository.

“Project” means those public facilities described in the Resolution of Formation which are to be acquired or constructed within and outside of the District, including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by qualified electors within the District from time to time.

“Project Costs” means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds, including, but not limited to, Trustee and other fees and expenses relating to the issuance of the Bonds and the formation of the District, and to pay any other “incidental expenses” of the District, as such term is defined in the Act.

“Rating Agency” means Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Service or both, as the context requires.

“Rate and Method of Apportionment” means that certain Rate and Method of Apportionment of Special Taxes approved by the qualified electors of the District of the District at the September 28, 2004 election, as amended by Resolution No. 04/05-2613 of the Board of Education, acting as the legislative body of the District, adopted on June 28, 2005, and as further amended from time to time.

“Rebatable Arbitrage” means the amount (determinable as of the last day of each fifth Bond Year and upon retirement of the Bonds) of arbitrage profits payable to the United States at all times and in the amounts specified in Section 148(f) of the Code and any applicable Regulations.

"Rebate Fund" means the fund by that name created and established pursuant to Section 3.1 hereof.

"Rebate Regulations" means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

"Redemption Account" means the account by that name created and established pursuant to Section 3.1 hereof.

"Regulations" means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

"Representation Letter" shall mean the Blanket Letter of Representations from the District to the Depository as described in Section 2.12 hereof.

"Reserve Account" means the account by that name created and established pursuant to Section 3.1 hereof.

"Reserve Requirement" means that amount as of any date of calculation equal to the least of (i) 10% of the initial principal amount of the Bonds and Parity Bonds, if any, (ii) Maximum Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any, and (iii) 125% of average Annual Debt Service on the then Outstanding Bonds and Parity Bonds.

"Resolution of Formation" means collectively Resolution Nos. 04/05-2580 and 04/05-2581 adopted by the Board of Education of the School District on September 28, 2004 and Resolution No. 04/05-2613, adopted by the Board of Education of the School District on June 28, 2005, pursuant to which the School District formed, and amended, the District.

"Resolution of Issuance" means Resolution No. \_\_\_\_\_ duly adopted by the Board of Education of the School District, acting in its capacity as the legislative body of the District, on \_\_\_\_\_, approving this Indenture, and any supplemental bond indenture approved pursuant to Article VI hereof.

"School District" means the Santa Ana Unified School District, Santa Ana, California.

"Sinking Fund Payment" means any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

"Special Tax Prepayments" means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in of the District made in accordance with the Rate and Method of Apportionment.

"Special Taxes" means the taxes authorized to be levied by the District in accordance with the Ordinance, the Resolution of Formation, the Act and the Rate and Method of Apportionment.

"Supplemental Indenture" means any supplemental indenture amending or supplementing this Indenture.

“Surplus Fund” means the fund by that name created and established pursuant to Section 3.1 hereof.

“Tax Certificate” means the certificate by that name to be executed by the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

“Taxable Property” means the area within the boundaries of the District which is not exempt from application of the Special Tax by operation of law or the Rate and Method of Apportionment.

“Term Bonds” means any term maturities of an issue of Parity Bonds as specified in a Supplemental Indenture.

“Treasurer” means the Treasurer-Tax Collector of the County of Orange.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., and any successor thereto.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated with respect to the Bonds and, with respect to each issue of Parity Bonds, the institution or institutions, if any, with whom the District enters into a purchase contract for the sale of such issue.

“Water Facilities” means public capital improvements with a useful life of five years or longer to be owned and operated by the Irvine Ranch Water District, as provided pursuant to that certain Joint Community Facilities Agreement by and between the District, the Irvine Ranch Water District and Lennar KFPLB, LLC, a Delaware limited liability company, dated as of September 1, 2004.

## ARTICLE II

### GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1 Amount, Issuance, Purpose and Nature of Bonds and Parity Bonds. Under and pursuant to the Act, the Bonds in the aggregate principal amount of \$ \_\_\_\_\_ shall be issued for the purposes of refunding the Refunded Bonds, funding the Reserve Account and paying Costs of Issuance. The Bonds and any Parity Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and the other amounts in the funds created hereunder, other than amounts in the Rebate Fund, the Acquisition and Construction Fund or the Administrative Expense Account.

Section 2.2 Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the School District, the State of California, or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the School District or general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund, as more fully described herein. The District’s limited obligation to pay the principal of, premium, if any, and interest on the Bonds and

any Parity Bonds from amounts in the Special Tax Fund is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the School District or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the School District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund which are, under the terms of this Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds and interest thereon and neither the members of the legislative body of the District or the Board of Education of the School District nor any persons executing the Bonds or any Parity Bonds, are liable personally on the Bonds or any Parity Bonds, by reason of their issuance.

Notwithstanding anything to the contrary contained in this Indenture, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or Parity Bonds or for the performance of any covenants contained herein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3 Equality of Bonds and Parity Bonds and Pledge of Net Taxes. Pursuant to the Act and this Indenture, the Bonds and any Parity Bonds shall be equally payable from the Net Taxes and other amounts in the Special Tax Fund, without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund, which are hereby set aside for the payment of the Bonds and any Parity Bonds. Amounts in the Special Tax Fund shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding shall not be used for any other purpose, except as permitted by this Indenture or any Supplemental Indenture. Notwithstanding any provision contained in this Indenture to the contrary, Net Taxes deposited in the Rebate Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Costs of Issuance Fund or the Administrative Expense Account shall be construed as a trust fund held for the benefit of the Owners.

Nothing in this Indenture or any Supplemental Indenture shall preclude: (i) subject to the limitations contained hereunder, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (ii) the issuance, subject to the limitations contained herein, of Parity Bonds which shall be payable from Net Taxes.

Section 2.4 Description of Bonds; Interest Rates. The Bonds and any Parity Bonds shall be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Bonds and any Parity Bonds of each issue shall be numbered as desired by the Trustee. The Bonds shall be designated "COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) 2015 Special Tax Refunding

Bonds.” The Bonds shall be dated as of their Delivery Date and shall mature and be payable on September 1 in the years and in the aggregate principal amounts and shall be subject to and shall bear interest at the rates set forth in the table below payable on [March 1, 2016] and each Interest Payment Date thereafter:

*Period Ending  
(September 1)*

*Principal*  
\$

*Interest Rate*  
%

Interest shall be payable on each Bond and Parity Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond or Parity Bond has been paid; provided, however, that if at the maturity date of any Bond or Parity Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof in full, in accordance with the terms of this Indenture, such Bonds and Parity Bonds shall then cease to bear interest. Interest due on the Bonds and Parity Bonds shall be calculated on the basis of a 360 day year comprised of twelve 30 day months.

Section 2.5 Place and Form of Payment. The Bonds and Parity Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and Parity Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the Corporate Trust Office of the Trustee in Dallas, Texas, or at the designated office of any successor Trustee. Interest on any Bond or Parity Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond or Parity Bond, unless (i) such date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication; (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication; or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond or Parity Bond, in which event interest shall be payable from the dated date of such Bond or Parity Bond, as applicable; provided, however, that if at the time of authentication of such Bond or Parity Bond, interest is in default, interest on that Bond or Parity Bond shall be payable from the last Interest



Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on that Bond or Parity Bond, interest on that Bond or Parity Bond shall be payable from its dated date. Interest on any Bond or Parity Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond or Parity Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Trustee mailed by first class mail, postage prepaid, to such Bondowner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Trustee on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds or of any issue of Parity Bonds, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Section 2.6 Form of Bonds and Parity Bonds. The definitive Bonds may be printed from steel engraved or lithographic plates or may be typewritten. The Bonds and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of such Bonds and of the certificate of authentication. Each issue of Parity Bonds and the certificate of authentication therefor shall be in the form provided in the Supplemental Indenture for such issue of Parity Bonds.

Until definitive Bonds or Parity Bonds, as applicable, shall be prepared, the District may cause to be executed and delivered in lieu of such definitive Bonds or Parity Bonds temporary bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds or Parity Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive Bonds or Parity Bonds, as applicable, any temporary bond shall be entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds and Parity Bonds. If the District issues temporary Bonds or Parity Bonds, it shall execute and furnish definitive Bonds or Parity Bonds, as applicable, without unnecessary delay and thereupon any temporary Bond or Parity Bond may be surrendered to the Trustee at its office, without expense to the Owner, in exchange for a definitive Bond or Parity Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds or Parity Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

Section 2.7 Execution and Authentication. The Bonds and Parity Bonds shall be signed on behalf of the District by the manual or facsimile signature of the President of the Board of Education and countersigned by the manual or facsimile signature of the Clerk of the Board, or any duly appointed deputy clerk, in their capacity as officers of the District and attested by the signature of the Clerk of the Board. In case any one or more of the officers who shall have signed any of the Bonds or Parity Bonds shall cease to be such officer before the Bonds or Parity Bonds so signed have been authenticated and delivered by the Trustee (including new Bonds or Parity Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or Parity Bonds or to lost, stolen, destroyed or mutilated Bonds or Parity Bonds), such Bonds or Parity Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed such Bonds or Parity Bonds had not ceased to hold such office.

Only such Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A hereto shall be entitled to any right or benefit under this Indenture, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee.

Section 2.8 Bond Register. The Trustee will keep or cause to be kept, at the Corporate Trust Office, sufficient books for the registration and transfer of the Bonds and any Parity Bonds which shall be open to inspection by the District during all regular business hours upon reasonable prior notice, and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds and any Parity Bonds as herein provided.

The District and the Trustee may treat the Owner of any Bond or Parity Bond whose name appears on the Bond Register as the absolute Owner of that Bond or Parity Bond for any and all purposes, and the District and the Trustee shall not be affected by any notice to the contrary. The District and the Trustee may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Trustee of any change in the Bondowner's address so that the Bond Register may be revised accordingly.

Section 2.9 Registration of Exchange or Transfer. Subject to the limitations of the following paragraph, the registration of any Bond or Parity Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond or Parity Bond for cancellation at the Corporate Trust Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds or Parity Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds or Parity Bonds for other authorized denominations of the same maturity and issue. The Trustee shall not collect from the Owner any charge for any new Bond or Parity Bond issued upon any exchange or transfer, but shall require the Bondowner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds or Parity Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds or a new Parity Bond or Parity Bonds, as applicable, of the same issue and maturity, for a like aggregate principal amount; provided that the Trustee shall not be required to register transfers or make exchanges of (i) Bonds or Parity Bonds for a period of 15 days next preceding any selection of the Bonds or Parity Bonds to be redeemed; or (ii) any Bonds or Parity Bonds chosen for redemption.

Section 2.10 Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond or Parity Bond shall become mutilated, the District, at the expense of the Bondowner, shall execute, and the Trustee shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to Section 10.1 hereof. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District, at the expense of the Bondowner, shall execute and the Trustee shall authenticate and deliver, a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits hereof with all other Bonds and Parity Bonds

issued hereunder. The Trustee shall not treat both the original Bond or Parity Bond and any replacement Bond or Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding hereunder, but both the original and replacement Bond or Parity Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds upon receipt of indemnification satisfactory to the Trustee.

Section 2.11 Validity of Bonds and Parity Bonds. The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 2.12 Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully-registered Bond for each maturity (which may be typewritten). Upon initial issuance, the ownership of each such Bond shall be registered in the registration books maintained by the Trustee in the name of the Nominee, as nominee of the Depository. Except hereinafter as provided, all of the Outstanding Bonds shall be registered in the registration books maintained by the Trustee in the name of the Nominee.

With respect to the Bonds registered in the name of the Nominee, the District and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the registration books maintained by the Trustee, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner as shown in the registration books maintained by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books maintained by the Trustee as the absolute Owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner shall receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Owner, Trustee and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the term "Nominee" in this Indenture shall refer to such nominee of the Depository.

In order to qualify the Bonds and any Parity Bonds the District elects to register in the name of the Nominee for the Depository's book-entry system, the District shall execute and deliver the Representation Letter to the Depository concurrently with the issuance and delivery of the Bonds and any such Parity Bonds to their respective original purchasers. The execution and delivery of the Representation Letter shall not in any other way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to Persons having interests in the Bonds or Parity Bonds other than the Owners. In a separate agreement, the Trustee shall have agreed to take all action necessary to ensure compliance with all representations of the District in the Representation Letter with respect to the Trustee at all times. In addition to the execution and delivery of the Representation Letter, the District shall take such other actions, not inconsistent with this Indenture, as are reasonably necessary to qualify the Bonds and any Parity Bonds for the Depository's book-entry program.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds or (ii) the Depository shall no longer so act and gives notice to the Trustee of such determination, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully-registered Bond and Parity Bond for each of the issues and maturities of the Bonds and Parity Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds and Parity Bonds shall no longer be restricted to being registered in the bond register in the name of the Nominee, but shall be registered in whatever name or names Owners transferring or exchanging Bonds and Parity Bonds shall designate, in accordance with the provisions of Section 2.9 of this Indenture.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond or Parity Bond is registered in the name of the Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond or Parity Bond and all notices with respect to such Bond or Parity Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

The initial Depository under this Section shall be The Depository Trust Company, New York, New York ("DTC"). The initial Nominee shall be Cede & Co., as Nominee of DTC.

### ARTICLE III

#### CREATION OF FUNDS AND APPLICATION OF PROCEEDS AND NET TAXES

Section 3.1 Creation of Funds. There is hereby created and established and shall be maintained by the Trustee the following funds and accounts:

(1) The Community Facilities District No. 2004-1 Special Tax Fund (the "Special Tax Fund") in which there shall be established and created an Administrative Expense Account, a Debt Service Account, a Redemption Account and a Reserve Account;

(2) The Community Facilities District No. 2004-1 Rebate Fund (the "Rebate Fund") in which there shall be established a Rebate Account and an Alternative Penalty Account;

(3) The Community Facilities District No. 2004-1 Acquisition and Construction Fund (the "Acquisition and Construction Fund") in which there shall be established a Water Facilities Account;

(4) The Community Facilities District No. 2004-1 Costs of Issuance Fund (the "Costs of Issuance Fund"); and

(5) The Community Facilities District No. 2004-1 Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds and accounts shall be held by the Trustee; and the Trustee shall invest and disburse the amounts in such funds and accounts in accordance with the provisions of this Article III and shall disburse investment earnings thereon in accordance with the provisions of Section 3.11 hereof.

Section 3.2 Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be received by the Trustee on behalf of the District and deposited as follows:

(1) \$\_\_\_\_\_ shall be transferred to the Escrow Bank for deposit into the Escrow Fund pursuant to the terms of the Escrow Agreement, together with \$\_\_\_\_\_ of moneys held by the Prior Fiscal Agent under the Prior Indenture and Special Taxes on hand which the District shall direct the Prior Fiscal Agent to deposit in the Escrow Fund pursuant to the Escrow Agreement;

(2) \$\_\_\_\_\_ representing the amount of Costs of Issuance with respect to the Bonds shall be deposited in the Costs of Issuance Fund, and such amount shall be applied to the payment of Costs of Issuance for the Bonds; and

(3) \$\_\_\_\_\_ shall be deposited in the Reserve Account of the Special Tax Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such deposits or transfers.

Section 3.3 Deposits to and Disbursements from Special Tax Fund. The District shall, no later than the last day of each month during which the Special Taxes are apportioned to the District, transfer the Special Taxes to the Trustee. Except for Special Tax Prepayments, which shall be deposited to the Redemption Account of the Special Tax Fund, the Trustee shall, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(1) The Administrative Expense Account of the Special Tax Fund;

(2) The Debt Service Account of the Special Tax Fund;

(3) The Reserve Account of the Special Tax Fund;

(4) The Rebate Fund; and

(5) The Surplus Fund.

At the maturity of all Bonds and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding has been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts therein may be used by the District for any lawful purpose.

Section 3.4 Administrative Expense Account of the Special Tax Fund. The Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expense Account of the Special Tax Fund from time to time amounts necessary to make timely payment of Administrative Expenses as set forth in a Certificate of an Authorized Representative of the District; provided, however, that, except as set forth in the following sentence, the total amount transferred in a Bond Year shall not exceed the Administrative Expense Requirement until such time as there has been deposited to the Debt Service Account an amount, together with any amounts already on deposit therein, that is sufficient to pay the interest and principal on all Bonds and Parity Bonds due in such Bond Year and to the Reserve Account an amount sufficient to restore the Reserve Account to the Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expense Requirement may be transferred to the Administrative Expense Account to the extent necessary to collect delinquent Special Taxes. Moneys in the Administrative Expense Account of the Special Tax Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative.

Section 3.5 Debt Service Account of the Special Tax Fund. The principal or Sinking Fund Payment of, and interest on, the Bonds and Parity Bonds until maturity shall be paid by the Trustee from amounts transferred to the Debt Service Account of the Special Tax Fund. For the purpose of assuring that the payment of principal or Sinking Fund Payment of, and interest on, the Bonds and Parity Bonds will be made when due, at least one Business Day prior to each Interest Payment Date, the Trustee shall make the following transfers to the Debt Service Account; provided, however, that to the extent that deposits have been made in the Debt Service Account from the proceeds of the sale of the Bonds and Parity Bonds, or otherwise, or to the extent that a transfer will be made from the Reserve Account to the Debt Service Account in accordance with the last paragraph of Section 3.7 hereof, the transfer from the Special Tax Fund need not be made: an amount such that the balance in the Debt Service Account one (1) Business Day prior to each Interest Payment Date shall be equal to the installments of interest, principal and Sinking Fund Payments due on the Bonds and Parity Bonds on said Interest Payment Date. Moneys in the Debt Service Account shall be used for the payment of the interest, principal or Sinking Fund Payment of the Bonds and Parity Bonds as the same become due.

Section 3.6 Redemption Account of the Special Tax Fund.

(a) After making the deposit to the Debt Service Account of the Special Tax Fund pursuant to Section 3.5 above and in accordance with the District's election to call Bonds or Parity Bonds for optional redemption as set forth in Section 4.1 hereof or any Supplemental Indenture, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal of and interest on the Bonds called for redemption, and the premiums payable as provided in Section 4.1 hereof or any Supplemental Indenture on the Bonds or Parity Bonds called for optional redemption one (1) Business Day prior to the redemption date; provided, however, that Net Taxes may be applied to

optionally redeem Bonds or Parity Bonds only if immediately following such redemption the amount in the Reserve Account will equal the Reserve Requirement.

(b) Special Tax Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to Section 4.1(c) hereof for the use of such Special Tax Prepayments to the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds to be redeemed with such Special Tax Prepayments.

(c) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds; provided, however, in lieu or partially in lieu of such call and redemption, upon receipt by the Trustee of written direction of the District to purchase Bonds or Parity Bonds, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds or Parity Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, or, in the case of purchases to be made from funds to be applied to a redemption pursuant to Section 4.1, par plus accrued interest, plus premium, if any, in the case of moneys set aside for an optional redemption. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Section 3.7 Reserve Account of the Special Tax Fund. There shall be maintained in the Reserve Account of the Special Tax Fund an amount equal to the Reserve Requirement.

Moneys in the Reserve Account shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds and any Parity Bonds when due in the event that the moneys in the Debt Service Account of the Special Tax Fund are insufficient therefor and for the purpose of making any required transfer to the Rebate Fund pursuant to Section 3.8 upon written direction from the District; provided, however, amounts in the Reserve Account may be applied to pay the principal and interest due on any Bonds or Parity Bonds in the final Bond Year in which any Bonds or Parity Bonds are Outstanding. If the amounts in the Debt Service Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on the Bonds and any Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall withdraw from the Reserve Account for deposit in the Debt Service Account of the Special Tax Fund or the Rebate Fund, as applicable, moneys necessary for such purposes. Following any transfer to the Debt Service Account of the Special Tax Fund or to the Rebate Fund as described above, the District shall then take the steps necessary to cause to be deposited to the Reserve Account the amount needed to replenish the Reserve Account to the Reserve Requirement by transferring such amount from Special Taxes held by the Treasurer or, if the District so elects, by including such amount in the next annual Special Tax levy to the extent of the permitted maximum Special Tax rates.

Notwithstanding anything herein to the contrary, whenever moneys are withdrawn from the Reserve Account, after making the required transfers pursuant to Sections 3.5 and 3.6 above, the Trustee shall transfer to the Reserve Account from available moneys in the Special Tax Fund the amount needed to restore the amount of such account to the Reserve Requirement. Moneys in the

Special Tax Fund shall be deemed available for transfer to the Reserve Account only if the Trustee determines that such amounts will not be needed to make the deposits required to be made to the Debt Service Account of the Special Tax Fund. In no event shall amounts in the Reserve Account be used to pay fees or expenses of the Trustee or its counsel.

In connection with a redemption of Bonds pursuant to Section 4.1(a) or (c), or a defeasance of Bonds in accordance with Section 9.1 hereof, amounts in the Reserve Account shall be applied to such redemption or defeasance so long as the amount on deposit in the Reserve Account following such redemption or any partial defeasance equals the Reserve Requirement. The District shall set forth in a Certificate of an Authorized Representative the amount in the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to this Indenture to partially defease Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

Notwithstanding any provision herein to the contrary, moneys in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account on the Business Day before each Interest Payment Date and transferred to the Debt Service Account to be applied to the interest on the Bonds and Parity Bonds on the next Interest Payment Date.

#### Section 3.8 Rebate Fund.

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund and shall establish a separate Rebate Account and Alternative Penalty Account therein. The District shall cause to be deposited in the Rebate Fund such amounts as required under the Tax Certificate. All money at any time deposited in the Rebate Account or the Alternative Penalty Account of the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section 3.8 and the Tax Certificate.

Without limiting the generality of the foregoing, the District agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final treasury regulations as may be applicable to the Bonds from time to time, which the District covenants to pay or cause to be paid to the United States at the times and in the amounts determined under the Tax Certificate. The Trustee agrees to comply with all instructions given to it by the District in accordance with this covenant. The Trustee shall conclusively be deemed to have complied with the provisions of this Section 3.8 if it follows the instructions of the District and shall not be required to take any actions hereunder in the absence of instructions from the District.

(b) Disposition of Unexpended Funds. Any funds remaining in the Accounts of the Rebate Fund with respect to the Bonds or Parity Bonds after payment in full of such issue and after making the payments required to comply with this Section 3.8 and the Tax Certificate may be withdrawn by the Trustee at the written direction of the District and utilized in any manner by the District.

(c) Survival of Defeasance and Final Payment. Notwithstanding anything in this Section or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance and final payment of the Bonds or Parity Bonds.



(d) Amendment Without Consent of Owners. This Section 3.8 may be deleted or amended in any manner without the consent of the Owners, provided that prior to such event there is delivered to the District an opinion of Bond Counsel to the effect that such deletion or amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or Parity Bonds issued on a tax exempt basis. Notwithstanding any provision of this Section, if the District shall provide to the Trustee an opinion of a nationally recognized bond or tax counsel that any specified action required under this Section 3.8 is no longer required or that some further or different action is required to maintain the tax-exempt status of interest on the Bonds or Parity Bonds, the Trustee and the District may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 3.9 Costs of Issuance Fund.

(a) The moneys in the Costs of Issuance Fund shall be applied exclusively to pay the Costs of Issuance for the Bonds. Amounts for Costs of Issuance shall be disbursed from the Costs of Issuance Fund by the Trustee only upon receipt of a sequentially numbered written requisition, substantially in the form attached hereto as Exhibit B from the School District Superintendent, or his designee, or such other person as is designated in writing to the Trustee by the legislative body of the District.

(b) Upon the receipt of a Certificate of an Authorized Representative, or his designee, that all or a specified portion of the amount remaining in the Costs of Issuance Fund is no longer needed to pay Costs of Issuance, respectively, the Trustee shall transfer all or such specified portion of the moneys remaining on deposit in such account to the Debt Service Account of the Special Tax Fund.

Section 3.10 Surplus Fund. After making the transfers required by Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8 and 3.9 hereof, as soon as practicable after each September 1, and in any event prior to each October 1, the Trustee shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative directing that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b) hereof. Moneys deposited in the Surplus Fund will be transferred by the Trustee at the direction of an Authorized Representative of the District (i) to the Debt Service Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Reserve Account of the Special Tax Fund are insufficient therefor; (ii) to the Reserve Account in order to replenish the Reserve Account to the Reserve Requirement; (iii) to the Administrative Expense Account of the Special Tax Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Account of the Special Tax Fund are insufficient to pay Administrative Expenses; or (iv) for any other lawful purpose of the District.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Trustee in a Certificate of an Authorized Representative and the Trustee will segregate such amount into a separate subaccount

and the moneys on deposit in such subaccount of the Surplus Fund shall be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes. Such amounts shall be disbursed as directed by an Authorized Representative.

Section 3.11 Investments. Moneys held in any of the Funds and Accounts under this Indenture shall be invested by the Trustee at the written direction of the District in accordance with the limitations set forth below only in Authorized Investments which shall be deemed at all times to be a part of such Funds and Accounts. Any loss resulting from such Authorized Investments shall be charged to the Fund or Account from which such investment was made, and any investment earnings on a Fund or Account shall be applied as follows: (i) investment earnings on all amounts deposited in the Costs of Issuance Fund and the Acquisition and Construction Fund shall be deposited in each respective Fund, (ii) investment earnings on all amounts in the Rebate Fund shall be deposited in that Fund, (iii) investment earnings on all amounts deposited in the Reserve Account of the Special Tax Fund shall be used to satisfy the Reserve Requirement and any investment earnings not needed to satisfy the Reserve Requirement shall be withdrawn from the Reserve Account one (1) Business Day before each Interest Payment Date and transferred to the Debt Service Account as provided in Section 3.7 hereof; and (iv) all other investment earnings shall be deposited in the Debt Service Account of the Special Tax Fund. Moneys in the Funds and Accounts held under this Indenture may be invested by the Trustee, upon the written direction of the District, from time to time, in Authorized Investments which written direction shall be made in accordance with the following restrictions:

(a) Moneys in the Accounts within the Costs of Issuance Fund and the Acquisition and Construction Fund shall be invested in Authorized Investments which will by their terms mature, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from such funds. Notwithstanding anything herein to the contrary, amounts in the Acquisition and Construction Fund three years after the Delivery Date for the Bonds and the proceeds of each issue of Parity Bonds issued on a tax-exempt basis which are remaining on deposit in the Acquisition and Construction Fund on the date which is three years following the date of issuance of such issue of Parity Bonds shall be invested by the District only in Authorized Investments, the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code), or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived, unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(b) Moneys in the Debt Service Account of the Special Tax Fund shall be invested only in Authorized Investments which will by their terms mature or are available for

withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(c) One-half of the amount in the Reserve Account of the Special Tax Fund may be invested only in Authorized Investments which mature not later than six (6) months from their date of purchase by the Trustee, and one-half of such amount shall be invested in Authorized Investments which mature not more than two (2) years from the date of purchase by the Trustee; provided that such amounts may be invested in an investment or repurchase agreement so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with Section 3.5 hereof; and provided that no such Authorized Investment of amounts in the Reserve Account allocable to the Bonds or an issue of Parity Bonds shall mature later than the respective final maturity date of the Bonds or the issue of Parity Bonds to which such amounts relate.

(d) Moneys in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (a) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government pursuant to Section 3.8 hereof.

The Trustee, at the direction of the District, shall sell, or present for redemption, any Authorized Investments so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such Funds and Accounts or from such Funds and Accounts. For the purpose of determining at any given time the balance in any such Funds and Accounts, any such investments constituting a part of such Funds and Accounts shall be valued at their cost, except that amounts in the Reserve Account shall be valued at the market value thereof at least semiannually on or before each Interest Payment Date. In making any valuations hereunder, the Trustee may utilize such computerized securities pricing services as may be available to it, including, without limitation, those available through its regular accounting system, and conclusively rely thereon. Notwithstanding anything herein to the contrary, the Trustee shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Indenture.

The Trustee may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee for making such investment. The Trustee may sell at the best market price obtainable, or present for redemption, any Authorized Investment so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Fund or Account to which such Authorized Investment is credited, and, subject to the provisions of Section 7.4, the Trustee shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately. In the absence of written investment direction the Trustee shall invest solely in Authorized Investments set forth in (d) of the definition thereof.

The District acknowledges that regulations of the Comptroller of the Currency grant the District the right to receive brokerage confirmations of security transactions to be effected by the Trustee hereunder as they occur. The District specifically waives the right to receive such confirmations to the extent permitted by applicable law and agrees that it will instead receive periodic cash transaction statements which shall include detail for the investment transactions effected by the Trustee hereunder; provided, however, that the District retains its right to receive brokerage confirmation on any investment transaction requested by the District.

Section 3.12 Acquisition and Construction Fund.

(a) The moneys in the Water Facilities Account of the Acquisition and Construction Fund shall be applied exclusively to pay the Project Costs. Amounts for Project Costs shall be disbursed by the Trustee from the Acquisition and Construction Fund as specified in the Request for Disbursement of Project Costs, substantially in the form of Attachment C-1 hereto, for disbursements from the Water Facilities Account which must be submitted in connection with each requested disbursement.

(b) Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in the Acquisition and Construction Fund is no longer needed to pay Project Costs, the Trustee shall transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Acquisition and Construction Fund to the Debt Service Account or Redemption Account of the Special Tax Fund or to the Surplus Fund, as directed in the Certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there shall have been delivered to the Trustee with such Certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1 Redemption of Bonds.

(a) Optional Redemption. The Bonds maturing on or after September 1, [2026] may be redeemed prior to maturity at the option of the District from any source of funds on any Interest Payment Date on or after September 1, [2025], in whole or in part, from such maturity or maturities as selected by the District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

(b) [Reserved.]

(c) Special Mandatory Redemption from Special Tax Prepayments. The Bonds are subject to Special Mandatory Redemption from Special Tax Prepayments as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Trustee, from Special Tax Prepayments deposited to the Redemption Account pursuant to Section 3.6(b), plus amounts transferred from the Reserve Account pursuant to Section 3.7, at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Dates</i>	<i>Redemption Price</i>
Any Interest Payment Date on or prior to [March 1, 2025]	103%
Interest Payment Dates on or after [September 1, 2025]	100

(d) Purchase of Bonds. In lieu of payment at maturity or redemption, moneys in the Special Tax Fund may be used and withdrawn by the Trustee for purchase of Outstanding Bonds,

upon the filing with the Trustee of a Certificate of an Authorized Representative requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Certificate of an Authorized Representative may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if the Bonds were to be redeemed in accordance with this Indenture.

Section 4.2 Selection of Bonds for Redemption. If less than all of the Bonds Outstanding are to be redeemed, the Trustee shall select Bonds pro rata among maturities and by lot within a maturity. The portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. The Trustee shall promptly notify the District in writing of the Bonds, or portions thereof, selected for redemption.

Section 4.3 Notice of Redemption. When Bonds are to be called for redemption under Section 4.1, if the Trustee has received the required notice from the District, the Trustee shall give notice, in the name and at the expense of the District, of the redemption of such Bonds. Such notice of redemption shall (a) specify the serial numbers and the maturity date or dates of the Bonds selected for redemption, except that where all the Bonds subject to redemption, or all the Bonds of one maturity, are to be redeemed, the serial numbers thereof need not be specified; (b) state the date fixed for redemption and surrender of the Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds are to be surrendered for redemption; and (e) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice may state that redemption is contingent upon the availability of refunding bond proceeds. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. At least 30 days but no more than 60 days prior to the redemption date, the Trustee shall mail a copy of such notice, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent thereto, and neither the failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Trustee that notice of such redemption has been given as herein provided shall be conclusive as against all parties, and the Owner shall not be entitled to show that he or she failed to receive notice of such redemption.

In addition to the foregoing notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption shall be sent not later than the date that notice of redemption is mailed to the Bondowners pursuant to the first paragraph of this Section by registered or certified mail or overnight delivery service to the Depository and to any other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds as determined by the Trustee and to one or more of the national information services that

the Trustee determines are in the business of disseminating notice of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of any Bonds and Parity Bonds being redeemed, each check or other transfer of funds issued for such purpose shall to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 4.4 Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the District shall execute and the Trustee shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity.

Section 4.5 Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 4.3, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Indenture, anything in this Indenture or in the Bonds to the contrary notwithstanding;

(b) Upon presentation and surrender thereof at the Corporate Trust Office of the Trustee, the redemption price of such Bonds shall be paid to the Owners thereof;

(c) As of the redemption date the Bonds, or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds, or portions thereof, shall cease to bear further interest; and

(d) As of the date fixed for redemption no Owner of any of the Bonds, or portions thereof so designated for redemption shall be entitled to any of the benefits of this Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

## ARTICLE V

### COVENANTS AND WARRANTY

Section 5.1 Warranty. The District shall preserve and protect the security pledged hereunder to the Bonds and any Parity Bonds against all claims and demands of all persons.

Section 5.2 Covenants. So long as any of the Bonds or Parity Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Bondowners under the provisions of the Act and this Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

(a) Punctual Payment; Against Encumbrances. The District covenants that it will receive all Gross Taxes in trust and will deposit the Gross Taxes with the Trustee, as provided in Section 3.3, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by this Indenture. All such Gross Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth herein, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District. Notwithstanding the provisions of this Section, as set forth in Section 8.2, the District shall have the right to accept less than the minimum bid on any delinquent parcel, and is indemnified from legal claim for Owners of the Bonds and Parity Bonds, if the Board determines that the acceptance of less than the minimum bid or another action as described in Section 8.2 is in the best interest of the District.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and Parity Bonds and in accordance with this Indenture to the extent that Net Taxes are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds and Parity Bonds and this Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and of the Bonds and Parity Bonds issued hereunder.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Gross Taxes, except as provided in this Indenture, and (except as set forth herein) will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing herein shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Special Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds.

(b) Levy and Collection of Special Tax. Beginning in Fiscal Year 2015-16 and so long as any Bonds or Parity Bonds issued under this Indenture are Outstanding, the legislative body of the District covenants to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay (1) the principal of and interest on the Bonds and any Parity Bonds when due, (2) the Administrative Expenses, and (3) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement (the "Special Tax Requirement"). The District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

(c) Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds and any Parity Bonds that it (i) will commence judicial foreclosure proceedings against any single parcel with delinquent Special Taxes equal to or greater than the sum of at least four (4) installments of Special Taxes from the parcel by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided, however, that the District may elect to defer foreclosure proceedings on any parcel so long as the amount on deposit in the Reserve Account is at least equal to the Reserve Requirement.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses to make current payments of principal and interest on the Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Account up to the Reserve Requirement and to pay any delinquent installments of principal or interest due on the Bonds and any Parity Bonds.

(d) Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided however that nothing herein contained shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

(e) Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the improvements constructed with the proceeds of bonded indebtedness issued by the District, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of the Bonds or the Owners of not less than ten percent (10%) of the principal amount of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

(f) Federal Tax Covenants. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis will not be adversely affected, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other monies or property which would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "private activity bonds" within the meaning of Section 141 of the Code.

(2) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(3) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(4) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.



(5) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds and any applicable Parity Bonds.

(6) Miscellaneous. The District will take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the District in connection with the Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

(7) Other Tax Exempt Issues. The District will not use proceeds of other tax exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis.

(g) Covenants to Defend. The District covenants that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in Section 5.2(b) above or to limit the power of the District to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(h) Limitation on Right to Tender Bonds. The District hereby covenants that it will not adopt any policy pursuant to Section 53341.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Tax unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds and Parity Bonds when due.

(i) Continuing Disclosure Covenant. The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the District to comply with its obligations under the Continuing Disclosure Agreement shall not be considered an event of default under this Indenture, and the sole remedy, in the event of any failure of the District to comply with the Continuing Disclosure Agreement shall be an action to compel performance.

(j) Opinions. In the event that an opinion is rendered by Bond Counsel as provided herein from a firm other than the firm which rendered the Bond Counsel opinion at closing, such subsequent opinion by Bond Counsel shall also include the conclusions set forth in numbered paragraphs 1, 2, 3 and 4 of the original Bond Counsel opinion.

(k) Reduction of Maximum Special Taxes. The District hereby finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in Southern California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the District hereby determines that a reduction in the maximum Special Tax rates

authorized to be levied on parcels in the District below the levels provided in this Section 5.2(k) would interfere with the timely retirement of the Bonds and Parity Bonds. The District determines it to be necessary in order to preserve the security for the Bonds and Parity Bonds to covenant, and, to the maximum extent that the law permits it to do so, the District hereby does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than the Administrative Expense Requirement plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; (ii) based on the current development plan for parcels within the District, do not reduce the maximum Special Taxes expected to be levied on Developed Property upon the buildout of such parcels in each year after buildout to an amount which is less than the Administrative Expense Requirement plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds and Parity Bonds Outstanding as of the date of such proposed reduction; and (iii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds.

Notwithstanding the foregoing, the District may modify, alter or amend the Rate and Method of Apportionment in any manner so long as such changes do not reduce the maximum Special Taxes that may be levied in each year on Developed Property (as defined in the Rate and Method of Apportionment) below the amounts which are necessary to pay Administrative Expenses and to provide Special Taxes in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Bonds Outstanding as of the date of such amendment;

(l) Further Assurances. The District shall make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Owners of the Bonds and any Parity Bonds of the rights and benefits provided in this Indenture.

## ARTICLE VI

### AMENDMENTS TO INDENTURE

Section 6.1 Supplemental Indentures or Orders Not Requiring Bondowner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Bondowners, adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Indenture or in any Supplemental Indenture, provided that such action is not materially adverse to the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to comply with the Code or regulations issued thereunder, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds then Outstanding;

(d) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondowners; provided that any amendment or supplement to this Indenture which will affect the Trustee's duties or protections set forth hereunder shall be effective only upon written consent of the Trustee; or

(e) to issue Parity Bonds in accordance with Section 9.2 hereof.

Section 6.2 Supplemental Indentures or Orders Requiring Bondowner Consent. Exclusive of the Supplemental Indentures set forth in Section 6.1, the Owners of not less than a majority of in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond; (b) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon; (c) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond; or (d) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of this Section shall require the consent of the Bondowners, the District shall so notify the Trustee and shall deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee shall, at the expense of the District, cause notice of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Bondowners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, Bonds or Parity Bonds which are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect

common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of this section, this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 6.3 Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds. After the effective date of any action taken as hereinabove provided, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of his Bond or Parity Bond for the purpose at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

## ARTICLE VII

### TRUSTEE

Section 7.1 Trustee. The Bank of New York Mellon Trust Company, N.A., having a corporate trust office in Los Angeles, California, is hereby appointed Trustee for the District for the purpose of receiving all money which the District is required to deposit with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. In the event that the District fails to deposit with the Trustee any amount due hereunder when due, the Trustee shall provide telephonic notice to the District and shall confirm the amount of such shortfall in writing to the extent such amount is known to the Trustee.

The Trustee is hereby authorized to and shall mail by first class mail, postage prepaid, or pay by wire transfer as provided in Section 2.5 hereof, interest payments to the Bondowners, to select Bonds and Parity Bonds for redemption, and to maintain the Bond Register. The Trustee is hereby authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in this Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it. The Trustee shall deliver to the District a monthly accounting of the Funds and Accounts it holds under this Indenture; provided, however, that the Trustee shall not be obligated to deliver such accounting for

any Fund or Account that has a balance of zero. The Trustee may establish such Funds and Accounts as it deems necessary or appropriate to perform its obligations hereunder.

The Trustee is hereby authorized to redeem the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof in accordance with the provisions of Section 10.1 hereof.

The District shall from time to time, subject to any agreement between the District and the Trustee then in force, pay to the Trustee compensation for its services, reimburse the Trustee for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants or counsel employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Trustee, its officers, directors, employees and agents, harmless from and against costs, claims, expenses and liabilities not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder. The obligations of the District under this Section shall survive the discharge of the Bonds and the resignation or removal of the Trustee.

Section 7.2 Removal of Trustee. The District may at any time at its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Trustee. If any bank or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.3 Resignation of Trustee. The Trustee may at any time resign by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Trustee shall have given to the District and the Owners written notice, the Trustee, at the expense of the District, or the District may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee, which successor shall be acceptable to the District.

Section 7.4 Liability of Trustee. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Indenture, the Bonds, or any Parity Bonds and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth herein, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee shall be under no

responsibility or duty with respect to the issuance of the Bonds or any Parity Bonds for value. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond or Parity Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a written certificate of the District, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds or Parity Bonds.

No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder.

The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

The Trustee shall not be deemed to have notice of any Event of Default unless an officer in the Corporate Trust Division has actual knowledge of such Event of Default.

Section 7.5 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

## ARTICLE VIII

### EVENTS OF DEFAULT; REMEDIES

Section 8.1 Events of Default. Any one or more of the following events shall constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond or Parity Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) Default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) Except as described in (a) or (b), default shall be made by the District in the observance of any of the agreements, conditions or covenants on its part contained in this Indenture, the Bonds or any Parity Bonds, and such default shall have continued for a period of thirty (30) days after the District shall have been given notice in writing of such default by the Trustee or the Owners of twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

Section 8.2 Remedies of Owners. Following the occurrence of an Event of Default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Indenture;

(b) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) By a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

Nothing in this Article or in any other provision of this Indenture, the Bonds or Parity Bonds shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners thereof at the respective dates of maturity, as herein provided, out of the Net Taxes pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and Parity Bonds and in this Indenture. The principal of the Bonds and Parity Bonds shall not be subject to acceleration hereunder.

A waiver of any default or breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners

by the Act or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the District and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

In case the moneys held by the Trustee after an Event of Default pursuant to Section 8.1(a) or (b) shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds and Parity Bonds, then all available amounts shall be applied to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

**Section 8.3 Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds and Parity Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

**Section 8.4 Appointment of Receivers.** Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and of the Owners of the Bonds and Parity Bonds under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.



Section 8.5 Non-Waiver. Nothing in this Article 8 or in any other provision of this Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as herein provided, out of the Net Taxes and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by this Article 8 may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

Section 8.6 Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.7 Termination of Proceedings. In case any Owner shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Owners shall continue as if no such proceedings had been taken.

## ARTICLE IX

### DEFEASANCE AND PARITY BONDS

Section 9.1 Defeasance. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under this Indenture and any Supplemental Indenture relating to such Parity Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds and Parity Bonds pursuant to this Section, upon payment of all amounts owed by the District to the Trustee hereunder, the Trustee shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall, after payment of amounts payable to the Trustee hereunder, pay over or deliver to the District's general fund all money or securities held by it pursuant to this Indenture which are not required for the payment of the interest due on and the principal of such Bonds and Parity Bonds.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the first paragraph of this section if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund are available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Trustee, or another escrow bank appointed by the District, in trust, direct, noncallable Federal Securities, of the type defined in the definition thereof set forth in Section 1.1 hereof, in which the District may lawfully invest its money, in such amount as an Independent Financial Consultant shall determine will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund are available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable;

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under this Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid, all sums due thereon and except for the covenants of the District contained in Section 5.2(f) relating to compliance with the Code. Notice of such election shall be filed with the Trustee not less than thirty (30) days prior to the proposed defeasance date. In connection with a defeasance under (b) or (c) above, there shall be provided to the Trustee a certificate of a certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Trustee or the escrow bank to pay and

discharge the principal of and interest on all Outstanding Bonds or Parity Bonds to be defeased in accordance with this Section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bond being defeased have been legally defeased in accordance with this Indenture and any applicable Supplemental Indenture. Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under this Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds and Parity Bonds, the Trustee shall pay over or deliver to the District any funds held by the Trustee at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due and any fees and expenses of the Trustee remaining unpaid. The Trustee shall, at the written direction of the District, mail, first class, postage prepaid, a notice to the Bondowners whose Bonds and Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Section 9.2 Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplemental Indenture; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding. Parity Bonds which may only be issued to effect a partial refunding may be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly adopted by the District which shall specify the following:

(1) the purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, including a provision requiring the proceeds of such Parity Bonds to be applied solely for the purpose of refunding any Outstanding Bonds or Parity Bonds, including payment of all costs and the funding of all reserves incidental to or connected with such refunding;

(2) the authorized principal amount of such Parity Bonds;

(3) the date and the maturity date or dates of such Parity Bonds; provided that (i) each maturity date shall fall on an September 1, (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number, and (iii) fixed serial maturities or Sinking Fund

Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(4) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(5) the denominations and method of numbering of such Parity Bonds;

(6) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(7) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account of the Special Tax Fund to increase the amount therein to the Reserve Requirement;

(8) the form of such Parity Bonds; and

(9) such other provisions as are necessary or appropriate and not inconsistent with this Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall be directed by the District to accept any of such documents bearing a prior date):

(1) a certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;

(2) a written request of the District as to the delivery of such Parity Bonds;

(3) an opinion of Bond Counsel and/or general counsel to the District to the effect that (i) the District has the right and power under the Act to adopt this Indenture and the Supplemental Indentures relating to such Parity Bonds, and this Indenture and all such Supplemental Indentures have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (ii) this Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Indenture, subject to the application thereof to the purposes and on the conditions permitted by this Indenture; and (iii) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Indenture and all Supplemental Indentures thereto and entitled to the benefits of this Indenture and all such Supplemental Indentures, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Indenture and all such Supplemental Indentures; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity

Bonds theretofore issued on a tax exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(4) a certificate of the District containing such statements as may be reasonably necessary to show compliance with the requirements of this Indenture;

(5) a certificate of an Independent Financial Consultant certifying that in each Bond Year the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds; and

(6) such further documents, money and securities as are required by the provisions of this Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.1 Cancellation of Bonds and Parity Bonds. All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption shall upon payment therefor and any Bond or Parity Bond purchased by the District as authorized herein shall be cancelled forthwith and shall not be reissued. The Trustee shall destroy such Bonds and Parity Bonds, as provided by law, and, upon written request from the District, furnish to the District a certificate of such destruction.

Section 10.2 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds or Parity Bonds shall be sufficient for the purposes of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond or Parity Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond or Parity Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Parity Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the District nor the Trustee shall be affected by any notice to the contrary.

Nothing contained in this Indenture shall be construed as limiting the Trustee or the District to such proof, it being intended that the Trustee or the District may accept any other evidence of the matters herein stated which the Trustee or the District may deem sufficient. Any request or consent of the Owner of any Bond or Parity Bond shall bind every future Owner of the same Bond or Parity Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 10.3 Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding and subject to the escheat laws of the State, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two (2) years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the said date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds and Parity Bonds; provided, however, that, before being required to make any such payment to the District or the Trustee shall, at the expense of the District, cause to be mailed to the registered Owners of such Outstanding Bonds and Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.4 Provisions Constitute Contract. The provisions of this Indenture shall constitute a contract between the District and the Bondowners and the provisions hereof shall be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Trustee, then the District, the Trustee and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Indenture shall be irrevocable, but shall be subject to modifications to the extent and in the manner provided in this Indenture, but to no greater extent and in no other manner.

Section 10.5 Future Contracts. Nothing herein contained shall be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which are subordinate to the pledge hereunder, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes as defined herein.

Section 10.6 Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

Section 10.7 Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstance, is held to be

unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Indenture, the Bonds and any Parity Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.8 Notices. Any notices required to be given to the District with respect to the Bonds or this Indenture shall be mailed, first class, postage prepaid or personally delivered to the Superintendent of the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, and all notices to the Trustee shall be mailed, first class, or personally delivered to the Trustee at The Bank of New York Mellon Trust Company, N.A., 400 South Hope Street, Suite 400, Los Angeles, California 90071, Attention: Corporate Trust Department.

Section 10.9 Action on Next Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefore in this Indenture.

IN WITNESS WHEREOF, COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) has caused this Bond Indenture to be signed by an Authorized Representative of the District and The Bank of New York Mellon Trust Company, N.A. in token of its acceptance of the trust created hereunder, has caused this Bond Indenture to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL  
DISTRICT (CENTRAL PARK PROJECT)

By: \_\_\_\_\_  
Superintendent of the Santa Ana Unified School  
District, acting as the legislative body of  
Community Facilities District No. 2004-1 of the  
Santa Ana Unified School District (Central Park  
Project)

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Officer



**EXHIBIT A**  
**FORM OF BOND**

*UNLESS THIS BOND CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE DISTRICT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

No. \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE**  
**SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)**  
**2015 SPECIAL TAX REFUNDING BONDS**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP® NUMBER
_____ %	September 1, _____	_____, 2015	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) (the "District"), situated in the Santa Ana Unified School District, located in the County of Orange, State of California (the "School District"), FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Indenture (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication hereof to which interest has been paid or duly provided in full, unless (i) the date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication or (iii) the date of authentication is prior to the close of business on the first Record Date in which event interest shall be payable from the Dated Date set forth above; provided, however, that if at the time of authentication of this Bond interest is in default, interest on this Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made

available for payment, interest on this Bond shall be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1 and September 1 (each, an "Interest Payment Date"), commencing [March 1, 2016], at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment.

The principal of this Bond is payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Interest on this Bond shall be paid by check of the Trustee mailed by first class mail, postage prepaid, or, upon request of any Registered Owner of at least \$1,000,000 of Bonds, by wire transfer to an account in the continental United States of the Registered Owner hereof prior to the Record Date as of the close of business on the fifteenth day of the month preceding an Interest Payment Date regardless of whether such day is a Business Day (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Trustee.

This Bond is one of a duly authorized issue of "Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds" (the "Bonds") issued in the aggregate principal amount of \$ \_\_\_\_\_ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, *et seq.*, of the California Government Code (the "Act"), for the purpose of refunding the District's 2005 Special Tax Bonds, and paying certain costs related to the issuance of the Bonds and funding a reserve account. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the Board of Education of the Santa Ana Unified School District, acting in its capacity as the legislative body of the District (the "Legislative Body") on \_\_\_\_\_, 2015, and a Bond Indenture dated as of \_\_\_\_\_ 1, 2015, by and between the District and the Trustee, executed in connection therewith (the "Indenture"), and this reference incorporates the Indenture herein, and by acceptance hereof the Registered Owner of this Bond assents to said terms and conditions. The Indenture is executed under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Indenture, the principal of and interest on this Bond are payable solely from the portion of the annual special taxes (the "Special Taxes") authorized under the Act to be levied and collected within the District and which are pledged to the repayment of the Bonds (the "Net Taxes"). Any amounts for the payment hereof shall be limited to the Net Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account), except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The District has covenanted for the benefit of the owners of the Bonds that under certain circumstances it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

The Bonds maturing on or after September 1, [2026] may be redeemed prior to maturity at the option of the District from any source of funds on any Interest Payment Date on or after September 1, [2025], in whole or in part, from such maturity or maturities as selected by the District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

The Bonds are subject to Special Mandatory Redemption from Special Tax Prepayments on any Interest Payment Date, in whole or in part on a pro rata basis among maturities, and shall be redeemed by the Trustee, from Special Tax Prepayments deposited to the Redemption Account pursuant to the Indenture, plus amounts transferred from the Reserve Account pursuant to the Indenture, at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

<i>Redemption Dates</i>	<i>Redemption Price</i>
Any Interest Payment Date on or prior to March 1, [2025]	103%
Interest Payment Dates on or after September 1, [2025]	100

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the registered owners thereof not less than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner hereof to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Trustee on the redemption date. Thereafter, the registered owners of such Bonds shall have no rights under the Indenture or any other rights, except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Trustee may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully-registered form in the denomination of \$5,000 or any integral multiple of \$5,000 and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Indenture. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Trustee shall not be required to register transfers or make exchanges of (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The rights and obligations of the District and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Indenture.

The principal of this Bond is not subject to acceleration.

If the District shall pay or cause to be paid to the Owner of this Bond the interest due hereon and the principal hereof, at the times and in the manner stipulated herein and in the Indenture, or if there has been deposited with the Trustee moneys or investment securities, which together with the interest to accrue thereon without further investment, will be fully sufficient to pay and discharge the principal of, premium, if any, and interest on all Bonds Outstanding as and when the same shall become due and payable, then the Owner of this Bond shall cease to be entitled to the pledge of Net Taxes under the Indenture, and all covenants, agreements and other obligations of the District to the Owner of this Bond under the Indenture shall thereupon cease, terminate and become void and be discharged and satisfied.

THE BONDS DO NOT CONSTITUTE OBLIGATIONS FOR WHICH THE SANTA ANA UNIFIED SCHOOL DISTRICT OR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE PORTION OF THE SPECIAL TAXES PLEDGED UNDER THE INDENTURE BUT ARE NOT A DEBT OF THE SANTA ANA UNIFIED SCHOOL DISTRICT, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) has caused this Bond to be dated as of the Dated Date, to be executed on behalf of the District by the President of the Board of Education of the Santa Ana Unified School District by facsimile signature and attested by the facsimile signature of the Clerk of the Board.

\_\_\_\_\_  
President of the Board of Education of Santa Ana Unified School District, acting in its capacity as the legislative body of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project)

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Education of Santa Ana Unified School District, acting in its capacity as the legislative body of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project)

[FORM OF TRUSTEE'S CERTIFICATE  
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Indenture.

Dated: \_\_\_\_\_

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Officer

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

\_\_\_\_\_  
Clerk of the Board of Education of the Santa Ana Unified School District, acting as the legislative body of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project)

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

\_\_\_\_\_  
attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guarantee:

\_\_\_\_\_  
Notice: Signature(s) must be guaranteed by a qualified guarantor.

\_\_\_\_\_  
Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**EXHIBIT B**

**FORM OF REQUISITION FOR DISBURSEMENT OF  
COSTS OF ISSUANCE**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE  
SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

The undersigned, a duly authorized representative of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "District"), hereby certifies to The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") for purposes of disbursing funds from the Costs of Issuance Fund to pay Costs of Issuance that:

(1) The Trustee is to pay to the payees set forth on Exhibit A hereto the amount set forth next to each payee's name for the item described on Exhibit A hereto;

(2) The conditions to the release of these amounts from the Costs of Issuance Fund have been satisfied; and

(3) There has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, stop notice or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on Exhibit A hereto which has not been released or will not be released simultaneously with the payment of such amounts, other than materialmen's or mechanic's liens accruing by mere operation of law.

Dated: \_\_\_\_\_

COMMUNITY FACILITIES DISTRICT NO.  
2004-1 OF THE SANTA ANA UNIFIED  
SCHOOL DISTRICT (CENTRAL PARK  
PROJECT)

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

*Payee*

*Amount Due*

*Purpose of Expenditure*



**ATTACHMENT C-1**

**[FORM OF REQUISITION FOR DISBURSEMENT FROM  
WATER FACILITIES ACCOUNT]**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE  
SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

The undersigned, a duly authorized representative of the Irvine Ranch Water District (the "District"), hereby certifies to The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the "Trustee") for purposes of disbursing funds from the Water Facilities Account of the Acquisition and Construction Fund to pay Water Facilities Project Costs that:

(1) The Trustee is to pay from the Water Facilities Account of the Acquisition and Construction Fund to the payees set forth on Exhibit A hereto the amount set forth next to each payee's name for the item described on Exhibit A hereto;

(2) The conditions to the release of these amounts from the Acquisition and Construction Fund have been satisfied; and

(3) There has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, stop notice or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on Exhibit A hereto which has not been released or will not be released simultaneously with the payment of such amounts, other than materialmen's or mechanic's liens accruing by mere operation of law.

The contact for the Irvine Ranch Water District is as follows:

Irvine Ranch Water District  
15600 Sand Canyon Avenue  
Irvine, CA 92618-3102  
Assistant to General Manager  
Phone: 949-453-5375

Dated: \_\_\_\_\_

IRVINE RANCH WATER DISTRICT

By: \_\_\_\_\_  
Authorized Officer

ACKNOWLEDGED:

LENNAR KFPLB, LLC, a Delaware limited liability company

By: LENNAR CENTRAL PARK, LLC, a Delaware limited liability company, Manager

By: LENNAR HOMES OF CALIFORNIA, INC., a California corporation, Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: KFPLB MICHELSON JAMBOREE LLC, a Delaware limited liability company, Member

By: KFP Irvine Associates, LLC, a Delaware limited liability company, its managing member

By: KFP Irvine LLC, a Delaware limited liability company, its managing member

By: KFP Holdings, Ltd., a Texas limited partnership, its sole member

By: Grosvenor, L.C., a Texas limited liability company, its general partner

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

**EXHIBIT A**

*Payee*

*Amount Due*

*Purpose of Expenditure*

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of \_\_\_\_\_ 1, 2015, is by and between the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the “Issuer”) and Dolinka Group, LLC, as dissemination agent, in connection with the issuance and delivery by the Issuer of the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds (the “Bonds”). The Bonds are being issued pursuant to Resolution No. \_\_\_\_\_ and that certain Bond Indenture (the “Indenture”), dated as of \_\_\_\_\_ 1, 2015, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Issuer covenants as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

“*Disclosure Representative*” shall mean the Superintendent of the School District, the Deputy Superintendent, Operations, of the School District or his or her designee, or such other officer or employee as the School District shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” shall mean, initially, Dolinka Group, LLC, or any successor Dissemination Agent designated in writing by the Issuer which has filed with the then current Dissemination Agent a written acceptance of such designation.

“*EMMA*” shall mean the Electronic Municipal Market Access system of the MSRB.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“*MSRB*” shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

“*Participating Underwriter*” shall mean Stifel, Nicolaus & Company, Incorporated.

“*Repository*” shall mean the MSRB or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“*Rule*” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*School District*” shall mean the Santa Ana Unified School District.

“*Tax-exempt*” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

### SECTION 3. Provision of Annual Reports.

(a) Not later than January 30 immediately following the end of the Issuer’s fiscal year, commencing January 30, 2016, the Issuer shall provide, or shall cause the Dissemination Agent to provide, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer’s fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify the Repository of a change in the fiscal year dates.

(b) In the event that the Dissemination Agent is an entity other than the Issuer, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer will be filing the Annual Report in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(c) If the Issuer is the Dissemination Agent and the Issuer is unable to provide to the Repository an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the Repository in substantially the form attached to this Disclosure Agreement as Exhibit A. If the Dissemination Agent is other than the Issuer and if the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in

subsection (a), the Dissemination Agent shall send a notice in a timely manner to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the Repository if other than the MSRB; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided.

(e) Notwithstanding any other provision of this Disclosure Agreement, all filings shall be made in accordance with the MSRB's EMMA system or in another manner approved under the Rule.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the School District for the most recent fiscal year of the School District then ended. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the School District in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the School District shall be audited by such auditor as shall then be required or permitted by State law or the Indenture. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the School District shall modify the basis upon which its financial statements are prepared, the Issuer shall provide a notice of such modification to the Repository, including a reference to the specific federal or State law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information:

(i) the principal amount of Bonds outstanding as of September 30 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Indenture as of the September 30 preceding the filing of the Annual Report, including the Reserve Account and a statement of the Reserve Requirement;

(iii) any changes to the Rate and Method of Apportionment approved or submitted to the electors for approval prior to the filing of the Annual Report;

(iv) the status of any foreclosure actions being pursued by the District with respect to delinquent Special Taxes;

(v) the identity of any property owner whose delinquent special taxes represent more than 5% of the amount levied and the number of units, assessed value, delinquency amount value-to-lien ratios, prior delinquencies and foreclosure status of the applicable properties;

(vi) information regarding the percentage of delinquency, if any, in the collection of special taxes levied on property in the District for the Fiscal Year preceding the Annual Report date in the form set forth in Table 5, the number of parcels delinquent, amount delinquent compared to the total levy and the assessed value of each delinquent parcel; and

(vii) any information not already included under (i) through (vi) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

In addition to any of the information expressly required to be provided under paragraphs (a) or (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements set forth in clauses (i) to (vii), in the light of the circumstances under which they were made, not misleading.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to the Repository. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

**SECTION 5. Reporting of Significant Events.**

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes; and
9. bankruptcy, insolvency, receivership or similar proceedings.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
3. appointment of a successor or additional trustee or the change of the name of a trustee;
4. nonpayment related defaults;
5. modifications to the rights of Owners of the Bonds;
6. notices of redemption; and
7. release, substitution or sale of property securing repayment of the Bonds.

(c) Upon the occurrence of a Listed Event under Section 5(b) above, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Issuer determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Issuer shall file a notice of such occurrence with the Repository in a timely manner not more than 10 business days after the event.

(e) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.



SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Dolinka Group, LLC. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer, and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 9. Amendment.

(a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Issuer shall have delivered to the Dissemination Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer and the Participating Underwriter, to the same effect as set forth in clause (2) above, (4) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners, or such amendment shall have been approved by the Owners in the same manner as an amendment to the Indenture, and (5) the Issuer shall have delivered copies of such opinion and amendment to the Repository.

(b) This Disclosure Agreement also may be amended by written agreement of the parties upon obtaining consent of Owners in the same manner as provided in the Indenture for amendments to the Indenture with the consent of the Owners of the Bonds; provided that the conditions set forth in Section 9(a)(1), (2) and (3) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison

between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The District acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended may apply to the District, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the District under such laws.

SECTION 11. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer and/or the Dissemination Agent to comply with their respective obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. Any Dissemination Agent other than the Issuer shall be paid (i) compensation by the Issuer for its services provided hereunder in accordance with a schedule of fees to be mutually agreed to; and (ii) all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Issuer pursuant to this Disclosure Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. Governing Law. This Disclosure Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 16. Notices. Any notice or communications to be among any of the parties to this Disclosure Agreement may be given as follows:

Issuer: Community Facilities District No. 2004-1 of the  
Santa Ana Unified School District (Central Park Project)  
c/o Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701  
Attention: Superintendent

Dissemination Agent: Dolinka Group, LLC  
20 Pacifica, Suite 900  
Irvine, California 92618

Participating Underwriter: Stifel, Nicolaus & Company, Incorporated  
515 South Figueroa Street, Suite 1800  
Los Angeles, California 90071

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 17. Future Determination of Obligated Persons. In the event the Securities Exchange Commission amends, clarifies or supplements the Rule in such a manner that requires any landowner within the District to be an obligated person as defined in the Rule, nothing contained herein shall be construed to require the District to meet the continuing disclosure requirements of the Rule with respect to such obligated person and nothing in this Disclosure Agreement shall be deemed to obligate the District to disclose information concerning any owner of land within the District except as required as part of the information required to be disclosed by the District pursuant to Section 4 and Section 5 hereof. The validity, interpretation and performance of this Disclosure Agreement shall be governed by the laws of the State of California.

SECTION 18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

SECTION 19. Merger. Any person succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the filing of any paper or any further act.

COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL  
DISTRICT (CENTRAL PARK PROJECT)

By: \_\_\_\_\_  
Superintendent of the Santa Ana Unified School  
District, which is acting in its capacity as the  
legislative body of the Community Facilities  
District No. 2004-1 of the Santa Ana Unified  
School District (Central Park Project)

DOLINKA GROUP, LLC, as Dissemination Agent

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**NOTICE TO THE REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)

Name of Issue: \$ \_\_\_\_\_ COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) 2015 SPECIAL TAX REFUNDING BONDS

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "Issuer") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of \_\_\_\_\_ 1, 2015. [The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

DOLINKA GROUP, LLC, as Dissemination Agent

cc: Santa Ana Unified School District

## ESCROW AGREEMENT

### COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) 2005 SPECIAL TAX BONDS

This ESCROW AGREEMENT (the "Agreement"), is made and entered into and dated as of \_\_\_\_\_ 1, 2015, by and between the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "District"), and The Bank of New York Mellon Trust Company, N.A., a national banking association having a corporate trust office in Los Angeles, California and being qualified to accept and administer the escrow hereby created (the "Escrow Bank").

#### *WITNESSETH:*

WHEREAS, the District has previously issued its 2005 Special Tax Bonds pursuant to the Bond Indenture dated as of August 1, 2005 (the "Prior Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Prior Fiscal Agent") which are currently outstanding in the aggregate principal amount of \$ \_\_\_\_\_ as described in Schedule A hereto (the "Refunded Bonds"); and

WHEREAS, the District has determined to issue its 2015 Special Tax Refunding Bonds in the aggregate principal amount of \$ \_\_\_\_\_ (the "Bonds") pursuant to the Bond Indenture (the "Indenture") dated as of \_\_\_\_\_ 1, 2015 between the District and The Bank of New York Mellon Trust Company, N.A., as trustee, for the purpose of providing moneys which will, together with certain other moneys as described herein, be sufficient to pay the scheduled principal and interest due on the Refunded Bonds on September 1, 2015 and to redeem the Refunded Bonds maturing on and after September 1, 2016 on September 1, 2015 at a redemption price equal to the outstanding principal amount thereof, together with accrued interest thereon to such date, without premium (the "Redemption Price"); and

WHEREAS, a portion of the proceeds of the Bonds shall be set aside in order to provide for the payment of the Refunded Bonds, and such proceeds shall be deposited in a special escrow fund to be created hereunder and maintained by the Escrow Bank (the "Escrow Fund"); and

NOW, THEREFORE, the District and the Escrow Bank hereby agree as follows:

#### Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until the Redemption Price of the Refunded Bonds has been paid in full and to hold the moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The District shall deposit with the Escrow Bank \$ \_\_\_\_\_ of proceeds of the Bonds, along with \$ \_\_\_\_\_ from funds on hand. All moneys in the Escrow Fund are hereby irrevocably pledged to secure the payment of the Refunded Bonds. The Escrow Bank shall hold such monies uninvested in cash.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of Causey Demgen & Moore, P.C., certified public accountants, dated \_\_\_\_\_, 2015 relating to the Escrow Fund (the "Verification Report") with respect to the District's defeasance of the Refunded Bonds in the manner and to the extent provided in Section 6.06 of the Prior Indenture.

Section 2. [Reserved].

Section 3. Payment of the Refunded Bonds. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to make the payments on the Refunded Bonds at the places and in the manner stipulated in the Refunded Bonds and in the Prior Indenture. The Prior Fiscal Agent shall be notified of the irrevocable election of the District to pay on September 1, 2015 the Redemption Price of the Refunded Bonds maturing on and after September 1, 2015. As set forth in Exhibit D hereto, the District shall request and irrevocably instruct the Prior Fiscal Agent to (i) mail an announcement that the deposit of moneys has been made with it as Escrow Bank and that the projected withdrawals from the Escrow Fund have been calculated to be adequate to pay the Redemption Price of the Refunded Bonds when due, which defeasance notice shall be substantially in the form set forth in Exhibit A of Schedule D attached hereto, and (ii) mail a notice of redemption in accordance with the Prior Indenture substantially in the form set forth in Exhibit B of Schedule D attached hereto. Upon payment in full of the Refunded Bonds, the Escrow Bank shall transfer any moneys remaining in the Escrow Fund to the District and this Agreement shall terminate.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of the moneys in the Escrow Fund to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the



interest on the Refunded Bonds and the Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; and (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants). The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days notice in writing to the District, which notice shall be mailed to the owners of the Refunded Bonds remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Refunded Bonds. Within one year after a vacancy, the owners of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash held under this Escrow Agreement is transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Indenture.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) and The Bank of New York Mellon Trust Company, N.A. have caused this Agreement to be executed each on its behalf as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Escrow Bank

By: \_\_\_\_\_  
Authorized Officer

COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL  
DISTRICT (CENTRAL PARK PROJECT)

By: \_\_\_\_\_  
Superintendent of the Santa Ana Unified School  
District, acting on behalf of the Community  
Facilities District No. 2004-1 of the Santa Ana  
Unified School District (Central Park Project)

**SCHEDULE A**  
**REFUNDED BONDS**

<i>Payment Date</i>	<i>Rate</i>	<i>Principal</i>
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**SCHEDULE B**

[RESERVED]

**SCHEDULE C**

[RESERVED]

**SCHEDULE D**

**IRREVOCABLE INSTRUCTIONS AND REQUEST TO FISCAL AGENT**

\_\_\_\_\_, 2015

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Fiscal Agent

**ESCROW AGREEMENT RELATING TO THE REFUNDING OF**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2005 SPECIAL TAX BONDS**

Ladies and Gentlemen:

As Fiscal Agent under that certain Bond Indenture dated as of August 1, 2005 (the "Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"), you are hereby notified of the irrevocable election of the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) to defease all of the above-captioned bonds (the "Bonds") and to redeem on September 1, 2015 all of the Bonds maturing on and after September 1, 2016 (the "Refunded Bonds") and are instructed to mail a notice of redemption in accordance with the Indenture substantially in the form attached as Exhibit B.

You are hereby further irrevocably instructed to mail, as soon as practicable, a notice to the holders of the Bonds (in the form attached hereto as Exhibit A) that the deposit of moneys has been made with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, and that the projected withdrawals from such escrow have been calculated to be adequate to pay the redemption price and principal and interest due on said Bonds as such become due or are subject to redemption. You are hereby further instructed to post such notice on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

**COMMUNITY FACILITIES DISTRICT  
NO. 2004-1 OF THE SANTA ANA UNIFIED  
SCHOOL DISTRICT (CENTRAL PARK  
PROJECT)**

By: \_\_\_\_\_  
Superintendent of the Santa Ana Unified School  
District, acting on behalf of the Community  
Facilities District No. 2004-1 of the Santa Ana  
Unified School District (Central Park Project

Receipt acknowledged and consented to:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
as Escrow Bank and Fiscal Agent

By: \_\_\_\_\_  
Authorized Officer



**EXHIBIT A**

**NOTICE OF DEFEASANCE OF  
OUTSTANDING**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2005 SPECIAL TAX BONDS**

Notice is hereby given to the holders of the above-captioned Bonds (the "Refunded Bonds") that:

(i) There has been deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank, moneys, as permitted by that certain Bond Indenture dated as of August 1, 2005 (the "Indenture"), between the District and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"), which, together with such other moneys deposited with the Escrow Bank, will be sufficient and available to pay the principal of and interest on the Refunded Bonds due on September 1, 2015 and redeem on September 1, 2015 the Refunded Bonds maturing on and after September 1, 2016 at the applicable redemption price contained in the Indenture; and the Escrow Bank has been irrevocably instructed to redeem such then outstanding Refunded Bonds on September 1, 2015.

(ii) At least 30 days, but not more than 60 days, prior to September 1, 2015, in accordance with the terms of the Indenture, the Fiscal Agent will mail a redemption notice for such Refunded Bonds.

(iii) The Refunded Bonds are deemed to be paid in accordance with Section 9.1 of the Indenture and all liability of the District under the Indenture has ceased and been discharged except for the obligation of the Escrow Bank to pay the owners of the Refunded Bonds the principal of, interest on and redemption price of the Refunded Bonds when due from amounts on deposit in the Escrow Fund and the covenants of the District to preserve the exclusion of the interest on the Refunded Bonds from gross income for federal income tax purposes, all in accordance with Section 9.1 of the Indenture.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,  
as Fiscal Agent

**EXHIBIT B**

**NOTICE OF REDEMPTION  
to the Holders of**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2005 SPECIAL TAX BONDS**

NOTICE IS HEREBY GIVEN, pursuant to the terms of the Bond Indenture (the "Indenture") dated as of August 1, 2005 between the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project), as Issuer, and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, that all outstanding Bonds maturing on and after September 1, 2016, in the aggregate principal amount of \$\_\_\_\_\_, have been called for redemption in full on September 1, 2015 (the "Redemption Date") at a price of 100% of the principal amount thereof (the "Redemption Price") together with interest accrued to the Redemption Date. The Bonds being redeemed are as follows:

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Redemption Price</i>	<i>CUSIP</i>
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Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof at the principal corporate trust office of the Fiscal Agent as follows:

First Class/Registered/Certified  
**The Bank of New York Mellon**  
Global Corporate Trust  
P.O. Box 2320  
Dallas, Texas 75221-2320

Express Delivery Only  
**The Bank of New York Mellon**  
Global Corporate Trust  
2001 Bryan Street, 9th Floor  
Dallas, Texas 75201

By Hand Only  
**The Bank of New York Mellon**  
Global Corporate Trust  
Corporate Trust Window  
101 Barclay Street, 1st Floor East  
New York, New York 10286

Subject to the terms of this Notice of Full Redemption, Bondholders are required to surrender their Bonds to the Fiscal Agent at the address above on the Redemption Date and there will become due and payable on each of the Bonds the principal amount thereof, together with interest accrued thereon, to the Redemption Date and from and after such Redemption Date interest thereon shall cease to accrue. The Bonds were issued on September 14, 2005.

Bondholders presenting their Bonds in person for same day payment must surrender their Bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00P.M. Checks not picked up by 4:30 P.M. will be mailed out to the Bondholder via first class mail. If payment of the Redemption Price is to be made to the registered holder, you are not required to endorse the Bond to collect the prepayment.

## IMPORTANT NOTICE

*Under Section 3406(a)(1) of the Internal Revenue Code, the paying agent making payment of interest or principal on securities may be obligated to withhold a percentage of the payment to a holder who has failed to furnish the registrar with a valid taxpayer identification number, certification that the number supplied is correct, and that the holder is not subject to backup withholding. Holders of the Bonds who wish to avoid the application of these provisions should submit either a completed IRS Form W-9 (use only if the holder is a US. person, including a resident alien), or the appropriate Form W-8 (use only if you are neither a U.S. person or a resident alien), when presenting the Bonds for payment. See IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities. Publication 515 and W-8 forms and instructions are available through the IRS website at [www.irs.gov](http://www.irs.gov).*

\* The CUSIP numbers are included solely for the convenience of the Holders of the Bonds. Neither the Issuer nor the Fiscal Agent shall be responsible for any error of any nature relating to such numbers.

**Dated: August 1, 2015**

**By: The Bank of New York Mellon Trust Company, N.A.,  
as Fiscal Agent**

§ \_\_\_\_\_  
**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2015

Community Facilities District No. 2004-1 of the  
Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701

Honorable Members of the Board of Education:

Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the “Community Facilities District” and “School District,” respectively), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District and the School District satisfying all of the obligations imposed upon them under this Purchase Agreement. This offer is made subject to the Community Facilities District’s acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 5:00 p.m., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. The “Time of Formal Award” for purposes of Rule G-34 shall be \_\_\_\_\_, 2015, 8:00 p.m. (Pacific Standard Time). All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Bond Indenture, dated as of June 1, 2015 (the “Bond Indenture”), by and between the Community Facilities District and The Bank of New York Mellon Trust Company, N.A. , as trustee (the “Trustee”).

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the \$\_\_\_\_\_ aggregate principal amount of the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds (the “Bonds”), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto. The purchase price for the Bonds shall be \$\_\_\_\_\_ (being 100% of the aggregate principal amount thereof, plus net original issue premium of \$\_\_\_\_\_, less an Underwriter’s discount of \$\_\_\_\_\_).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as

it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Net Taxes as provided in the Bond Indenture, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Community Facilities District Act"). The issuance of the Bonds has been duly authorized by the Community Facilities District pursuant to a resolution (the "Resolution"), adopted by the Board of Education of the School District, acting as the legislative body of the Community Facilities District, on \_\_\_\_\_, 2015. Proceeds of the sale of the Bonds, together with certain other funds of the Community Facilities District, will be used in accordance with the Bond Indenture and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 *et seq.* of the Government Code of the State of California), to defease and refund the outstanding special tax bonds of the Community Facilities District captioned "Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Project) 2005 Special Tax Bonds (the "Prior Bonds"), to fund a Reserve Account for the Bonds and to pay certain costs of issuance of the Bonds.

B. The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

C. The Community Facilities District acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the Community Facilities District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Community Facilities District and the School District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Community Facilities District, the School District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Community Facilities District or the School District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Community Facilities District or the School District on other matters); (iii) the only obligations the Underwriter has to the Community Facilities District or the School District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the Municipal Securities Rulemaking Board (the "MSRB"); and (iv) the Community Facilities District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged Government Financial Strategies, Inc., as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on Government Financial Strategies, Inc. for financial advice with respect to the Bonds.

D. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated \_\_\_\_\_, 2015, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called

the “Preliminary Official Statement.” By its acceptance of this Purchase Agreement, the Community Facilities District hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (the “Official Statement”) which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel (herein called “Bond Counsel”), McFarlin & Anderson LLP, Disclosure Counsel (herein called “Disclosure Counsel”), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The Community Facilities District hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Bond Indenture, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District or the School District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a “designated electronic format” as defined in the MSRB’s Rule G-32 and as may be agreed to by the Community Facilities District and the Underwriter. The Community Facilities District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

E. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), the Community Facilities District will undertake pursuant to the Issuer Continuing Disclosure Agreement, in the form attached to the Official Statement as Appendix D (the “Continuing Disclosure Agreement”), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

F. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Newport Beach, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through The Depository Trust Company’s (“DTC”) FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the Community Facilities District and authenticated by the Trustee in the manner provided for in the Bond Indenture and the Community Facilities District Act at 8:00 a.m. Pacific Standard Time, on \_\_\_\_\_, 2015 (the “Closing Date”), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the “Closing”). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

G. Except as the Community Facilities District and the Underwriter may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Newport Beach, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter that:

A. The School District is a unified school district duly organized and existing under the Constitution and laws of the State and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the School District (the “Community Facilities District Formation Resolution” and, together with the Community Facilities District Resolution of Issuance, the “Community Facilities District Resolutions”) and the Community Facilities District Act. The School District, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution and has caused to be recorded in the real property records of the County of Orange, notices of special tax lien and any required amendments thereof (collectively, the “Notice of Special Tax Lien”) (the Community Facilities District Formation Resolution and Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”), and the Community Facilities District has duly adopted the Community Facilities District Resolution of Issuance. Each of its Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Escrow Agreement, dated as of the Closing Date (the “Escrow Agreement”), by and between the School District and The Bank of New York Mellon Trust Company, N.A. , as escrow agent (the “Escrow Agent”) and the Bond Indenture and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the Continuing Disclosure Agreement; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Bond Indenture, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Bond Indenture, the Escrow Agreement, the Continuing Disclosure Agreement and the Official Statement are collectively referred to herein as the “Community Facilities District Documents.”

B. By all necessary official action of the Community Facilities District, the Community Facilities District has duly authorized and approved the execution and delivery by the Community Facilities District of, and the performance by the Community Facilities District of, the obligations on its part contained in, the Community Facilities District Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the Community Facilities District Documents will constitute the legally valid and binding obligations of the Community Facilities District enforceable upon the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally. To the best of the Community Facilities District’s knowledge, the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the Community Facilities District Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and

up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the “End of the Underwriting Period.” If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the Community Facilities District shall prepare and furnish to the Underwriter, at the Community Facilities District’s expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a “designated electronic format” consistent with the requirements of the MSRB’s Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Community Facilities District and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the Community Facilities District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the Community Facilities District and the School District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Community Facilities District’s Formation Documents and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District or the School District, if any, will not impair the ability of the Community Facilities District or the School District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

F. Except as described in the Preliminary Official Statement, the Community Facilities District is not, and as of the Closing Date, will not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound; and, to the Community Facilities District’s knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the Community Facilities District’s ability to perform its obligations under the Community Facilities District Documents; and as of such times,



except as disclosed in the Official Statement, the authorization, execution and delivery of the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement. The Community Facilities District has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Net Taxes (as defined in the Bond Indenture) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Bond Indenture.

G. Except as may be required under the “blue sky” or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an “Action”) pending (notice of which has been served on the Community Facilities District or the School District) or to the best knowledge of the School District or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the Board of Education of the School District or the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Community Facilities District or would result in any material adverse change in the ability of the Community Facilities District to pledge or apply the Net Taxes (as defined in the Bond Indenture) or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The Community Facilities District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the Community Facilities District will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The Community Facilities District represents that the Bonds, when issued, executed and delivered in accordance with the Bond Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Community Facilities District, entitled to the benefits of the Bond Indenture. The Community Facilities District has covenanted to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Bond Indenture creates a valid pledge of, first lien upon and security interest in, the Net Taxes, and in the moneys in the Special Tax Fund established pursuant to the Bond Indenture, on the terms and conditions set forth in the Bond Indenture. The Bond Indenture creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Bond Indenture, subject in all cases to the provisions of the Bond Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the Community Facilities District’s knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The Community Facilities District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds. The Community Facilities District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Community Facilities District is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the School District authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Bond Indenture and the Escrow Agreement and as described in the Official Statement.

P. At or prior to the Closing, the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Agreement in substantially the form attached as Appendix D to the Official Statement. Based on a review of previous undertakings and except

as disclosed in the Preliminary Official Statement and the Official Statement, the Community Facilities District and the School District have not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of material events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the Community Facilities District shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Net Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the Community Facilities District Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Bond Indenture.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The total interest cost to maturity on the Bonds related to the refunding of the Prior Bonds plus the principal amount of the Bonds is less than the total remaining interest cost to maturity on the Prior Bonds plus the outstanding principal amount of the Prior Bonds.

V. The Community Facilities District hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 2 with respect to the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District and the School District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District and the School District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the School District Resolutions and the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, the Community Facilities District shall not be, in any respect material to the Bonds, the Community Facilities District Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, the Bonds or the Community Facilities District Resolutions.

C. At the Closing Date, except as described in the Preliminary Official Statement, the School District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the School District is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the School District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the School District hereunder.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

E. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the Community Facilities District if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the Community Facilities District Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Bond Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by

order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred, (1) any material outbreak or escalation of hostilities or the declaration by the United States of America of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States of America or elsewhere, (3) the sovereign debt rating of the United States of America is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States of America or any city, county or other political subdivision located in the United States of America having a population of over 500,000;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Community Facilities District or the School District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District or the School District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the Community Facilities District or the School District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Community Facilities District, the School District and the Underwriter under this Agreement shall terminate, without further liability, except that the Community Facilities District and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed on behalf of the Community Facilities District by its Superintendent or other authorized officer;

2. Bond Indenture. The Bond Indenture, duly executed and delivered by the Community Facilities District and the Trustee;

3. Resolutions. Certifications by the Clerk of the School District with respect to each resolution and ordinance of the Board, for the School District, or as the legislative body of the Community Facilities District relating to the Community Facilities District Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. Continuing Disclosure Agreement. The Continuing Disclosure Agreement executed and delivered by the Community Facilities District;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Community Facilities District, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix F to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement and the Bond Indenture have each been duly authorized, executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreements of the Community Facilities District and are enforceable in accordance with the respective terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions “THE 2015 BONDS” (other than the caption “ – Debt Service Schedule” and by reference Appendix G – Book-Entry Only System), “SECURITY FOR THE 2015 BONDS” (other than the subcaption “First Amended Rate and Method” as to which no opinion need be expressed), “LEGAL MATTERS- Tax Opinion and Certain Matters” and in Appendices C and F to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Bond Indenture, Bond Counsel’s final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Community Facilities District Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors’ rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. Special Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Atkinson, Andelson, Loya, Ruud & Romo, acting as special counsel to the Community Facilities District and the School District, substantially in the form of Appendix B hereto;

8. Defeasance Opinion. A defeasance opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, in a form satisfactory to the Escrow Agent and the Underwriter, with respect to the Prior Bonds;

9. Closing Certificate of the Community Facilities District. A certificate, dated the Closing Date, signed by the Superintendent of the School District or the Chief Business Official ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds, substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

10. Closing Certificate of the School District. A certificate, dated the Closing Date, and signed by the Superintendent of the School District or the Chief Financial Officer substantially in the form of Appendix D hereto, together with such additional certifications as Bond Counsel may require;

11. Bank Incumbency Certificate. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Bond Indenture and the authentication of the Bonds;

12. Trustee’s Certificate. A certificate of the Trustee, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix E hereto;



13. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter, and the Community Facilities District, substantially in the form of Appendix F hereto;
14. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the Community Facilities District, of McFarlin & Anderson LLP, Disclosure Counsel, substantially in the form of Appendix G hereto;
15. Opinion of Underwriter's Counsel. An opinion of counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;
16. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Dolinka Group, LLC substantially in the form attached as Appendix H hereto;
17. Certificate Regarding Continuing Disclosure Compliance. A Continuing Disclosure Compliance Certificate, dated the Closing Date, duly executed and delivered by Dolinka Group, LLC, in form and substance acceptable to the Underwriter and Bond Counsel;
18. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Bond Indenture and all resolutions of the Community Facilities District and the School District relating thereto;
19. Nonarbitrage Certificate. A certificate of the Community Facilities District, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;
20. Specimen Bonds. Copies of the Specimen Bonds;
21. Issue Price Certificate. An issue price certificate of the Underwriter in form and substance reasonably satisfactory to Bond Counsel and the Underwriter; provided that such certificate shall include a statement to the effect that nothing therein represents any interpretation by the Underwriter of any laws, rules or regulations under the Internal Revenue Code of 1986, as amended;
22. Certificate of Underwriter. A certificate from the Underwriter to the Community Facilities District, in form satisfactory to the Community Facilities District and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the Community Facilities District, and confirming to the Community Facilities District that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;
23. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Community Facilities District, together with evidence that such Form 8038-G has been mailed;
24. Escrow Agent Certificate and Escrow Agent Counsel Opinion. A certificate of the Escrow Agent and an opinion of counsel to the Escrow Agent dated the Closing Date and addressed to the Community Facilities District and the Underwriter to the effect that it has duly

authorized the execution and delivery of the Escrow Agreement and that the Escrow Agreement is a valid and binding obligation of the Escrow Agent enforceable in accordance with its terms in a form acceptable to Bond Counsel;

25. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

26. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the Community Facilities District;

27. Verification Report. A letter addressed to the School District, the Underwriter, and Bond Counsel, dated the Closing Date, from Causey Demgen & Moore P.C., verifying the accuracy of the mathematical computations concerning the adequacy of moneys to be deposited with the Escrow Agent with respect to the redemption of the Prior Bonds;

28. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, an executed certificate of the Community Facilities District and from each of Central Park West Holdings, LLC and Lennar Central Park, LLC in the form attached hereto as Exhibit I.

29. Property Owner Continuing Disclosure Agreement. Executed copy of the Property Owner Continuing Disclosure Agreement from Central Park West Holdings, LLC.

30. Property Owner Closing Certificate. An executed bring-down certificate from each of Central Park West Holdings, LLC and Lennar Central Park, LLC, each dated as of the Closing Date, in form and substance as set forth in Exhibit J hereto.

31. Property Owner Counsel Opinions. An opinion of counsel to each of Central Park West Holdings, LLC and Lennar Central Park, LLC each addressed to the Community Facilities District and the Underwriter, with appropriate assumptions and qualifications as are acceptable to the School District, the Community Facilities District and the Underwriter, containing the substance of the opinions set forth in Exhibit K hereto, in such final form of opinion as is acceptable to the Community Facilities District and the Underwriter.

32. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District and the School District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District and the School District in connection with the transactions contemplated hereby and by the Bond Indenture and the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 7 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the School District and the Community Facilities District that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the School District and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the School District and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the School District and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the School District or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the School District's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the Community Facilities District's undertaking in the Continuing Disclosure Agreement to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the Community Facilities District shall pay out of the proceeds of the Bonds or any other legally available funds of the Community Facilities District or the School District, all expenses incidental to the performance of the Community Facilities District's and the School District's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the Community Facilities District, the School District, the Trustee, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the Community Facilities District or the School District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

Whether or not the Bonds are delivered to the Underwriter as set forth herein, the Community Facilities District shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP<sup>®</sup> and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

6. Undertakings of the Community Facilities District. The Community Facilities District agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the Community Facilities District, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Bond Indenture, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the Community Facilities District or the School District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

7. Notices. Any notice of other communication to be given to the Community Facilities District or the School District under this Purchase Agreement may be given by delivering the same in writing to Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701, Attention: Superintendent; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa Street, Suite 1800, Los Angeles, California 90071, Attention: Robert Barna. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The Community Facilities District and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

8. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The Community Facilities District and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

9. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District or the School District and regardless of delivery of and payment for the Bonds.

10. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

11. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

13. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the Community Facilities District.

14. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

15. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,  
STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

By: \_\_\_\_\_  
Its: Authorized Officer

COMMUNITY FACILITIES DISTRICT  
NO. 2004-1 OF THE SANTA ANA UNIFIED  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Authorized Officer

ACCEPTED AS OF \_\_\_\_\_, 2015  
at \_\_\_\_\_ p.m. (PST)

**APPENDIX A**

**\$ \_\_\_\_\_**  
**COMMUNITY FACILITIES DISTRICT NO. 2004-1**  
**OF THE SANTA ANA UNIFIED SCHOOL DISTRICT**  
**(CENTRAL PARK PROJECT)**  
**2015 SPECIAL TAX REFUNDING BONDS**

**Schedule of Bond Maturities, Principal Amounts and Interest Rates**

<i>Maturity Date</i> <i>(September 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest</i> <i>Rate</i>	<i>Yield</i>	<i>Price</i>
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*\*Term Bond.*

**APPENDIX B**

**OPINION OF SPECIAL COUNSEL**

[FORM TO COME FROM COUNSEL]

**APPENDIX C**

§ \_\_\_\_\_  
**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**CLOSING CERTIFICATE OF THE COMMUNITY FACILITIES DISTRICT**

I, the undersigned, hereby certify that I am the \_\_\_\_\_ of the Santa Ana Unified School District (the “School District”), the Board of Education (the “Board”) of which is the Legislative Body for Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the “Community Facilities District”), a community facilities district duly organized and existing under the laws of the State of California (the “State”) and that as such, I am authorized to execute this Certificate on behalf of the Community Facilities District in connection with the issuance of the above-captioned bonds (the “Bonds”) of the Community Facilities District. All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the “Bond Purchase Agreement”), dated \_\_\_\_\_, 2015, by and between the Community Facilities District and Stifel, Nicolaus & Company, Incorporated

I further certify on behalf of the Community Facilities District that:

(i) The representations, warranties and covenants of the Community Facilities District contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Procedural Resolutions, the Ordinance, the Bond Resolution and Community Facilities District Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the School District or the Community Facilities District has been served with process, or to the best knowledge of the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the School District or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Bond Indenture, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the Community Facilities District Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system, as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading ;



(v) The School District and the Community Facilities District have complied with all agreements and covenants, and satisfied all conditions, on their part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions and Ordinance, the Community Facilities District Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The Community Facilities District is in compliance with all covenants set forth in the Bond Indenture.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: \_\_\_\_\_, 2015

COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT

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

**APPENDIX D**

**§ \_\_\_\_\_  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**CLOSING CERTIFICATE OF THE SCHOOL DISTRICT**

I, the undersigned, hereby certify that I am the \_\_\_\_\_ of the Santa Ana Unified School District (the "School District"), and that as such, I am authorized to execute this Certificate on behalf of the School District in connection with the issuance of the above-captioned bonds (the "Bonds") of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the "Community Facilities District"). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated \_\_\_\_\_, 2015, by and between the Community Facilities District and Stifel, Nicolaus & Company, Incorporated.

I further certify on behalf of the School District that:

(i) The representations regarding the School District contained in the Bond Purchase Agreement are true and correct in all material respects on and as of the date hereof as if made on the date hereof.

(ii) The Procedural Resolutions, the Ordinance, the Bond Resolution and Community Facilities District Documents are in full force and effect and have not been amended, modified or supplemented.

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the School District or the Community Facilities District has been served with process, or to the best knowledge of the School District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the School District or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Bond Indenture, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the Community Facilities District Documents.

(iv) The information with respect to the School District, the Community Facilities District, governmental approvals of the School District, the Community Facilities District and the Community Facilities District Documents in the Official Statement is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(v) The School District has satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Documents at or prior to the date hereof.

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: \_\_\_\_\_, 2015

SANTA ANA UNIFIED SCHOOL DISTRICT

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

## APPENDIX E

### THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. 'S CERTIFICATE

The undersigned is an authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Bond Indenture (the "Bond Indenture"), dated as of June 1, 2015, by and between Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the "Community Facilities District") and The Bank of New York Mellon Trust Company, N.A. , as Trustee. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated as of \_\_\_\_\_, 2015, by and between the Community Facilities District and Stifel, Nicolaus & Company, Incorporated;

(ii) Pursuant to the Bond Indenture, the Bank will apply the proceeds from the Bonds to the purposes specified in the Bond Indenture;

(iii) The Bank is duly authorized to accept the obligations created by the Bond Indenture and to authenticate the Bonds pursuant to the terms of the Bond Indenture;

(iv) The Bond Indenture has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Bond Indenture;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Bond Indenture;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Bond Indenture or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Bond Indenture or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Bond Indenture;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a

consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Indenture (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Bond Indenture by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Indenture.

Dated: \_\_\_\_\_, 2015

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A. ,  
as Trustee

By: \_\_\_\_\_  
Authorized Officer

**APPENDIX F**

**TRUSTEE'S COUNSEL OPINION**

\_\_\_\_\_, 2015

Community Facilities District No. 2004-1  
of the Santa Ana Unified School District  
Santa Ana, California 92701

Stifel, Nicolaus & Company, Incorporated  
Los Angeles, California 90071

**Re:    \$ \_\_\_\_\_**  
**Community Facilities District No. 2004-1 of the**  
**Santa Ana Unified School District (Central Park Project) 2015 Special Tax**  
**Refunding Bonds**

Ladies and Gentlemen:

We have acted as counsel for The Bank of New York Mellon Trust Company, N.A. , a national banking association (the “Bank”) in connection with the execution by the Bank of the Bond Indenture, dated as of June 1, 2015, entered into by Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the “Community Facilities District”) and the Bank, as trustee. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Bond Indenture. Capitalized terms used herein shall have the respective meanings ascribed to them in the Bond Indenture, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1.     The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.
  
2.     The Bank has all requisite corporate power, authority and legal right to execute and deliver the Bond Indenture and to perform its duties and obligations under the Bond Indenture, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as trustee under the Bond Indenture.

3. The Bank has duly authorized, executed and delivered the Bond Indenture. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Bond Indenture is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Bond Indenture or the authentication and delivery of the Bonds by the Bank under the Bond Indenture.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

**APPENDIX G**

**FORM OF DISCLOSURE COUNSEL OPINION**

\_\_\_\_\_, 2015

Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701

Community Facilities District No. 2004-1  
of Santa Ana Unified School District  
1601 East Chestnut Avenue  
Santa Ana, California 92701

**Re:     Community Facilities District No. 2004-1 of the  
          Santa Ana Unified School District (Central Park Project)  
          2015 Special Tax Refunding Bonds**

Ladies and Gentlemen:

We have acted as disclosure counsel to Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the "Community Facilities District") in connection with the sale of its 2015 Special Tax Refunding Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), pursuant to the Bond Purchase Agreement, dated \_\_\_\_\_, 2015 (the "Purchase Agreement"), between the Community Facilities District and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Bonds are being issued pursuant to the Bond Indenture (the "Bond Indenture"), dated as of June 1, 2015, by and between the Community Facilities District and The Bank of New York Mellon Trust Company, N.A. , as trustee (the "Trustee"), on behalf of the Bonds. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In that connection, we have been furnished with and have reviewed certain portions of the Official Statement of the Community Facilities District, dated \_\_\_\_\_, 2015, relating to the Bonds, the Purchase Agreement, the Bond Indenture and certificates of the Community Facilities District, the Trustee and others, the opinions referred to in Section 3 of the Purchase Agreement and such other records, opinions and documents, as we have considered appropriate as a basis for the conclusions hereinafter expressed. As to questions of fact material to the statements made below, we have relied upon representations and information supplied to us by the Community Facilities District and the School District and their officials, employees and representatives and upon representations and certificates of various other public officials and upon opinions referenced in the first sentence of this paragraph. In the course of our representation, nothing has come to our attention that caused us to believe that any of the factual representations upon which we have relied are untrue, but we have made no other factual investigations. We assume that any electronic version of the Official Statement is identical in all respects to the printed version.

In arriving at the conclusions hereinafter expressed, we are not expressing any opinion or view on, and with your permission are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein), including (without limitation) representations and legal conclusions regarding the due authorization, issuance, delivery, validity and enforceability of the Bonds, the exclusion of interest on the Bonds from gross income for federal income



tax purposes, that interest on the Bonds is exempt from State of California personal income taxes and the legality, validity and enforceability of the special taxes, the payments with respect to which are, pledged to the payment of the Bonds. We have assumed that all records, documents, certificates and opinions that we reviewed, and the signatures thereto, are genuine.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as disclosure counsel to the Community Facilities District, to assist the Community Facilities District in part of its responsibility with respect to the Official Statement, we participated in telephone conferences with its representatives, representatives of the School District, Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel, Dolinka Group, LLC, as special tax consultant, Government Financial Strategies, Inc., as financial advisor, Stifel, Nicolaus & Company, Incorporated, as Underwriter, [The Wolfson Law Firm, special counsel to Lennar Central Park, LLC, Central Park West Holdings, LLC and Lennar Homes of California, Inc.], and others, during which conferences the contents of the Official Statement and related matters were discussed. No inquiry was made of other attorneys in our firm not working directly on the issuance of the Bonds who may have information material to the issuance. Based on our participation in the above-mentioned conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon and on the records, documents, certificates and opinions herein mentioned (as set forth above), we advise you that, during the course of our representation of the Community Facilities District on this matter, no facts came to the attention of the attorneys in our firm rendering legal services to the Community Facilities District in connection with such representation which caused us to believe that the Official Statement, as of its date or as of the date hereof (except that no opinion is expressed as to any financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, maps, estimates, projections, assumptions or expressions of opinion, any information about feasibility, valuation, appraisals, assessed values, market absorption, real estate, ownership, archaeological or environmental matters, Appendices A, B, C, E and F thereto or any information about debt service requirements, book-entry, The Depository Trust Company, ratings, rating agencies or tax exemption included or referred to therein, which we expressly exclude from the scope of this paragraph and as to which we express no opinion or view), contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

By acceptance of this letter, you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Official Statement; rather it is a statement of negative assurance regarding our view as to any material misstatements or omissions in the Official Statement based on the limited activities discussed above performed by the attorney in our firm working on this matter as disclosure counsel to the Authority and the District. We advise you that, other than reviewing the various certificates and opinions required by Section 3 of the Bond Purchase Agreement regarding the Official Statement, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement as of the date hereof.

This letter is delivered to the addressees pursuant to our engagement as disclosure counsel to the Community Facilities District for your benefit for the purpose of the issuance and sale of the Bonds. Our engagement with respect to this matter has terminated as of the date hereof and we disclaim any obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person or to be filed with any governmental or other administrative agency or other person or entity for any purpose without our prior written consent; provided that a copy of this letter may be included in the transcript of the proceedings. We express no opinion herein with respect to compliance with, or applicability of, any "blue sky" laws of

any state as they relate to the offer or sale of the Bonds. This letter is not intended to, and may not, be relied upon by the owners of the Bonds or by any other party to whom it is not specifically addressed.

The foregoing represent our interpretation of applicable law to the facts as described herein. We bring to your attention that our legal opinion and conclusions are an expression of professional judgment and are not a guarantee of a result.

Very truly yours,

MCFARLIN & ANDERSON LLP

**APPENDIX H**

**§ \_\_\_\_\_  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**CERTIFICATE OF SPECIAL TAX CONSULTANT**

The undersigned hereby states and certifies:

1. That she is an authorized officer of Dolinka Group, LLC (the “Special Tax Consultant”) and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has prepared the First Amended Rate and Method of Apportionment of Special Tax (the “Rate and Method”) as set forth in Appendix B to the Official Statement dated \_\_\_\_\_, 2015, for Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the “Community Facilities District”) 2015 Special Tax Refunding Bonds (the “Bonds”). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Bond Indenture, dated as of June 1, 2015, between the Community Facilities District and the Trustee named therein.

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Trustee for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the maximum debt service payable with respect to the Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of \$\_\_\_\_\_ for Fiscal Year 2015-16 (subject to inflation at 2.00% per Fiscal Year effective for Fiscal Year 2016-17), assuming the debt service schedule shown in the Official Statement are true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled “SECURITY FOR THE 2015 BONDS – Special Taxes,” “THE COMMUNITY FACILITIES DISTRICT,” “CONTINUING DISCLOSURE,” “APPENDIX B,” including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the School District, the Underwriter, Stifel, Nicolaus & Company, Incorporated, and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: \_\_\_\_\_, 2015

DOLINKA GROUP, LLC

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

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

## APPENDIX I

### COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) 2015 SPECIAL TAX REFUNDING BONDS

#### CERTIFICATE OF PROPERTY OWNER

The undersigned certifies and represents that he or she is duly authorized on behalf of [LENNAR CENTRAL PARK, LLC, a Delaware limited liability company][CENTRAL PARK WEST HOLDINGS, LLC, a Delaware limited liability company] (the “Property Owner”), to execute and deliver this certificate (this “Certificate”) in connection with the issuance, sale and delivery by Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the “Community Facilities District”) of the Bonds captioned above (the “Bonds”).

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), and the Community Facilities District.

As used in this Certificate, the term “Actual Knowledge of the Undersigned” means the knowledge that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of his or her respective duties, to have knowledge of the matters set forth in this Certificate, and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner’s current business and operations.

As used in this Certificate, the term “Relevant Entity” of the Property Owner means any person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the property in the Community Facilities District, or to the Property Owner’s ability to pay the Special Taxes prior to delinquency).

As used in this Certificate, the term “Property” means the property currently owned by the Property Owner within the Community Facilities District, as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows on behalf of the Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of Delaware and is authorized to conduct business in the State of California and has or will have prior to the Closing, as required, all requisite right, power and authority:

(i) to execute and deliver this Certificate, and to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing,

(ii) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(iii) to carry on its business as described in the Preliminary Official Statement, and

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached as Appendix E to the Preliminary Official Statement, with such additional changes as may be agreed upon by the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner is not aware of any material failures by it or any entity under managerial control of the Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit, agreements, or other contractual or financial obligations of the Property Owner, or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, agreements, or other contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could materially adversely affect the ability of the Property Owner:

(i) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, the Property Owner has not assumed any obligations under any loans, lines of credit, agreements, or other contractual or financial arrangements, or any applicable judgment or decree, which could materially adversely affect the ability of the Property Owner:

(i) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(7) Except as described in the Preliminary Official Statement, the Property Owner has no loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could:

(i) materially adversely affect the ability of the Property Owner to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) materially adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) materially adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement,

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement,

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution of Issuance, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement, or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) except as set forth in this paragraph, neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years [provided, that Lennar Mare Island, LLC, a Relevant Entity of the Property Owner, was one of the twenty-two debtors in the June 2008 Landsource bankruptcy case, which has subsequently been discharged]; and

(iii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE – CPWH LLC” and “THE COMMUNITY FACILITIES DISTRICT – Environmental Considerations,” “– Property Ownership and Development,” “- The Development Plan,” concerning the Property Owner and its Relevant Entities, the Property, the Property Owner’s development and financing plans, and the Property Owner’s contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the property within the Community Facilities District, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the property within the Community Facilities District, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property in the Community Facilities District, which may materially and adversely affect:

(i) the ability of the Property Owner to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,



(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement, or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by the Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the School District, the Community Facilities District, Bond Counsel, Disclosure Counsel, the District Administrator, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by the Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District,

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District,

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations, or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method,

(b) the application or use of the Special Taxes levied and collected, or

(c) the enforcement of the obligations of the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the School District or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) acquire, own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the Community Facilities District, and neither the School District, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the acquisition, ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the Community Facilities District and the Underwriter and if, in the opinion of counsel to the Community Facilities District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Property Owner shall reasonably cooperate with the Community Facilities District in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the Community Facilities District and to the Underwriter.

(21) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the acquisition, ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the Community Facilities District and the Underwriter and if, in the opinion of counsel to the Community Facilities District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement, the Property Owner shall reasonably cooperate with the Community Facilities District in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the Community Facilities District and to the Underwriter.

(22) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Exhibit G to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the acquisition, ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(23) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner,

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement, and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

Dated: \_\_\_\_\_, 2015

[LENNAR CENTRAL PARK, LLC,  
a Delaware limited liability company

By: LENNAR HOMES OF CALIFORNIA, INC.,  
a California corporation, Manager]

By: \_\_\_\_\_  
Name:  
Title:

[CENTRAL PARK WEST HOLDINGS, LLC,  
a Delaware limited liability company

By: LENNAR HOMES OF CALIFORNIA, INC.,  
a California corporation, Manager]

By: \_\_\_\_\_  
Name:  
Title:

**APPENDIX J**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**BRING-DOWN CERTIFICATE OF PROPERTY OWNER**

The undersigned certifies and represents that he or she is duly authorized on behalf of [LENNAR CENTRAL PARK, LLC, a Delaware limited liability company][CENTRAL PARK WEST HOLDINGS, LLC, a Delaware limited liability company] (the "Property Owner"), to execute and deliver this bring-down certificate (this "Bring-Down Certificate") in connection with the issuance, sale and delivery by Community Facilities District No. 2004-1 of the Santa Ana Unified School District (the "Community Facilities District") of the Bonds captioned above (the "Bonds").

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated \_\_\_\_\_, 2015, between Stifel, Nicolaus & Company, Incorporated, as underwriter, and the Community Facilities District (the "Purchase Agreement").

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated \_\_\_\_\_, 2015 (the "Certificate").

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer of the Property Owner.

(2) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(3) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected

(i) the business, properties, operations, prospects or financial condition of the Property Owner,

(ii) the Property Owner's ability to acquire, own, develop and sell the Property, or

(iii) the Property Owner's ability to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

(4) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in

accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

Dated: \_\_\_\_\_, 2015

[LENNAR CENTRAL PARK, LLC,  
a Delaware limited liability company

By: LENNAR HOMES OF CALIFORNIA, INC.,  
a California corporation, Manager]

By: \_\_\_\_\_  
Name:  
Title:

[CENTRAL PARK WEST HOLDINGS, LLC,  
a Delaware limited liability company

By: LENNAR HOMES OF CALIFORNIA, INC.,  
a California corporation, Manager]

By: \_\_\_\_\_  
Name:  
Title:

**APPENDIX K**

**COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

**FORM OF DEVELOPER'S COUNSEL OPINION**

A. One or more letters of counsel to [LENNAR CENTRAL PARK, LLC, a Delaware limited liability company][CENTRAL PARK WEST HOLDINGS, LLC, a Delaware limited liability company] (the "Developer"), which may be in-house counsel or an outside law firm engaged by the Developer in connection with the issuance of the Bonds, or both, collectively to the effect that:

1. The Developer has been duly organized and validly exists in good standing under the laws of the State of California.
2. The Developer has the corporate power to execute, deliver, and perform its obligations under the Continuing Disclosure Agreement.
3. The Continuing Disclosure Agreement has been duly authorized, executed, and delivered by the Developer, and, assuming due authorization and execution by the other parties thereto, constitutes valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.
4. No information came to the attention of the lawyers in such counsel's firm or office rendering legal services in connection with its representation of the Developer that caused such counsel to believe that, as of the date of the Official Statement and as of the date of such letter, the information in the sections of the Preliminary Official Statement entitled "CONTINUING DISCLOSURE – CPWH LLC" and "THE COMMUNITY FACILITIES DISTRICT – Environmental Considerations," "– Property Ownership and Development," "– The Development Plan," concerning the Developer and its Relevant Entities, the Property, the Developer's development and financing plans, and the Developer's contractual arrangements (but excluding any information cited as coming from a source other than the Developer) (except that no belief is expressed as to (a) any financial statements and other financial, statistical, economic, or engineering data or forecasts, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

B. A certification letter of counsel to the Developer, which may be in-house counsel whose responsibilities include oversight of litigation concerning the Developer, to the following effect:

1. Except as set forth in the Official Statement, no litigation is pending against the Developer (with service of process to the Developer having been accomplished) or, to the actual knowledge of such counsel, threatened in writing against the Developer which would materially and adversely affect:

(a) the ability of the Developer to complete the planned acquisition, development and sale of the property in the Community Facilities District described in the Official Statement, or

(b) the ability of the Developer to pay special taxes or ad valorem property taxes prior to delinquency on the property it owns in the Community Facilities District.



This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

**PRELIMINARY OFFICIAL STATEMENT DATED JUNE \_\_, 2015**

**NEW ISSUE**

**NOT RATED**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2015 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "LEGAL MATTERS – Tax Opinion and Certain Matters."*

**[\$[PRINCIPAL AMOUNT]\*  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)  
2015 SPECIAL TAX REFUNDING BONDS**

Dated: Date of Delivery

Due: September 1, as shown below

The 2015 Special Tax Refunding Bonds (the "2015 Bonds") are being issued under the Mello-Roos Community Facilities Act of 1982 (the "Act") and a Bond Indenture, dated as of [June] 1, 2015, by and between the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "Community Facilities District") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The 2015 Bonds are payable from proceeds of Special Taxes (as defined herein) levied on property within the Community Facilities District according to the First Amended Rate and Method of Apportionment of Special Taxes approved by the qualified electors within the Community Facilities District and by the Board of Education (the "Board") of the Santa Ana Unified School District (the "School District"), acting as the Legislative Body of the Community Facilities District.

The 2015 Bonds are being issued (i) to defease and refund the outstanding special tax bonds of the Community Facilities District, (ii) to fund a Reserve Account for the 2015 Bonds and (iii) to pay the costs of issuing the 2015 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Interest on the 2015 Bonds is payable on March 1, 2016, and semiannually thereafter on each March 1 and September 1. The 2015 Bonds will be issued in denominations of \$5,000 or integral multiples thereof. The 2015 Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the 2015 Bonds as described herein under "THE 2015 BONDS – Book-Entry and DTC."

*The 2015 Bonds are subject to optional redemption, mandatory redemption from prepayment of Special Taxes and [mandatory sinking fund redemption] as described herein.*

THE 2015 BONDS, THE INTEREST THEREON, AND ANY PREMIUMS PAYABLE ON THE REDEMPTION OF ANY OF THE 2015 BONDS, ARE NOT AN INDEBTEDNESS OF THE SCHOOL DISTRICT, THE STATE OF CALIFORNIA (THE "STATE") OR ANY OF ITS POLITICAL SUBDIVISIONS, AND NEITHER THE SCHOOL DISTRICT, THE COMMUNITY FACILITIES DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN), THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE FOR THE 2015 BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SCHOOL DISTRICT, THE COMMUNITY FACILITIES DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN) OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2015 BONDS. OTHER THAN THE SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT, NO TAXES ARE PLEDGED TO THE PAYMENT OF THE 2015 BONDS. THE 2015 BONDS ARE NOT A GENERAL OBLIGATION OF THE COMMUNITY FACILITIES DISTRICT, BUT ARE LIMITED OBLIGATIONS OF THE COMMUNITY FACILITIES DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES LEVIED IN THE COMMUNITY FACILITIES DISTRICT AS MORE FULLY DESCRIBED HEREIN.

*This cover page contains certain information for quick reference only. It is not a summary of the issue. Potential investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Investment in the 2015 Bonds involves risks which may not be appropriate for some investors. See "BONDOWNERS' RISKS" herein for a discussion of special risk factors that should be considered in evaluating the investment quality of the 2015 Bonds.*

The 2015 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, and subject to certain other conditions. Certain legal matters will be passed on for the School District and the Community Facilities District by Atkinson, Andelson, Loya, Ruud & Romo, Cerritos, California, and for the Community Facilities District by McFarlin & Anderson LLP, Laguna Hills, California, Disclosure Counsel. Certain legal matters will be passed on for the Underwriter by Nossaman, LLP. It is anticipated that the 2015 Bonds, in book-entry form, will be available for delivery through the services of DTC on or about \_\_\_\_\_, 2015.

**STIFEL**

The date of this Official Statement is: \_\_\_\_\_, 2015.

**MATURITY SCHEDULE**

**[\$[PRINCIPAL AMOUNT]\***  
**COMMUNITY FACILITIES DISTRICT NO. 2004-1**  
**OF THE SANTA ANA UNIFIED SCHOOL DISTRICT**  
**(CENTRAL PARK PROJECT)**  
**2015 SPECIAL TAX REFUNDING BONDS**

\$[\_\_\_\_\_] **Serial Bonds**  
 Base CUSIP® No. 801166<sup>†</sup>

<u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>CUSIP®</u> <u>No.</u> <sup>†</sup>	<u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>CUSIP®</u> <u>No.</u> <sup>†</sup>
	\$	%				\$	%	%	

\$ \_\_\_\_\_ % Term 2015 Bonds due September 1, 20\_\_, Price \_\_\_% CUSIP® No. \_\_\_\_\_  
 \$ \_\_\_\_\_ % Term 2015 Bonds due September 1, 2035, Price \_\_\_% CUSIP® No. \_\_\_\_\_

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\* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP® data is not intended to create a database and does not serve in any way as a substitute for the CUSIP® Service Bureau. CUSIP® numbers are provided for convenience of reference only. The Community Facilities District, the School District and the Underwriter take no responsibility for the accuracy of such numbers.

# **SANTA ANA UNIFIED SCHOOL DISTRICT**

## **BOARD OF EDUCATION**

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

## **DISTRICT ADMINISTRATORS**

Rick Miller, Ph.D., *Superintendent*  
Stefanie P. Phillips, Ed.D., CBO, *Deputy Superintendent, Operations*  
David Haglund, Ed.D., *Deputy Superintendent, Educational Services*  
Mark McKinney, *Associate Superintendent, Human Resources*  
Tina Douglas, *Assistant Superintendent, Business Services*  
Lucinda Pueblos, *Assistant Superintendent, School Performance and Culture*  
Doreen Lohnes, *Assistant Superintendent, Support Services*  
Michelle Rodriguez, Ed.D., *Assistant Superintendent, Elementary Education*  
Deidra Powell, *Chief Communication Officer*

---

## **PROFESSIONAL SERVICES**

### **BOND COUNSEL**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
Newport Beach, California

### **SCHOOL DISTRICT COUNSEL**

Atkinson, Andelson, Loya, Ruud & Romo  
Cerritos, California

### **DISCLOSURE COUNSEL**

McFarlin & Anderson LLP  
Laguna Hills, California

### **FINANCIAL ADVISOR**

Government Financial Strategies, Inc.  
Sacramento, California

### **VERIFICATION AGENT**

Causey Demgen & Moore P.C.  
Denver, Colorado

### **SPECIAL TAX CONSULTANT**

Dolinka Group, LLC.  
Irvine, California

### **TRUSTEE**

## GENERAL INFORMATION ABOUT THE OFFICIAL STATEMENT

*Use of Official Statement.* This Official Statement is submitted in connection with the offer and sale of the 2015 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2015 Bonds.

*Estimates and Forecasts.* When used in this Official Statement and in any continuing disclosure by the Community Facilities District in any press release and in any oral statement made with the approval of an authorized officer of the Community Facilities District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend,” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the Community Facilities District or any other entity described or referenced herein since the date hereof. The Community Facilities District does not plan to issue any updates or revision to the forward-looking statements set forth in this Official Statement.

*Limited Offering.* No dealer, broker, salesperson or other person has been authorized by the Community Facilities District to give any information or to make any representations in connection with the offer or sale of the 2015 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the Community Facilities District or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2015 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

*Involvement of Underwriter.* The Underwriter has submitted the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Community Facilities District or any other entity described or referenced herein since the date hereof. All summaries of the documents referred to in this Official Statement are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

*Stabilization of Prices.* In connection with this offering, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the 2015 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the 2015 Bonds to certain dealers and others at prices lower than the public offering prices set forth on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

THE 2015 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2015 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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## OFFICIAL STATEMENT

### [\$[PRINCIPAL AMOUNT]\* COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT) 2015 SPECIAL TAX REFUNDING BONDS

#### INTRODUCTION

*This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the 2015 Bonds to potential investors is made only by means of the entire Official Statement.*

#### **General**

This Official Statement, including the cover page and appendices hereto, is provided to furnish information regarding the Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2015 Special Tax Refunding Bonds (the “2015 Bonds” or the “Bonds”).

The 2015 Bonds are issued pursuant to the Act (as defined below) and a Bond Indenture, dated as of [June] 1, 2015 (the “Bond Indenture”), by and between Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the “Community Facilities District”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). See “THE 2015 BONDS – Authority for Issuance” herein. The Community Facilities District may issue additional bonds payable on a parity with the 2015 Bonds for refunding purposes only.

#### **The School District**

The Santa Ana Unified School District (the “School District”), located in Orange County, California (the “County”), is the sixth-largest school district in California as measured by student enrollment. The School District was established in 1888. The School District encompasses territory in the central portion of the County and includes most of the City of Santa Ana (the County seat of the County), portions of the cities of Irvine, Newport Beach, Costa Mesa, Orange, and Tustin, and adjacent unincorporated areas of the County and has an area of approximately 24 square miles. The School District provides education for students in grades PK-12. The School District currently operates six comprehensive high schools (for grades 9-12), two continuation high schools (for grades 9-12), nine intermediate schools (for grades 6-8), one community day intermediate and high school (for grades 7-12), one middle college high school, 33 elementary schools (for grades K-5), 3 elementary schools (for grades K-8), and one child development center. Total enrollment in the 2014-15 school year was approximately 56,815 students.

#### **The Community Facilities District**

The Community Facilities District was formed and established by the Board of Education of the School District (the “Board”) on September 28, 2004, pursuant to the Mello-Roos Community Facilities

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\*Preliminary, subject to change.

Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code, and referred to herein as the “Act”), following a public hearing and a landowner election at which the qualified electors of the Community Facilities District, by more than a two-thirds vote, authorized the Community Facilities District to incur bonded indebtedness in the aggregate not-to-exceed amount of \$16,000,000 and approved the levy of special taxes (the “Special Taxes”) on certain real property located in the Community Facilities District.

Once duly established, a community facilities district is a legally constituted governmental entity established for the purpose of financing specific facilities and services within defined boundaries. Subject to approval by a two-thirds vote of the qualified voters within a community facilities district and compliance with the provisions of the Act, a community facilities district may issue bonds and may levy and collect special taxes to repay such bonded indebtedness and interest thereon.

On September 14, 2005, the Community Facilities District issued its Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) 2005 Special Tax Bonds, in the aggregate principal amount of \$11,785,000 (the “Prior Bonds”). Proceeds of the Prior Bonds were used (i) to finance schools and school facilities, (ii) to finance the costs of water and sewer facilities of the Irvine Ranch Water District (“IRWD”) and (iii) to finance the costs of fire suppression and protection facilities of the Orange County Fire Authority. As of June 1, 2015, \$7,660,000 aggregate amount of the Prior Bonds were outstanding.

The Community Facilities District is comprised of approximately 49.44 gross acres of contiguous land located in the City of Irvine (the “City of Irvine”) at the northwest corner of Jamboree Boulevard and Michelson Drive, including the Astoria apartment towers for which Special Taxes were prepaid and the 175 Marlowe units for which building permits have expired. The project is referred to as the “Central Park Project” or “Central Park West” (hereinafter, the “Central Park Project”). The Community Facilities District is bounded generally on the east by Jamboree Boulevard, on the west by the Obsidian Street, on the south by Michelson Drive and on the north by the 1-405 Freeway. The Community Facilities District consists of approximately 25.75 taxable acres.

The Community Facilities District is being developed as an urban master-planned community. The Community Facilities District is expected to support a combination of residential and retail uses. Specifically, the Community Facilities District is expected to include at build-out approximately 1,275 residential units (comprising townhomes, flats, and apartments), and approximately 26,700 square feet of retail space. It is expected that the residential units will be developed as thirteen different products. As of the date of this Official Statement, nine of the products totaling 672 units have already been constructed. Of the 672 units, one project, totaling 240 apartment units located in two Astoria apartment towers, has been conveyed to an institutional investor and 417 of the remaining have been sold and closed to homebuyers as of March 31, 2015, and the remaining 15 units have since been sold and closed to homebuyers. The Special Taxes with respect to the Astoria apartment towers were prepaid. See “THE COMMUNITY FACILITIES DISTRICT – General Information” for additional information regarding each individual product. As of May 1, 2015, the remaining undeveloped real property in the Community Facilities District subject to the Special Tax is owned by Central Park West Holdings, LLC (“CPWH LLC”). The completed residential development in the Community Facilities District, totaling 672 units, is summarized in the following table.

**Table 1**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Summary of Completed Residential Development**  
**as of March 31, 2015**

Product Name	Description	Number of Units	Owner
Maxfield	Townhomes	36	All conveyed to homeowners
The Lennox	Flats	72	All conveyed to homeowners
Granville	Villas/Lofts	27	All conveyed to homeowners
Chelsea	Townhomes	34	All conveyed to homeowners
The Belvedere	Flats	87	All conveyed to homeowners
Madison	Townhomes	81	All conveyed to homeowners
Manhattans	Townhomes	64	49 conveyed to homeowners, 15 owned by Lennar Homes of California
Soho	Townhomes	31	All conveyed to homeowners
Astoria	2 apartment towers	<u>240</u> <sup>(1)</sup>	Owned by Astoria Central Park West, Inc.
Total <sup>(2)</sup>		672	

- (1) The owner of the Astoria apartment towers prepaid the Special Taxes prior to sale to Astoria Central Park West, Inc.  
(2) In addition, 175 building permits were issued for the Marlowe project, but the units were not constructed and the building permits have expired. Special Taxes are levied on the property. A conditional use permit which included changes with respect to the proposed development of such property was approved by the City Planning Commission on March 19, 2015.

*Source: CPWH LLC.*

Since the March 31, 2015, roll date used in this Official Statement, the ownership of approximately 2 acres (including a 1 acre park site) was transferred from Lennar Central Park LLC, a California limited liability company, a single purpose Delaware limited liability company (“Lennar Central Park LLC”) to CPWH LLC in May 2015. As described herein, CPWH LLC and Lennar Central Park LLC have the right to develop the proposed development. CPWH LLC is a limited liability company originally formed by Lennar Homes and the Stockbridge Funds, but Lennar Homes acquired all of the interest of the Stockbridge Funds in CPWH LLC as of June 1, 2015. See “THE COMMUNITY FACILITIES DISTRICT –Property Ownership and Development.”

An additional 603 residential units are planned to be developed as follows:

**Table 2**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Summary of Proposed Residential Development**  
**as of March 31, 2015**

Product Type	Estimated Number of Units Planned	Status
Marlowe Replacement <sup>(1)</sup>	176	Conditional use permit approved by City Planning Commission on March 19, 2015
New Townhomes and Flats	120	Conditional use permit approved by City Planning Commission on March 19, 2015
New Single Family Product	22	Conditional use permit approved by City Planning Commission on March 19, 2015
Renwick Replacement	<u>285</u>	In planning for future submittal for City approval
Total	603	

<sup>(1)</sup> 175 building permits were issued for the originally proposed Marlowe project, but the units were not constructed and the building permits have expired. Special Taxes are levied on the property. A conditional use permit which included changes with respect to the proposed development of such property was approved by the City Planning Commission on March 19, 2015.

*Sources: CPWH LLC and Lennar Central Park LLC.*

In addition, approximately 26,700 square feet of retail space anticipated to be developed in conjunction with the Renwick replacement product is in planning for future submittal for City approval.

Certain risk factors should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the 2015 Bonds. See “BONDOWNERS’ RISKS.”

**Neither the faith and credit nor the taxing power of the School District, the State of California (the “State”) or any political subdivision thereof other than the Community Facilities District (to the limited extent described in the Bond Indenture) is pledged to the payment of the 2015 Bonds. Except for the Special Taxes, no other taxes are pledged to the payment of the 2015 Bonds. The Bonds are not general or special obligations of the School District nor general obligations of the Community Facilities District, but are special obligations of the Community Facilities District payable solely from the Special Taxes and certain other assets pledged therefor under the Bond Indenture, as more fully described herein.**

**Minimum Annual Special Tax Requirement**

Pursuant to the First Amended Rate and Method of Apportionment of Special Taxes (the “First Amended Rate and Method”), the Board will levy the Annual Special Tax on each Assessor’s Parcel of Residential Property and Commercial Property up to an amount equal to the Assigned Annual Special Tax applicable to each such Assessor’s Parcel, to satisfy the Minimum Annual Special Tax Requirement. If the sum of the amounts collected from Residential Property and Commercial Property is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board will levy proportionately an

Annual Special Tax on each Assessor's Parcel of Undeveloped Property, up to the Assigned Annual Special Tax applicable to each Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement. The Minimum Annual Special Tax Requirement is defined in the First Amended Rate and Method as the amount required in any fiscal year to pay (i) the debt service or the periodic costs on all outstanding 2015 Bonds, including, but not limited to, credit enhancement and rebate payments on the 2015 Bonds (ii) Administrative Expenses of Community Facilities District No. 2004-1, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds (or account thereof) established in association with the 2015 Bonds, and (v) any amounts required for construction of Additional School Facilities (as defined in the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2004-1 by and between the School District and KFPLB Michelson Jamboree LLC, a California limited liability company, dated April 1, 2005 (the "Mitigation Agreement"), less (vi) any amount available to pay debt service or other periodic costs on the 2015 Bonds pursuant to the Bond Indenture. (As described under the caption " – Property Ownership and Development," Lennar Central Park LLC acquired the property in the Community Facilities District and has subsequently sold, or entered into purchase and sale agreements to sell, the property to various entities. As of the date of this Official Statement, remaining undeveloped real property in the Community Facilities District subject to the Special Tax is owned by CPWH LLC.) See "SECURITY FOR THE 2015 BONDS – First Amended Rate and Method."

### **Purpose of the 2015 Bonds**

The proceeds from the sale of the 2015 Bonds, together with other available funds relating to the Prior Bonds, will be used to (a) to refund the outstanding Prior Bonds, (b) fund a reserve account for the 2015 Bonds, and (c) to pay the costs of issuing the 2015 Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS."

### **Sources of Payment for the 2015 Bonds**

The 2015 Bonds are secured by and payable from a first pledge of "Net Taxes," which is defined within the Bond Indenture as Gross Taxes minus amounts applied to pay the Administrative Expense Requirement of \$50,000 per fiscal year (which amount shall increase 2% per each July 1 beginning with July 1, 2016). "Gross Taxes" are defined in the Bond Indenture as the amount of all Special Taxes received by the Treasurer, together with the net proceeds collected from the sale of property pursuant to the foreclosure provisions of the Bond Indenture, penalties and interest received by the Community Facilities District in connection with the delinquency of such Special Taxes and proceeds from any security for payment of Special Taxes taken in lieu of foreclosure after payment of administrative costs and attorneys' fees payable from such proceeds to the extent not previously paid as an Administrative Expense. "Special Taxes" are defined as the taxes authorized to be levied by the Community Facilities District in accordance with a Resolution and Ordinance adopted by the Legislative Body of the Community Facilities District on September 28, 2004, providing for the levy of the Special Taxes, the Resolution of Formation (as defined below), the Act and the First Amended Rate and Method. "Administrative Expenses" are defined as including the administrative costs with respect to the calculation and collection of the Special Taxes, or costs otherwise incurred by the School District staff on behalf of the Community Facilities District in order to carry out the purposes of the Community Facilities District as set forth in the Resolution of Formation or the First Amended Rate and Method and the fees and expenses of the Trustee.

Pursuant to the Act, the First Amended Rate and Method, the Resolution of Formation and the Bond Indenture, so long as the 2015 Bonds are outstanding, the Community Facilities District will annually fix and levy the amount of Special Taxes within the Community Facilities District required for the payment of principal of and interest on Outstanding 2015 Bonds becoming due and payable during the

ensuing year including any necessary replenishment or expenditure of the Reserve Account for the 2015 Bonds, any amount equal to the Administrative Expense Requirement and any additional amounts necessary for expenses incurred in connection with administration or enforcement of delinquent Special Taxes. See “SECURITY FOR THE 2015 BONDS – Special Taxes” herein.

Pursuant to the Act, all lands owned by a public entity within the Community Facilities District are omitted from the levy of the Special Tax, *unless* the public entity acquires the property after recording the Notice of Special Tax Lien, in which case the public entity will be obligated to pay the Special Tax, subject to certain limitations. The First Amended Rate and Method exempts from the Special Tax all property owned by the State, the federal government and local governments, as well as certain other properties, subject to certain limitations. See “SECURITY FOR THE 2015 BONDS – First Amended Rate and Method” and “BONDOWNERS’ RISKS – Exempt Properties.”

The 2015 Bonds are secured by a first pledge of all moneys deposited in the Reserve Account. See “SECURITY FOR THE 2015 BONDS.” The Reserve Account will be established out of the proceeds of the sale of the 2015 Bonds, in an amount equal to the Reserve Requirement. The Bond Indenture defines the Reserve Requirement with respect to the 2015 Bonds as that amount, as of any date of calculation, equal to the least of (i) 10% of the initial principal amount of the 2015 Bonds and Parity Bonds, if any, (ii) “Maximum Annual Debt Service” (as defined in the Bond Indenture) on the then Outstanding 2015 Bonds and Parity Bonds, if any, or (iii) 125% of average annual debt service on the then Outstanding 2015 Bonds and Parity Bonds, if any. The ability of the Board, in its capacity as Legislative Body of the Community Facilities District, to increase the annual Special Taxes levied to replenish the Reserve Account is subject to the maximum annual amount of Special Taxes authorized by the qualified voters of the Community Facilities District and the limitation imposed by Section 53321 of the Act. The moneys in the Reserve Account will only be used for payment of principal of, interest and any redemption premium on, the 2015 Bonds, and at the direction of the Community Facilities District, for payment of rebate obligations related to the 2015 Bonds. In connection with an optional redemption of Bonds or the special mandatory redemption from Special Tax prepayments pursuant to the Bond Indenture, or a defeasance of Bonds in accordance with the Bond Indenture, amounts in the Reserve Account will be applied to such redemption or defeasance so long as the amount on deposit in the Reserve Account following such redemption or any partial defeasance equals the Reserve Requirement. See “SECURITY FOR THE 2015 BONDS – Reserve Account.”

The Community Facilities District has also covenanted in the Bond Indenture to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant, see “SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales.”

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SCHOOL DISTRICT, THE COMMUNITY FACILITIES DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN) OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2015 BONDS. OTHER THAN THE SPECIAL TAXES OF THE COMMUNITY FACILITIES DISTRICT, NO TAXES ARE PLEDGED TO THE PAYMENT OF 2015 BONDS. THE 2015 BONDS ARE NOT A GENERAL OBLIGATION OF THE COMMUNITY FACILITIES DISTRICT, BUT ARE LIMITED OBLIGATIONS OF THE COMMUNITY FACILITIES DISTRICT PAYABLE SOLELY FROM THE SPECIAL TAXES WITHIN THE COMMUNITY FACILITIES DISTRICT AS MORE FULLY DESCRIBED HEREIN.

### **Tax Exemption**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. However, Bond Counsel notes that, with respect to corporations, interest (and original issue discount) on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of such corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS – Tax Opinion and Certain Matters” herein.

Set forth in APPENDIX F is the form of opinion Bond Counsel is expected to deliver in connection with the issuance of the Bonds. For a more complete discussion of such opinion and certain other tax consequences incident to the ownership of the Bonds, including certain exceptions to the tax treatment of interest, see “LEGAL MATTERS – Tax Opinion and Certain Matters” herein.

### **Risk Factors Associated with Purchasing the 2015 Bonds**

Investment in the 2015 Bonds involves risks that may not be appropriate for some investors. See the section of this Official Statement entitled “BONDOWNERS’ RISKS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2015 Bonds.

### **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as a “plan,” “expect,” “estimate,” “project,” “budget” or similar words. Such forward-looking statements include, but are not limited to certain statements contained in the information under the caption “THE COMMUNITY FACILITIES DISTRICT – General Information” herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE COMMUNITY FACILITIES DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

### **Professionals Involved in the Offering**

The Bank of New York Mellon Trust Company, N.A., Los Angeles, California, will serve as the trustee, registrar and transfer agent for the 2015 Bonds and as Escrow Bank (the “Escrow Bank”) under the Escrow Agreement and will perform the functions required of it under the Bond Indenture for the payment of the principal of and interest and any premium on the 2015 Bonds and all activities related to the redemption of the 2015 Bonds. Stradling Yocca Carlson & Rauth, a Professional Corporation,



Newport Beach, California is serving as Bond Counsel to the Community Facilities District and as general counsel to the School District. Stifel, Nicolaus & Company, Incorporated is acting as Underwriter in connection with the issuance and delivery of the 2015 Bonds. Nossaman LLP, Irvine, California is acting as Underwriter's Counsel. McFarlin & Anderson LLP, Laguna Hills, California, is acting as Disclosure Counsel. From time to time, Disclosure Counsel represents the Underwriter on matters unrelated to the Bonds.

*Except for some Bond Counsel fees and Special Tax Consultant fees, payment of the fees and expenses of Bond Counsel, District Counsel, the Underwriter and the Trustee is contingent upon the sale and delivery of the 2015 Bonds.*

## **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the 2015 Bonds, certain sections of the Bond Indenture, security for the 2015 Bonds, special risk factors, the Community Facilities District, the School District and other information are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. The descriptions herein of the 2015 Bonds, the Bond Indenture, and other resolutions and documents are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the 2015 Bonds, the Bond Indenture, such resolutions and other documents. All such descriptions are further qualified in their entirety by reference to laws and to principles of equity relating to or affecting generally the enforcement of creditors' rights. Copies of such documents may be obtained from the Office of the Clerk of the Board of Education of the Santa Ana Unified School District, 1601 East Chestnut Avenue, Santa Ana, California 92701-6322.

## **CONTINUING DISCLOSURE**

*The Community Facilities District.* The Community Facilities District has covenanted in the Community Facilities District Continuing Disclosure Agreement, the form of which is set forth in APPENDIX D – “Form of Community Facilities District Continuing Disclosure Agreement” (the “Community Facilities District Continuing Disclosure Agreement”), for the benefit of owners and beneficial owners of the 2015 Bonds, to provide certain financial information and operating data relating to the Community Facilities District and the 2015 Bonds by not later than January 30 in each year commencing on January 30, 2006 (the “Community Facilities District Annual Report”), and to provide notices of the occurrence of certain enumerated events, if material.

The Community Facilities District Annual Report will be filed by the Community Facilities District, or Dolinka Group, LLC, as Dissemination Agent on behalf of the Community Facilities District, with the Municipal Securities Information Repository (“MSRB”) in an electronic format as prescribed by the MSRB, with a copy to the Trustee and the Underwriter. Any notice of a material event will be filed by the Community Facilities District or the Dissemination Agent on behalf of the Community Facilities District, with the MSRB, with a copy to the Trustee and the Underwriter. The specific nature of the information to be contained in the Community Facilities District Annual Report or any notice of a material event is set forth in the Community Facilities District Continuing Disclosure Agreement. The covenants of the Community Facilities District in the Community Facilities District Continuing Disclosure Agreement have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “Rule”); *provided, however*, a default under the Community Facilities District Continuing Disclosure Agreement will not, in itself, constitute an Event of Default under the Bond Indenture, and the sole remedy under the Community Facilities District Continuing Disclosure Agreement in the event of any failure of the Community Facilities District or the

Dissemination Agent to comply with the Community Facilities District Continuing Disclosure Agreement will be an action to compel performance.

*Prior Community Facilities District Undertaking.* The School District on behalf of the Community Facilities District has entered into a prior undertaking under the Rule. A review of previous disclosure filings since May 15, 2010, with respect to the Prior Bonds indicates that the School District did not comply in all respects with its prior undertaking. Identification of the below described events does not constitute a representation by the Community Facilities District that any such events were material. For example, the School District did not always file its audited financial statements by the filing date. [Confirm description of prior disclosure compliance]

*Prior Disclosure Compliance by School District.* A review of previous disclosure filings since May 15, 2010, with respect to financings by the School District indicates that the School District did not comply in all respects with its prior undertakings. Identification of the below described events does not constitute a representation by the School District that any such events were material or that the School District is an obligated person under the Rule with respect to the 2015 Bonds. For example, (i) the School District's budget and operating data was not always filed by the filing date, and (ii) items to be included in the annual report were not always included in the annual report filed. [Finally, the School District did not provide notice relating to each rating change that may have occurred with respect to a rated financing.] The School District has since filed the foregoing items for currently outstanding financings. [To ensure future filings are made in a timely manner, the School District [has adopted/is reviewing proposed] policies and procedures regarding filing required disclosures.] As of the date of this Official Statement, all required filings have been made in connection with prior undertakings.

*CPWH LLC.* Pursuant to the Continuing Disclosure Agreement of CPWH LLC (the "CPWH LLC Continuing Disclosure Agreement"), until such time as CPWH LLC and its Relevant Entities are no longer expected to be responsible for 15% or more of the Special Tax levy, CPWH LLC has agreed to provide, or cause to be provided, on a semiannual and annual basis, to EMMA, certain financial information and operating data concerning CPWH LLC's, Lennar Central Park LLC's, and CPWH's other Relevant entities development within the Community Facilities District. CPWH LLC has further agreed to provide notice to EMMA of certain listed events. For purposes of the CPWH LLC Continuing Disclosure Agreement, the term "Relevant Entity" means, with respect to a Person (i) any Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the Community Facilities District and the Bonds, including information relevant to the development of the property within the Community Facilities District, the payment of Special Taxes, or the assets or funds held by the Developer or any such Relevant Entity that would materially affect the ability to develop the property or the payment of Special Taxes. "Person" means any individual or entity and, where the context so permits, the legal representatives, successors in interest (including heirs) and assigns of such Person. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise See APPENDIX E – "Form of CPWH LLC Continuing Disclosure Agreement" herein for a form of the CPWH LLC Continuing Disclosure Agreement.

## **THE FINANCING PLAN**

The 2015 Bonds are being issued for the primary purpose of providing funds to the Community Facilities District to defease and refund the Prior Bonds (currently outstanding in the aggregate principal amount of \$7,660,000).

*Refunding Plan.* The net proceeds of the 2015 Bonds will be transferred to Bank of New York Mellon Trust Company, N.A. (the “Escrow Agent”) for deposit in an escrow fund to be established under an Escrow Agreement, dated as of the Closing Date (the “Escrow Agreement”), by and between the School District and the Escrow Agent, with separate accounts with respect to the Prior Bonds being currently refunded on September 1, 2015.

The Escrow Agent will invest the net proceeds of the 2015 Bonds in the “Escrow Investments” specified under the Escrow Agreement that mature no later than September 1, 2015. The Escrow Agent will invest the net proceeds of the 2015 Bonds in certain federal securities as specified in the Escrow Agreement. These funds will be sufficient to pay the principal of and interest on the Prior Bonds being paid on September 1, 2015.

Sufficiency of the deposits in the Escrow Fund for those purposes will be verified by Causey Demgen & Moore P.C., Denver, Colorado. See “VERIFICATION OF MATHEMATICAL ACCURACY” below. Assuming the accuracy of the Verification Agent’s computations, as a result of the deposit and application of funds as provided in the Escrow Agreement, the Prior Bonds will be defeased under the provisions of the bond indenture under which they were issued, as of the date of issuance of the Bonds.

*Other Uses of Bonds Proceeds.* The remaining proceeds of the Bonds will be used to fund a Reserve Account (to the extent applicable Reserve Requirement is not satisfied with a Reserve Policy) and pay certain costs of issuance of the Bonds, including, but not limited to, the fees and expenses of Bond Counsel, District Counsel, Disclosure Counsel, the cost of printing the preliminary and final Official Statements, fees and expenses of the Trustee, the fees of the Special Tax Consultant and Financial Advisor, the Verification Agent and other related costs of issuance.

## **ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds from the sale of the 2015 Bonds, and other available funds, will be deposited into the following respective accounts and funds established by the School District under the Bond Indenture, as follows:

*Sources:*

Principal Amount of 2015 Bonds	\$
Plus Net Original Issue Premium	
Less: Underwriter’s Discount	
Plus Refunded Bonds funds	
Total Sources:	

*Uses:*

Escrow Fund  
Reserve Account<sup>(1)</sup>  
Water Facilities Account  
Costs of Issuance<sup>(2)</sup>

*Total Uses:*

- (1) Equal to the Reserve Requirement with respect to the 2015 Bonds as of the date of delivery of the 2015 Bonds.
- (2) Includes, among other things, the fees and expenses of Bond Counsel, District Counsel, the cost of printing the final Official Statement, fees and expenses of the Trustee and the fees of the Special Tax Consultant.

## **THE 2015 BONDS**

### **Authority for Issuance**

The 2015 Bonds in the aggregate principal amount of \$[7,660,000\*] are authorized to be issued by the Community Facilities District under and subject to the terms of the Bond Indenture, the Act and other applicable laws of the State of California.

### **General Provisions**

The 2015 Bonds will be dated their date of delivery and will bear interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on each March 1 and September 1, commencing on March 1, 2016 (each, an “Interest Payment Date”), and will mature in the amounts and on the dates set forth on the inside cover page hereof. The 2015 Bonds will be issued in fully registered form in denominations of \$5,000 each or any integral multiple thereof and when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the 2015 Bonds. Ownership interests in the 2015 Bonds may be purchased in book-entry form only, in denominations of \$5,000 or any integral multiple thereof within a single maturity. So long as the 2015 Bonds are held in book-entry form, principal of, premium, if any, and interest on the 2015 Bonds will be paid directly to DTC for distribution to the beneficial owners of the 2015 Bonds in accordance with the procedures adopted by DTC. See “THE 2015 BONDS – Book-Entry and DTC.”

The 2015 Bonds will bear interest at the rates set forth on the cover hereof payable on the Interest Payment Dates in each year. Interest due on the 2015 Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on any 2015 Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that 2015 Bond, unless (i) such date of authentication is an Interest Payment Date in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such 2015 Bond, in which event interest shall be payable from the dated date of such 2015 Bond; *provided, however*, that if at the time of authentication of such 2015 Bond, interest is in default, interest on that 2015 Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on that 2015 Bond, interest on that 2015 Bond shall be payable from its dated date. “Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, regardless of whether such day is a business day. In addition, upon request in writing

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\* Preliminary, subject to change.

received by the Trustee on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds, payment will be made on the Interest Payment Date by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Interest on the 2015 Bonds shall be paid by check of the Trustee mailed to the registered Bondowner by first-class mail, postage prepaid, at his or her address as it appears on the Bond Register as of the Record Date. The principal of the 2015 Bonds and any premium due upon redemption on the 2015 Bonds are payable by check in lawful money of the United States of America upon presentation thereof at the corporate trust office of the Trustee in Los Angeles, California.

The 2015 Bonds are issued as fully registered bonds and will be registered in the name of Cede & Co., as nominee DTC. DTC will act as securities depository of the 2015 Bonds. Ownership interests in the 2015 Bonds may be purchased in book-entry form only in denominations of \$5,000 and any integral multiple thereof. See APPENDIX G – “Book-Entry System.”

**Debt Service Schedule**

The following table presents the annual debt service on the 2015 Bonds (including sinking fund redemptions), assuming that there are no optional redemptions or mandatory redemptions from special taxes.

<u>Year Ending (September 1)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2015	\$	\$	\$
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035	\$	\$	\$

**Redemption of the 2015 Bonds\***

*Optional Redemption.* The Bonds maturing on or after September 1, [2026] may be redeemed prior to maturity at the option of the Community Facilities District from any source of funds on any Interest Payment Date on or after September 1, [2025], in whole or in part, from such maturity or maturities as selected by the Community Facilities District and by lot within a maturity, at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the date of redemption, without premium.

*Special Mandatory Redemption from Special Tax Prepayments.* The Bonds are subject to Special Mandatory Redemption from Special Tax Prepayments as a whole, or in part [as selected by the Trustee] on a pro rata basis among maturities, on any Interest Payment Date, and shall be redeemed by the Trustee, from Special Tax Prepayments deposited to the Redemption Account pursuant to the Bond Indenture, plus amounts transferred from the Reserve Account pursuant to the Bond Indenture, at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any Interest Payment Date on or prior to [March 1, 2025]	103%
Interest Payment Dates on or after [September 1, 2025]	100

The Bonds maturing on September 1, \_\_\_\_ are subject to mandatory sinking fund redemption in part, by lot, on September 1, 2031 and on each September 1 thereafter to maturity, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows

<u>Year (September 1)</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\_\_\_\_\_  
<sup>†</sup> Final Maturity.

*Purchase of 2015 Bonds.* In lieu of payment at maturity or redemption, moneys in the Special Tax Fund may be used and withdrawn by the Trustee for purchase of Outstanding Bonds, upon the filing with the Trustee of a Certificate of an Authorized Representative requesting such purchase, at a public or private sale as and when, and at such prices (including brokerage and other charges) as such Certificate of an Authorized Representative may provide, but in no event will Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if the Bonds were to be redeemed in accordance with the Bond Indenture.

**Selection of 2015 Bonds for Redemption**

If less than all of the 2015 Bonds Outstanding are to be redeemed (except with respect to mandatory sinking fund redemption in which case selection shall be by lot), the Trustee shall select 2015 Bonds [pro rata among maturities] and by lot within a maturity. The portion of any 2015 Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and, in selecting portions of such 2015 Bonds for redemption, the Trustee shall treat each such Bond as

\* Preliminary, subject to change.

representing that number of 2015 Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. The Trustee shall promptly notify the School District in writing of the 2015 Bonds, or portions thereof, selected for redemption.

### **Notice of Redemption**

Notice of redemption, containing the information required by the Bond Indenture, will be given by the Trustee in the name of the School District at least 30 but not more than 60 days prior to the redemption date. The Bond Indenture requires that the notice of redemption (a) specify the serial numbers and the maturity date or dates of the Bonds selected for redemption, except that where all the 2015 Bonds subject to redemption, or all the Bonds of one maturity, are to be redeemed, the serial numbers thereof need not be specified; (b) state the date fixed for redemption and surrender of the Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds are to be surrendered for redemption; and (e) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice may state that redemption is contingent upon the availability of refunding bond proceeds. The redemption notice will further state that on the date fixed for redemption there shall become due and payable on each Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date and that from and after such date, interest thereon shall cease to accrue and be payable. The redemption notice shall also be forwarded to the MSRB as described in the Continuing Disclosure Agreement.

The actual receipt by the Owner of any 2015 Bond of notice of such redemption shall not be a condition precedent thereto, and neither the failure to receive such notice nor any defect therein will affect the validity of the proceedings for the redemption of such 2015 Bonds or the cessation of interest on the redemption date. From and after the redemption date, the 2015 Bonds, or portions thereof so designated for redemption, shall be deemed to be no longer outstanding and such 2015 Bonds or portions thereof will cease to bear further interest.

In addition, no Owner of any of the 2015 Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of the Bond Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

### **Registration of Exchange or Transfer**

Upon cessation of the book-entry system, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the corporate trust office of the Trustee, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee and duly executed by the Bondowner or his or her duly authorized attorney. 2015 Bonds may be exchanged at said corporate trust office of the Trustee for a like aggregate principal amount of 2015 Bonds of other authorized denominations of the same maturity. The Trustee will not collect from the Owner any charge for any new 2015 Bond issued upon any exchange or transfer but will require the Bondowner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any 2015 Bond shall be surrendered for registration of exchange or transfer, the School District shall execute and the Trustee shall authenticate and deliver a new 2015 Bond or 2015 Bonds of the same maturity, for a like aggregate principal amount. The Trustee shall not be required to register transfers or make exchanges of (i) 2015 Bonds for a period of 15 days next preceding the date of any selection of the 2015 Bonds to be redeemed, or (ii) any 2015 Bonds chosen for redemption.

### **Book-Entry and DTC**



The Depository Trust Company (“DTC”) will act as securities depository for the 2015 Bonds. The 2015 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the 2015 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX F – “Book-Entry System.”

## **SECURITY FOR THE 2015 BONDS**

### **General**

The 2015 Bonds are secured by a pledge of all of the Net Taxes of the Community Facilities District and all moneys deposited in the Interest Account, Principal Account, Redemption Account and Reserve Account of the Special Tax Fund. Pursuant to the Act and the Bond Indenture, the Community Facilities District will annually levy the Special Taxes on taxable property within the Community Facilities District in an amount required for the payment of principal of and interest on any outstanding 2015 Bonds of the Community Facilities District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Account for the 2015 Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year. The Net Taxes of the Community Facilities District and all moneys deposited into the accounts in said funds (until disbursed as provided in the Bond Indenture) are pledged to the payment of the principal of, and interest and any premium on, the 2015 Bonds as provided in the Bond Indenture and in the Act until all of the 2015 Bonds have been paid and retired or until moneys or Federal Securities (as defined in the Bond Indenture) have been set aside irrevocably for that purpose.

*The First Amended Rate and Method levies Special Taxes first on Residential Property and Commercial Property, second on Undeveloped Property proportionately up to the Assigned Annual Special Tax to satisfy the Minimum Annual Special Tax Requirement, and third on each Assessor’s Parcel of Residential Property and Commercial Property whose Maximum Annual Special Tax is the Backup Annual Special Tax proportionately up to the Backup Annual Special Tax to satisfy the Minimum Annual Special Tax Requirement. See “— Special Taxes” and “ – First Amended Rate and Method.”*

Notwithstanding any provision contained in the Bond Indenture to the contrary, Net Taxes deposited in the Administrative Expense Account and the Rebate Fund shall no longer be considered to be pledged to the 2015 Bonds and the Administrative Expense Account and the Rebate Fund shall not be construed as trust funds held for the benefit of the Bondowners. The Facilities constructed and acquired with the proceeds of the Prior Bonds are not in any way pledged to pay, or security for, the debt service on the 2015 Bonds. Any proceeds of condemnation or destruction of any facilities financed with the proceeds of the Prior Bonds are not pledged to pay the debt service on any 2015 Bonds and are free and clear of any lien or obligation imposed under the Bond Indenture.

### **Special Taxes**

The Community Facilities District has covenanted in the Bond Indenture, subject to the Maximum Annual Special Tax rates and the limitation imposed by Section 53321 of the Act as applied to the Community Facilities District, to levy the Special Tax in an amount sufficient, together with other amounts on deposit in the Special Tax Fund, to pay (1) the principal of and interest on the Bonds and any Parity Bonds when due, (2) the Administrative Expenses, and (3) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement. The Community Facilities District further covenants that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the Community Facilities District’s authority to levy the Special Tax for so long as the Bonds and any

Parity Bonds are Outstanding. The Community Facilities District also covenants to commence judicial foreclosure proceedings as set forth in the Bond Indenture.

The Special Taxes are payable and will be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and will have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property; provided the Community Facilities District may provide for direct collection of the Special Taxes in certain circumstances.

**The Special Tax levy is limited to the Maximum Annual Special Tax rates set forth in the First Amended Rate and Method and while the Special Tax is levied on Undeveloped Property, the levy of the Special Tax is limited to the Minimum Annual Special Tax Requirement. The Special Tax levy is also subject to the limitations of Section 53321 of the Act. No assurance can be given that, in the event of Special Tax delinquencies, the receipt of Special Taxes will, in fact, be collected in sufficient amounts in any given year to pay debt service on the 2015 Bonds.**

Although the Special Taxes, when levied, will constitute a lien on parcels subject to taxation within the Community Facilities District, it does not constitute a personal indebtedness of the owners of property within the Community Facilities District. There is no assurance that the owners of real property in the Community Facilities District will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. See "BONDOWNERS' RISKS" herein.

**NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SCHOOL DISTRICT, THE COMMUNITY FACILITIES DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN) OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2015 BONDS. EXCEPT FOR THE SPECIAL TAXES, NO OTHER TAXES ARE PLEDGED TO THE PAYMENT OF THE 2015 BONDS. THE 2015 BONDS ARE NOT A GENERAL OR SPECIAL OBLIGATION OF THE SCHOOL DISTRICT BUT ARE LIMITED OBLIGATIONS OF THE COMMUNITY FACILITIES DISTRICT PAYABLE SOLELY FROM CERTAIN AMOUNTS DEPOSITED BY THE COMMUNITY FACILITIES DISTRICT OR THE SPECIAL TAX FUND, AS MORE FULLY DESCRIBED HEREIN.**

### **First Amended Rate and Method**

*General.* On September 28, 2004, pursuant to the request of KFPLB Michelson Jamboree, LLC, the sole landowner at that time, the terms of the Mitigation Agreement and the provisions of the Act, the School District established Community Facilities District No. 2004-1. On June 28, 2005, pursuant to the request of Lennar KFPLB, LLC, the sole landowner at the time, the School District approved a resolution of consideration which reduced the maximum rates of the Special Tax and added authorized facilities. The Community Facilities District is authorized to issue bonded indebtedness and to levy special taxes to pay debt service on the 2015 Bonds and to fund school facilities, certain water and sewer improvements and certain fire suppression and protection facilities. Pursuant to such proceedings, the Special Tax may be levied and collected against all Taxable Property (as defined below) within the Community Facilities District for school, water and sewer facilities costs according to the First Amended Rate and Method, a copy of which is set forth in APPENDIX B – "First Amended Rate and Method of Apportionment for Community Facilities District No. 2004-1 of Santa Ana Unified School District."

The qualified electors of the Community Facilities District approved the original Rate and Method on September 28, 2004 and approved the First Amended Rate and Method of June 28, 2005. Capitalized terms used in the following paragraphs but not defined herein have the meanings given them in the First Amended Rate and Method.

*First Amended Rate and Method.* The First Amended Rate and Method provides the means by which the Board may annually levy the Special Taxes within the Community Facilities District up to the applicable Maximum Annual Special Tax, subject to the limitation imposed by Section 53321 of the Act as applied to the Community Facilities District. The 2015 Bonds are to be issued to refund the Prior Bonds, and the 2015 Bonds are secured by any Special Taxes levied pursuant to the First Amended Rate and Method net of amount applied to pay the Administrative Expense Requirement. The First Amended Rate and Method provides that the Annual Special Tax shall be levied for a period of 30 fiscal years after the last series of Bonds has been issued, provided that Annual Special Taxes shall not be levied after Fiscal Year 2045-46. A copy of the First Amended Rate and Method is included in APPENDIX B hereto.

*Minimum Annual Special Tax Requirement.* Annually, at the time of levying the Special Tax, the Board will levy the Special Tax on each Assessor's Parcel of Developed Property in an amount up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel. The Board will determine the amount of money to be collected from Taxable Property (the "Minimum Annual Special Tax Requirement"), which will be the amount required in any fiscal year to pay the following:

- (a) the debt service on all or the periodic costs and all outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds;
- (b) Administrative Expenses (as defined in the First Amended Rate and Method);
- (c) The costs associated with the release of funds from an escrow account;
- (d) any amount required to establish or replenish any reserve funds established in association with the Bonds;
- (e) any amounts required for construction of Additional School Facilities (as defined in the First Amended Rate and Method, up to \$75,000 per fiscal year); less
- (f) any amount available to pay debt service or other periodic costs on the Bonds pursuant to the Bond Indenture.

*Residential and Commercial Property; Undeveloped Property.* The First Amended Rate and Method declares that for each fiscal year, each Assessor's Parcel of Taxable Property shall be classified as Residential Property, Commercial Property or Undeveloped Property.

(i) "Residential Property" means all Assessor's Parcels of Taxable Property for which Residential Building Permits were issued on or before May 1 of the prior fiscal year, *provided* that such Assessor's Parcels were created on or before January 1 of the prior fiscal year and that each such Assessor's Parcel is associated with a Residential Lot, as determined reasonably by the Board.

(ii) "Commercial Property" means all Assessor's Parcels of Taxable Property for which Commercial Building Permits were issued on or before May 1 of the prior fiscal year provided that such Assessor's Parcels were created on or before January 1 of the prior fiscal year.

(iii) "Undeveloped Property" means all Assessors Parcels of Taxable Property that are not Residential Property or Commercial Property.

(iv) "Taxable Property" means all Assessor's Parcels that are not Exempt Property (as defined below) pursuant to the First Amended Rate and Method.

(v) "Exempt Property" is defined to include the following:

- (a) Assessor's Parcels owned by the State of California, federal or other local governments;
- (b) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization;
- (c) Assessor's Parcels used exclusively by a homeowner's association;
- (d) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement;
- (e) Assessor's Parcels on which an Affordable Unit is constructed and
- (f) Any other Assessor's Parcels at the reasonable discretion of the Board, provided that no such classification would reduce the sum of all Taxable Property to less than 1.68 acres of Acreage in Planning Area No. 1, 8.25 acres of Acreage in Planning Area No. 2, 4.63 acres of Acreage in Planning Area No. 3, 7.70 acres of Acreage in Planning Area No. 4 and 3.73 acres of Acreage in Planning Area No. 5 (as defined in the First Amended Rate and Method).

*Maximum Annual Special Tax.* The Maximum Annual Special Tax is defined in the First Amended Rate and Method as follows:

- (i) Undeveloped Property: The amount determined by the application of the Assigned Annual Special Tax. The Assigned Annual Special Tax for Undeveloped Property for Fiscal Year 2015-16 is as follows: (i) for Planning Area No. 1, \$105,962.41 per acre; (ii) for Planning Area No. 2, \$53,659.51 per acre; (iii) for Planning Area No. 3, \$29,401.72 per acre; (iv) for Planning Area No. 4, \$30,710.91 per acre; and (v) for Planning Area No. 5, \$9,540.37. Each July 1, the Assigned Annual Special Tax applicable to Undeveloped Property shall increase by 2% of the amount in effect in the prior fiscal year.
- (ii) Residential Property: The *greater* of (i) the Assigned Annual Special Tax or (ii) the Backup Annual Special Tax.

The Assigned Annual Special Tax for Residential Property in Fiscal Year 2015-16 ranges from \$658.13 to \$1,387.99 per Unit. The Assigned Annual Special Tax shall be increased by 2% of the amount in effect in the prior fiscal year. See APPENDIX B – “First Amended Rate and Method of Apportionment for Community Facilities District No. 2004-1 of Santa Ana Unified School District – Table 1” herein for a listing of the Assigned Annual Special Tax rates for various sizes of Units.

The “Backup Annual Special Tax” is calculated based on the number of Lots created by each Final Map recorded in the Community Facilities District (see “THE COMMUNITY FACILITIES DISTRICT – Property Ownership and Development”). While a Final Map within the Community Facilities District has been created, Builders may file condominium plans to identify the units being developed on a lot and the Backup Annual Special Tax for an Assessor's Parcel of Residential Property for any fiscal year cannot be determined for all Lots].

*Method of Apportionment.* The First Amended Rate and Method provides that the Board shall levy Annual Special Taxes as follows:

Step One: The Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property up to an amount equal to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

Step Two: If the sum of the amounts collected in Step One is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Undeveloped Property, up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

Step Three: If the sum of the amounts collected in Steps One and Two is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall additionally levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property, up to the Maximum Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

Notwithstanding the foregoing, under no circumstances will the Special Taxes levied against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than 10% per fiscal year as a consequence of delinquency or default by the owner of any other Assessor's Parcel.

*Prepayment of Annual Special Taxes.* The Annual Special Tax obligation of an Assessor's Parcel of Residential Property, or an Assessor's Parcel of Commercial Property, or an Assessor's Parcel of Undeveloped for which a Residential Building Permit or Commercial Building Permit has been issued may be prepaid in full and in certain cases in part, *provided* that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Annual Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined, based on the present value of the remaining Special Tax payments for such Assessor's Parcel. See APPENDIX B – "First Amended Rate and Method of Apportionment for Community Facilities District No. 2004-1 of Santa Ana Unified School District – Section G" herein.

## Special Tax Levy

Special Taxes were first levied in Fiscal Year 2007-08. Table 3A below presents the Fiscal Year 2014-15 Special Tax levy made in accordance with the Rate and Method and Table 3B presents the projected Fiscal Year 2015-16 Special Tax levy made in accordance with the Rate and Method:

**Table 3A**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Fiscal Year 2014-15 Tax Rates**

Unit Type	Tax Class	Building Square Footage	Number of Units/Acres <sup>(1)</sup>	Maximum Special Tax Rate	Assigned Annual Special Tax Rate	Total Assigned Annual Special Taxes	% of Special Tax Levy
<b>Developed Property</b>							
Market Rate	1	< 1,250	182 Units	\$645.23 per Unit	\$645.22 per Unit	\$117,430.04	18.95%
Market Rate	2	1,251 - 1,500	54 Units	\$809.44 per Unit	\$809.44 per Unit	43,709.76	7.05
Market Rate	3	1,501 - 1,750	115 Units	\$941.19 per Unit	\$941.18 per Unit	108,235.70	17.47
Market Rate	4	1,751 - 2,000	133 Units	\$1,150.99 per Unit	\$1,150.98 per Unit	153,080.34	24.70
Market Rate	5	> 2,000	123 Units	\$1,360.78 per Unit	\$1,360.78 per Unit	167,375.94	27.01
Affordable	A	NA	0 Units	NA	\$0.00 per Unit	0.00	0.00
Commercial Property	C	NA	0.00 SF	\$0.35	\$0.00 per SF	0.00	0.00
<i>Developed Property Subtotal</i>			607 <sup>(2)</sup>	NA	NA	\$589,831.78	95.18%
<b>Undeveloped Property</b>							
Planning Area No. 1			1.00 Acres	\$103,884.72 per Acre	\$6,587.33 per Acre	\$6,560.98	1.06%
Planning Area No. 2			4.44 Acres	52,607.36 per Acre	3,336.06 per Acre	14,812.10	2.39
Planning Area No. 3			3.91 Acres	28,825.22 per Acre	1,827.81 per Acre	7,143.07	1.15
Planning Area No. 4			0.00 Acres	30,108.74 per Acre	0.00 per Acre	0.00	0.00
Planning Area No. 5			2.27 Acres	9,353.31 per Acre	593.09 per Acre	1,343.36	0.22
<i>Undeveloped Property Subtotal</i>			11.61 Acres <sup>(3)</sup>		NA	29,862.05	4.82
<b>Total</b>						<b>\$619,691.28</b>	<b>100.00%</b>

<sup>(1)</sup> Based on building permits issued as of May 1, 2014.

<sup>(2)</sup> The 607 units include 175 units in the Marlowe project for which building permits were issued, but no construction occurred. The building permits have expired. 170 building permits related to Tax Class 1 and 5 building permits related to Tax Class 2.

<sup>(3)</sup> Acreage is rounded to the nearest hundredth.

Source: Dolinka Group, LLC.

**Table 3B**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Estimated Fiscal Year 2015-16 Tax Rates**

<u>Unit Type</u>	<u>Tax Class</u>	<u>Building Square Footage</u>	<u>Number of Units/Acres(1)</u>	<u>Maximum Special Tax Rate</u>	<u>Assigned Annual Special Tax Rate</u>	<u>Total Assigned Annual Special Taxes</u>	<u>% of Special Tax Levy</u>
<b>Developed Property</b>							
Market Rate	1	< 1,250	182 Units	\$658.13 per Unit	\$658.12 per Unit	\$119,777.84	19.89%
Market Rate	2	1,251 - 1,500	54 Units	\$825.63 per Unit	\$825.62 per Unit	44,583.48	7.41
Market Rate	3	1,501 - 1,750	113 Units	\$960.01 per Unit	\$960.00 per Unit	108,480.00	18.02
Market Rate	4	1,751 - 2,000	135 Units	\$1,174.01 per Unit	\$1,174.00 per Unit	158,490.00	26.32
Market Rate	5	> 2,000	123 Units	\$1,387.99 per Unit	\$1,387.98 per Unit	170,721.54	28.36
Affordable	A	NA	0 Units	NA	\$0.00 per Unit	0.00	0.00
Commercial Property	C	NA	0.00 SF	\$0.36	\$0.00 per SF	0.00	0.00
<i>Developed Property Subtotal</i>			<i>607<sup>(2)</sup></i>	<i>NA</i>	<i>NA</i>	<i>\$602,052.86</i>	<i>100.00%</i>
<b>Undeveloped Property</b>							
Planning Area No. 1			1.00 Acres	\$105,962.41 per Acre	\$0.00 per Acre	\$0.00	0.00%
Planning Area No. 2			4.44 Acres	53,659.51 per Acre	0.00 per Acre	0.00	0.00
Planning Area No. 3			3.91 Acres	29,401.72 per Acre	0.00 per Acre	0.00	0.00
Planning Area No. 4			0.00 Acres	30,710.91 per Acre	0.00 per Acre	0.00	0.00
Planning Area No. 5			2.27 Acres	9,540.37 per Acre	0.00 per Acre	0.00	0.00
<i>Undeveloped Property Subtotal</i>			<i>11.61 Acres<sup>(3)</sup></i>		<i>NA</i>	<i>0.005</i>	<i>0.00</i>
<b>Total<sup>(4)</sup></b>						<b>\$602,052.86</b>	<b>100.00%</b>

- (1) For Fiscal Year 2015-16, two (2) parcels have been re-classified from Tax Class 3 to 4 due to re-issuance of expired building permits.
- (2) The 607 units include 175 units in the Marlowe project for which building permits were issued, but no construction occurred. The building permits have expired. 170 building permits related to Tax Class 1 and 5 building permits related to Tax Class 2.
- (3) Acreage is rounded to the nearest hundredth.
- (4) Preliminary, subject to change.

*Source: Dolinka Group, LLC.*

As indicated above, under “ – First Amended Rate and Method,” the Community Facilities District levies on Residential Property in an amount equal to the Assigned Annual Special Tax . In the event the Community Facilities District were to levy Special Taxes on Residential Property at less than the Assigned Annual Special Tax, pursuant to Section 53321 of the Act and a resolution adopted by the Community Facilities District, under no circumstances will the Special Tax levied against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than 10%. For such purposes, a parcel will be considered used for private residential purposes not later than the date on which an occupancy permit for private residential use is issued.

### **Proceeds of Foreclosure Sales**

Pursuant to Section 53356.1 of the Act, in the event of any delinquency in the payment of the Special Tax, the Community Facilities District may order the institution of a Superior Court action to foreclose the

lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Under the provisions of the Act, such judicial foreclosure action is not mandatory.

Under the Bond Indenture, the Community Facilities District covenants for the benefit of the Owners of the 2015 Bonds that it (i) will commence judicial foreclosure proceedings against any single parcel with delinquent Special Taxes equal to or greater than the sum of at least four (4) installments of Special Taxes from the parcel by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied; and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; *provided, however*, that the Community Facilities District may elect to defer foreclosure proceedings on any parcel so long as the amount on deposit in the Reserve Account is at least equal to the Reserve Requirement.

It should be noted that any foreclosure proceedings commenced as described above could be stayed by the commencement of bankruptcy proceedings by or against the owner of the delinquent property. See “BONDOWNERS’ RISKS – Bankruptcy and Foreclosure Delay.”

*Limitation on Reduction of Maximum Special Taxes.* In the Bond Indenture, the Community Facilities District finds and determines that, historically, delinquencies in the payment of special taxes authorized pursuant to the Act in community facilities districts in Southern California have from time to time been at levels requiring the levy of special taxes at the maximum authorized rates in order to make timely payment of principal of and interest on the outstanding indebtedness of such community facilities districts. For this reason, the Community Facilities District determines that a reduction in the maximum Special Tax rates authorized to be levied on parcels in the Community Facilities District below the levels provided in the Bond Indenture would interfere with the timely retirement of the 2015 Bonds. The Community Facilities District determines it to be necessary in order to preserve the security for the 2015 Bonds to covenant, and, to the maximum extent that the law permits it to do so, the Community Facilities District does covenant, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the Community Facilities District, unless, in connection therewith, the Community Facilities District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that (i) such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the Community Facilities District to an amount which is less than the Administrative Expense Requirement plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds Outstanding as of the date of such proposed reduction; (ii) based on the current development plan for parcels within the Community Facilities District, do not reduce the maximum Special Taxes expected to be levied on Developed Property upon the buildout of such parcels in each year after buildout to an amount which is less than the Administrative Expense Requirement plus 110% of the Annual Debt Service due in each corresponding future Bond Year with respect to the Bonds Outstanding as of the date of such proposed reduction; and (iii) the Community Facilities District is not delinquent in the payment of the principal of or interest on the 2015 Bonds.

Notwithstanding the foregoing, the Community Facilities District may modify, alter or amend the First Amended Rate and Method of Apportionment in any manner so long as such changes do not reduce the maximum Special Taxes that may be levied in each year on [Residential Property and Commercial Property] (as defined in the First Amended Rate and Method of Apportionment) below the amounts which are necessary to pay Administrative Expenses and to provide Special Taxes in an amount equal to one hundred ten percent (110%) of Maximum Annual Debt Service on the Bonds Outstanding as of the date of such amendment.]

No assurances can be given that a judicial foreclosure action, once commenced, will be completed or that it will be completed in a timely manner. See “BONDOWNERS’ RISKS – Potential Delay and



Limitations in Foreclosure Proceedings.” If a judgment of foreclosure and order of sale is obtained, the judgment creditor (the Community Facilities District) must cause a Notice of Levy to be issued. Under current law, a judgment debtor (property owner) has 120 days from the date of service of the Notice of Levy and 20 days from the subsequent notice of sale in which to redeem the property to be sold. If a judgment debtor fails to so redeem and the property is sold, his only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such action, a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made. The constitutionality of the aforementioned legislation, which repeals the former one-year redemption period, has not been tested; and there can be no assurance that, if tested, such legislation will be upheld. Any parcel subject to foreclosure sale must be sold at the minimum bid price unless a lesser minimum bid price is authorized by the Owners of 75% of the principal amount of Bonds Outstanding.

**No assurances can be given that the real property subject to sale or foreclosure will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the School District or the Community Facilities District to purchase or otherwise acquire any lot or parcel of property offered for sale or subject to foreclosure if there is no other purchaser at such sale. The Act does specify that the Special Tax will have the same lien priority in the case of delinquency as for *ad valorem* property taxes.**

If the Reserve Account is depleted and delinquencies in the payment of Special Taxes exist, there could be a default or delay in payments to the Bondowners pending prosecution of foreclosure proceedings and receipt by the Community Facilities District of foreclosure sale proceeds, if any. However, within the limits of the First Amended Rate and Method and the Act, the Community Facilities District may adjust the Special Taxes levied on all property within the Community Facilities District in future fiscal years to provide an amount, taking into account such delinquencies, required to pay debt service on the 2015 Bonds and to replenish the Reserve Account. There is, however, no assurance that the maximum annual Special Tax rates within the limits of the First Amended Rate and Method and the Act will be at all times sufficient to pay the amounts required to be paid on the 2015 Bonds by the Bond Indenture.

Moreover, in the event of a delinquency in the payment of Special Taxes, no assurance can be given that the proceeds of any foreclosure sale of the property with delinquent Special Taxes would be sufficient to pay the delinquent Special Taxes. See the table in “ – Special Tax Collections,” below for historical Special Tax delinquencies within the Community Facilities District. See “BONDOWNERS’ RISKS.”

### **Special Tax Fund**

The Bond Indenture creates and establishes a Special Tax Fund (the “Special Tax Fund”) in which there is established and created an Administrative Expense Account, a Debt Service Account, a Redemption Account and a Reserve Account. The Community Facilities District shall, no later than the last day of each month during which the Special Taxes are apportioned to the Community Facilities District, transfer the Special Taxes to the Trustee. Except for Special Tax Prepayments, which shall be deposited to the Redemption Account of the Special Tax Fund, the Trustee shall, on each date on which the Special Taxes are received from the Community Facilities District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the Bond Indenture, in the following order of priority, to:

- (1) The Administrative Expense Account of the Special Tax Fund;
- (2) The Debt Service Account of the Special Tax Fund;

- (3) The Reserve Account of the Special Tax Fund;
- (4) The Rebate Fund; and
- (5) The Surplus Fund.

### **Debt Service Account**

The principal or Sinking Fund Payment of, and interest on, the 2015 Bonds until maturity shall be paid by the Trustee from amounts transferred to the Debt Service Account of the Special Tax Fund. For the purpose of assuring that the payment of principal or Sinking Fund Payment of, and interest on, the 2015 Bonds will be made when due, at least one Business Day prior to each Interest Payment Date, the Trustee shall make the following transfers to the Debt Service Account; *provided, however*, that to the extent that a transfer will be made from the Reserve Account to the Debt Service Account in accordance with the provisions relating to the redemption of 2015 Bonds, the transfer from the Special Tax Fund need not be made: an amount such that the balance in the Debt Service Account one (1) Business Day prior to each Interest Payment Date shall be equal to the installments of interest, principal and Sinking Fund Payments due on the Bonds and Parity Bonds on said Interest Payment Date. Moneys in the Debt Service Account shall be used for the payment of the interest, principal or Sinking Fund Payment of the Bonds and Parity Bonds as the same become due.

### **Reserve Account**

In order to further secure the payment of principal of and interest on the 2015 Bonds, certain proceeds of the 2015 Bonds will be deposited into the Reserve Account in an amount equal to the Reserve Requirement (see “ESTIMATED SOURCES AND USES OF FUNDS” herein). The Bond Indenture defines the Reserve Requirement with respect to the 2015 Bonds as that amount, as of any date of calculation, equal to the least of (i) 10% of the initial principal amount of the 2015 Bonds and Parity Bonds, if any, (ii) “Maximum Annual Debt Service” (as defined in the Bond Indenture) on the then Outstanding 2015 Bonds and Parity Bonds, if any, or (iii) 125% of average annual debt service on the then Outstanding 2015 Bonds and Parity Bonds, if any.

A draw on the Reserve Account could occur as a result of Special Tax delinquencies. However, the Special Tax levy on Residential Property or Commercial Property whose Maximum Annual Special Tax is the Backup Annual Special Tax, can be increased in order to replenish the Reserve Account subject to the limitations of Section 53321 of the Act with respect to Residential Property. See “SECURITY FOR THE 2015 BONDS – First Amended Rate and Method.”

If Special Taxes are prepaid and 2015 Bonds are to be redeemed with the proceeds of such prepayment, a proportionate amount in the Reserve Account (determined on the basis of the principal of Bonds to be redeemed and the original principal of the 2015 Bonds) will be applied to the redemption of the 2015 Bonds.

Moneys in the Reserve Account are to be used to pay debt service on the 2015 Bonds in the event that the moneys in the Debt Service Account are insufficient therefor or to principal and interest due on the final maturity of the 2015 Bonds and for the purpose of making any required deposits to the Rebate Fund. In no event shall amounts in the Reserve Account be used to pay fees or expenses of the Trustee or its counsel. See APPENDIX C – Summary of Certain Provisions of the Bond Indenture.”

Subject to the limits on the Maximum Annual Special Tax which may be levied within the Community Facilities District, the Community Facilities District has covenanted to levy Special Taxes in an amount that is anticipated to be sufficient, in light of the other intended uses of the Special Tax

proceeds, to maintain the balance in the Reserve Account at the Reserve Requirement while any 2015 Bonds are outstanding.

### **Administrative Expense Account**

The Trustee will receive the transfer of Special Taxes from the Community Facilities District from the Special Tax Fund and deposit in the Administrative Expense Account amounts to pay Administrative Expenses as described in the Bond Indenture.

**Pursuant to the Bond Indenture, moneys in the Administrative Expense Account will not be construed as a trust fund held for the benefit of the Owners of the 2015 Bonds and will not be available for the payment of debt service on the 2015 Bonds.**

### **Redemption Account**

After making the deposit to the Debt Service Account of the Special Tax Fund pursuant to the Bond Indenture and in accordance with the Community Facilities District's election to call 2015 Bonds for optional redemption, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal of and interest on the Bonds called for redemption, and the premiums, if any, payable; *provided, however*, that Net Taxes may be applied to optionally redeem Bonds or Parity Bonds only if immediately following such redemption the amount in the Reserve Account will equal the Reserve Requirement.

Special Tax Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to a Special Mandatory Redemption from Special Tax Prepayments to the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds to be redeemed with such Special Tax Prepayments.

Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming 2015 Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and surrender of such Bonds or Parity Bonds; *provided, however*, in lieu or partially in lieu of such call and redemption, upon receipt by the Trustee of written direction of the Community Facilities District to purchase Bonds or Parity Bonds as described in "THE 2015 Bonds – Redemption of Bonds – *Purchase of 2015 Bonds*" above.

### **Investment of Moneys in Funds**

Moneys in any fund or account created or established by the Bond Indenture and held by the Trustee will be invested by the Trustee in Authorized Investments (as defined below or in the Bond Indenture), as directed by an Authorized Officer, that mature prior to the date on which such moneys are required to be paid out under the Bond Indenture. See APPENDIX C – "Summary of Certain Provisions of the Bond Indenture" for a definition of "Authorized Investments."

### **Payment of Rebate Obligation**

The Community Facilities District is required to calculate excess investment earnings in accordance with the requirements set forth in the Bond Indenture. If necessary, the Community Facilities District may use amounts in the Reserve Account, amounts on deposit in the Administrative Expense Account and other funds available to the Community Facilities to satisfy rebate obligations.

## **Payment of Rebate Obligation**

The Community Facilities District agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final treasury regulations as may be applicable to the Bonds from time to time, which the Community Facilities District covenants to pay or cause to be paid to the United States at the times and in the amounts determined under the Tax Certificate.

## **Parity Bonds for Refunding Purposes Only**

Bonds issued on a parity with the 2015 Bonds may only be issued for the purpose of refunding all or a portion of the Bonds or any Parity Bonds then Outstanding. See APPENDIX C – “Summary of Certain Provisions of the Bond Indenture.” The Community Facilities District may issue bonds, or other obligations, payable from Net Taxes which are subordinate to the 2015 Bonds.

## **Special Taxes Are Within Teeter Plan**

In 1949, the California Legislature enacted an alternative method for the distribution of secured property taxes to local agencies. This method, known as the Teeter Plan, is now set forth in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as “bank” and certain other public agencies and taxing areas located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While a county benefits from the penalties associated with these delinquent taxes when they are paid, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. The Board of Supervisors of the County adopted the Teeter Plan on June 29, 1993 and has elected to include in its Teeter Plan assessments levied in certain assessment districts, including the Community Facilities District, on the secured roll.

Once adopted, a county’s Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, opt to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. See “BONDOWNERS’ RISKS – Teeter Plan Termination.” The County has never discontinued the Teeter Plan with respect to any levying agency.

In connection with the issuance of \$155,000,000 Orange County Special Financing Authority Teeter Plan Revenue Bonds, Series A through E (the “Teeter Bonds”), the County covenanted not to discontinue its participation in the Teeter Plan or, to the extent permitted by law, permit any taxing agency to discontinue its participation in the Teeter Plan, (a) at any time prior to the later of (i) the Scheduled Expiration Date (as defined in the Sales and Servicing Agreement executed and delivered in connection with the Teeter Bonds issuance), as such date may be extended in accordance with the Sales and Servicing Agreement, and (ii) the date upon which all Obligations (as defined in the Teeter Bond Indenture) owed to the Bank (as defined by the Teeter Bonds Sales and Servicing Agreement) shall have been satisfied in full and the Credit Facility (as defined by the Teeter Bonds Sales and Servicing

Agreement) shall have expired, or (b) unless such discontinuance is required by applicable law. The foregoing covenant is not made for the benefit of the Owners of the 2015 Bonds and the Owners of the 2015 Bonds have no rights to enforce such covenant of the County.

Upon making a Teeter Plan election, a county must initially provide a participating local agency with 95% of the estimated amount of the then accumulated tax delinquencies (excluding penalties) for that agency. In the case of the initial year distribution of taxes and assessments (if a county has elected to include assessments), 100% of the tax and assessment delinquencies (excluding penalties) are to be apportioned to the participating local agency which levied the tax or assessment. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a pro rata adjustment for the amount of the change is made on the records of the treasurer and auditor of the county. Such adjustment for a decrease in the tax or assessment is treated by the County as an interest-free offset against future advances of tax levies under the Teeter Plan.

To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, the County's Teeter Plan may help protect the Owners of the 2015 Bonds from the risk of delinquencies in Special Taxes.

## **THE COMMUNITY FACILITIES DISTRICT**

### **General Information**

The Community Facilities District was established in accordance with the Act and constitutes a legally constituted governmental entity separate and apart from the School District. The Community Facilities District is located in the City of Irvine at the northwest corner of Michelson Drive and Jamboree Road, south of the I-405 Freeway and is part of the 3,350 acre Irvine Business Complex. The Community Facilities District is comprised of approximately 49.44 gross acres of contiguous property (including the Astoria apartment towers for which Special Taxes were prepaid and the 175 Marlowe units for which building permits have expired), of which approximately 25.75 acres are anticipated to be subject to the Special Tax. The Community Facilities District is expected to include at build-out 1,275 residential units, as well as approximately 26,700 square feet of retail space planned to be developed in conjunction with the Renwick replacement product which also will be subject to the Special Tax.

The 1,275 residential units are expected to reflect a variety of products, including two Astoria apartment towers, all of which are considered high density development. Specifically, the residential products in the Community Facilities District are identified as follows:

**Table 4**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Summary of Completed and Projected Residential Development**  
**As of March 1, 2015**

<u>Product Name</u>	<u>Description</u>	<u>Number of Units Constructed</u>	<u>Estimated Number of Future Units Planned</u>	<u>Estimated Square Footage</u>	<u>Ownership as of March 31, 2015</u>
Maxfield	Townhomes	36		1,208-1,891	All conveyed to homeowners
The Lennox	Flats	72		1,569-2,503	All conveyed to homeowners
Granville	Villas/Lofts	27		1,546-1,878	All conveyed to homeowners
Chelsea	Townhomes	34		1,702-2,389	All conveyed to homeowners
The Belvedere	Flats	87		1,270-2,025	All conveyed to homeowners
Madison	Townhomes	81		1,332-1,920	All conveyed to homeowners
Manhattans	Townhomes	64		1,825-2,349	49 conveyed to homeowners, 15 owned by Lennar Homes <sup>(1)</sup>
Soho	Townhomes	31		1,538-1,818	All conveyed to homeowners
Astoria	Apartment towers	240 <sup>(2)</sup>		1,119-3,185	Owned by Astoria Central Park West, Inc. <sup>(2)</sup>
Marlowe Replacement	Flats located in two four-story buildings		176	708-1,137	CPWH LLC <sup>(3)</sup>
New Townhomes and Flats	Townhomes and flats located in four-story buildings		120	974-2,045	CPWH LLC
New Single Family Product	Paired Townhomes		22	1,998-2,426	CPWH LLC
Renwick Replacement	Flats <sup>(4)</sup>		285	784-1,423	CPWH LLC
Total		<u>672</u>	<u>603</u>		

<sup>(1)</sup> Since March 31, 2015, the 15 homes have been sold and closed escrow to individual owners.

<sup>(2)</sup> Astoria Central Park West, Inc. is a single purpose entity owned by the Florida State Board of Administration, which has purchased the property on behalf of one or more state pension and retirement funds. Prior to the acquisition by Astoria Central Park West, Inc. of the Astoria apartment towers, the Special Taxes were prepaid.

<sup>(3)</sup> The initially proposed Marlowe project consisted of 175 units, and building permits were issued for each of those units, but no construction occurred and the building permits have expired. Special Taxes are levied with respect to the 175 expired permits, 170 building permits are in Tax Class 1 and 5 building permits are in Tax Class 2. The Marlowe replacement project consists of a different mix of proposed units, and is located in a different configuration on a portion of the originally proposed property and other property.

<sup>(4)</sup> Non-residential uses, not included in Table 4, include approximately 26,700 square feet of retail space planned to be developed, which also will be subject to the Special Tax.

Source: CPWH LLC.

### Summary of District Proceedings

The 2015 Bonds are issued pursuant to the Act and the Bond Indenture. In addition, as required by the Act, the Board of the School District has taken the following actions with respect to establishing the Community Facilities District and authorizing issuance of the 2015 Bonds:

*Resolutions of Intention:* On August 24, 2004, the Board adopted Resolution No. 04/05-2576 stating its intention to establish the Community Facilities District and to authorize the levy of a special tax therein, and on the same day the Board adopted Resolution No. 04/05-2575 stating its intention to incur bonded indebtedness in an amount not to exceed \$16,000,000 within the Community Facilities District for the purpose of financing the cost of certain public improvements.

*Resolution of Formation:* On September 28, 2004 subsequent to the conclusion of a noticed public hearing, the Board adopted Resolution No. 04/05-2580 (the “Resolution of Formation”), which established the Community Facilities District, authorized the levy of a special tax within the Community Facilities District and called a consolidated election by the landowners for the same date on the issues of the levy of the Special Tax, the incurring of bonded indebtedness and the establishment of an appropriations limit.

*Resolution of Necessity:* On September 28, 2004, the Board adopted Resolution No. 04/05-2581 declaring the necessity to incur bonded indebtedness in an amount not to exceed \$16,000,000 within the Community Facilities District and submitting that proposition to the qualified electors of the Community Facilities District.

*Landowner Election and Declaration of Results:* On September 28, 2004, an election was held within the Community Facilities District in which the landowners eligible to vote, being the qualified electors within the Community Facilities District, unanimously waived all time limits for holding the election and ballot arguments, and approved a ballot proposition authorizing the issuance of up to \$16,000,000 in bonds to finance the costs of the Improvements, the levy of a special tax and the establishment of an appropriations limit for the Community Facilities District. On September 28, 2004, the Board adopted Resolution No. 04/05-2582 pursuant to which the Board approved the canvass of the votes and declared the Community Facilities District to be fully formed with the authority to levy the Special Taxes, to incur the bonded indebtedness and to have the established appropriations limit.

*Special Tax Lien and Levy:* A Notice of Special Tax Lien was recorded in the real property records of Orange County on September 30, 2004 as Document No. 2004000879162.

*Ordinance Levying Special Taxes:* On September 28, 2004, the Board adopted a Resolution and Ordinance levying the Special Tax within the Community Facilities District.

*Resolution of Consideration:* On May 24, 2005, the Board adopted Resolution No. 04/05-2611 (the “Resolution of Consideration”), which added facilities eligible to be funded by the Community Facilities District, reduced the maximum annual Special Tax which may be levied under the First Amended Rate and Method and established a date for a public hearing of June 28, 2005.

*Resolution of Change:* On June 28, 2005, the Board adopted Resolution No. 04/05-2612 approving a change in the authorized facilities, the OCFA JCFA and a reduction in the maximum annual Special Tax and calling an election by the landowners for the same date on the issues of the authorized facilities and the maximum annual Special Tax.

*Landowner Election and Declaration of Results:* On June 28, 2004, an election was held within the Community Facilities District in which the landowners eligible to vote, being the qualified electors within the Community Facilities District, unanimously waived all time limits for holding the election and ballot arguments, and approved a ballot proposition authorizing the addition of facilities and the reduction in the maximum annual Special Tax. On June 28, 2005, the Board adopted Resolution No. 04/05-2613, pursuant to which the Board approved the canvass of the votes and declared the change proceedings approved.

*Special Tax Lien and Levy:* A First Amended Notice of Special Tax Lien was recorded in the real property records of Orange County on July 13, 2005 as Document No. 2005000541293.

*Resolution Authorizing Issuance of the 2015 Bonds:* On June [\_\_\_], 2015, the Board adopted Resolution No. 14/15-\_\_\_ approving issuance of the 2015 Bonds.

## **Assessed Values**

Based on the County's Fiscal Year 2014-15 assessor's roll, the estimated aggregate assessed value of taxable property in the Community Facilities District is \$425,262,194. The Fiscal Year 2014-15 Special Tax levy billed to the properties within the Community Facilities District which were entered on the Assessment Roll of the County equaled \$619,691.28. Set forth in Table 3 above in "SECURITY FOR THE 2015 BONDS – Special Tax Levy" is a summary of Fiscal Year 2014-15 taxes, charges and assessments in the Community Facilities District by tax classes of the First Amended Rate and Method.



Set forth below in Table 5 is the Fiscal Year 2014-15 assessed value by tax classes of the First Amended Rate and Method.

**Table 5**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Fiscal Year 2014-15 Assessed Value Summary**

Tax Class (Land Use)	Units / Parcels	Assessed Value, Land	Assessed Value Improvement	Assessed Value, Total <sup>(1)</sup>
<b>Improved</b>				
Tax Class 1 (< 1,250)	12	\$2,426,033.00	\$2,140,753.00	\$4,566,786.00
Tax Class 2 (1,250 - 1,500)	39	\$7,728,930.00	\$7,643,782.00	\$15,372,712.00
Tax Class 3 (1,501 - 1,750)	115	\$33,372,476.60	\$28,254,717.67	\$61,627,194.27
Tax Class 4 (1,751 - 2,000)	111	\$30,974,799.60	\$28,812,954.67	\$59,787,754.27
Tax Class 5 (> 2,000)	110	\$35,750,351.80	\$35,501,718.67	\$71,252,070.47
<b>Subtotal Improved</b>	<b>387</b>	<b>\$110,252,591.00</b>	<b>\$102,353,926.00</b>	<b>\$212,606,517.00</b>
<b>Unimproved</b>				
Tax Class 1 (< 1,250)	170 <sup>(2)</sup>	\$9,923,034.60	\$0.00	\$9,923,034.60
Tax Class 2 (1,250 - 1,500)	15 <sup>(2)</sup>	\$1,888,231.96	\$0.00	\$1,888,231.96
Tax Class 3 (1,501 - 1,750)	0	\$0.00	\$0.00	\$0.00
Tax Class 4 (1,751 - 2,000)	22 <sup>(3)</sup>	\$3,144,255.20	\$0.00	\$3,144,255.20
Tax Class 5 (> 2,000)	13 <sup>(3)</sup>	\$3,768,547.80	\$0.00	\$3,768,547.80
Tax Class U_1 (Undeveloped,PA1)	1	\$326,426.00	\$0.00	\$326,426.00
Tax Class U_2 (Undeveloped,PA2)	191	\$11,182,296.78	\$0.00	\$11,182,296.78
Tax Class U_3 (Undeveloped,PA3)	213	\$22,084,232.66	\$0.00	\$22,084,232.66
Tax Class U_4 (Undeveloped,PA4)	0	\$0.00	\$0.00	\$0.00
Tax Class U_5 (Undeveloped,PA5)	67	\$13,838,634.00	\$0.00	\$13,838,634.00
<b>Subtotal Unimproved</b>	<b>692</b>	<b>\$66,155,659.00</b>	<b>\$0.00</b>	<b>\$66,155,659.00</b>
<b>Subtotal Taxable</b>	<b>1,079</b>	<b>\$176,408,250.00</b>	<b>\$102,353,926.00</b>	<b>\$278,762,176.00</b>
Exempt Property	37	\$0.00	\$0.00	\$0.00
Prepaid Property	240	\$46,978,171.00	\$99,521,847.00	\$146,500,018.00
<b>Total</b>	<b>1,356</b>	<b>\$223,386,421.00</b>	<b>\$201,875,773.00</b>	<b>\$425,262,194.00</b>

<sup>(1)</sup> Total Assessed Value as reported on the Fiscal Year 2014-15 equalized tax roll of the County of Orange.

<sup>(2)</sup> The initially proposed Marlowe project consisted of 175 proposed units for which building permits were issued, but no construction occurred. The building permits have expired. 170 of the building permits are categorized within Tax Class 1 and 5 building permits are categorized within Tax Class 2.

<sup>(3)</sup> Construction of the 22 units in Tax Class 3 and the 15 units in Tax Class 4 has been completed and the homes have been sold to individual owners. The Fiscal Year 2015-16 assessed values will include the improvement value.

Source: Dolinka Group, LLC.

Set forth below in Table 6 are the historical assessed values for Fiscal Year 2010-11 through Fiscal Year 2014-15.

**Table 6**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Historical Assessed Values**

Year <sup>(1)</sup>	Taxable Assessed Value, All Parcels	% Change	Assessed Value			Units / Parcels			Total Units
			AV on Improved Developed Property	AV on Unimproved Developed Property	AV on Undeveloped Property	Improved Developed Property	Unimproved Developed Property	Undeveloped Property	
2010-11	\$513,503,548.00	NA	\$307,681,206.00	\$21,196,038.00	\$184,626,304.00	501	190	628	1,319
2011-10	353,965,909.00	-31.07%	265,344,873.00	13,912,776.31	74,708,259.68	496	195	628	1,319
2012-13	364,165,886.00	2.88%	273,772,440.00	14,191,030.23	76,202,415.77	496	195	628	1,319
2013-14	369,864,437.00	1.56%	283,891,324.00	24,982,968.93	60,990,144.07	496	266	557	1,319
2014-15 <sup>(2)</sup>	425,262,194.00	14.98%	359,106,535.00	18,724,069.56	47,431,589.44	627	220	472	1,319

<sup>(1)</sup> Total Assessed Value as reported on the respective Fiscal Years' equalized tax roll of the County of Orange.

<sup>(2)</sup> Includes 240 parcels which prepaid their Special Tax on Fiscal Year 2014/2015. On Fiscal Year 2014/2015, there are a total of 1,079 taxed parcels with Assessed Value of \$278,762,176.

Source: Dolinka Group, LLC.

## Major Taxpayers

The major taxpayers, their respective share of the Special Tax obligation for Fiscal Year 2015-16 and the assessed value of their property are shown in the table below.

**Table 7**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Owners of Taxable Property as of June 1, 2015<sup>(1)</sup>**  
**Allocation of Special Tax Levy and Assessed Value**  
**Based on Estimated Fiscal Year 2015-16 Special Tax Levy**

<u>Major Taxpayer</u>	<u>No. of Units</u>	<u>Special Tax Levy</u>		<u>Assessed Value</u>	
		<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>
<i>Developed Property</i>					
Individual Owners	432	\$486,047.12	80.73%	\$221,115,698.00	79.32%
Lennar Central Park LLC	<u>175</u>	<u>116,009.29</u>	<u>19.27</u>	<u>10,214,888.56</u>	<u>3.66</u>
<b>Subtotal, Developed Property</b>	<b>607</b>	<b>\$602,056.41</b>	<b>100.00%</b>	<b>\$231,330,586.56</b>	<b>82.98%</b>
<i>Undeveloped Property</i>					
Central Park West	67	\$0.00	0.00%	\$16,258,796.95	5.83%
Lennar Central Park LLC	<u>405</u>	<u>0.00</u>	<u>0.00</u>	<u>31,172,792.49</u>	<u>11.18</u>
<b>Subtotal, Undeveloped Property</b>	<b>472</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$47,431,589.44</b>	<b>17.02%</b>
<b>Total</b>	<b>1,079</b>	<b>\$602,056.41</b>	<b>100.00%</b>	<b>\$278,762,176.00</b>	<b>100.00%</b>

<sup>(1)</sup> This table does not include the 240 prepaid parcels owned by Astoria Central Park West, with an assessed value of \$146,500,018.

Source: Dolinka Group, LLC.

## Coverage

Under the Rate and Method, the Community Facilities District may levy for the Minimum Annual Special Tax Requirement which is defined in the Rate and Method as the amount required in any fiscal year to pay: (i) the debt service or the periodic costs on all outstanding 2015 Bonds, including, but not limited to, credit enhancement and rebate payments on the 2015 Bonds, (ii) Administrative Expenses of Community Facilities District No. 2004-1, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds (or account thereof) established in association with the 2015 Bonds, and (v) any amounts required for construction of Additional School Facilities (as defined in the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2004-1 by and between the School District and KFPLB Michelson Jamboree LLC, a California limited liability company, dated April 1, 2005 (the “Mitigation Agreement”), less (vi) any amount available to pay debt service or other periodic costs on the 2015 Bonds pursuant to the Bond Indenture. The Community Facilities District under the Mitigation Agreement while Special Taxes were levied on Undeveloped Property levied \$75,000 for Additional School Facilities. For Fiscal Year 2015-16, the estimated levy at the projected debt service coverage based on building permits issued as of May 1, 2015 and Undeveloped Property as of May 1, 2015 is set forth in Table 8 below. Coverage will change as building permits are issued and Undeveloped Property is classified as Developed Property. See “SECURITY FOR THE 2015 BONDS – First Amended Rate and Method – *Method of Apportionment*” and “ – Special Tax Levy,” “THE COMMUNITY FACILITIES DISTRICT – Special Tax Collections” and “BONDOWNERS’ RISKS – Insufficiency of the Special Tax.”

**Table 8**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Special Tax Revenue Projection and Debt Service Coverage**

<b>Maturity Date (September 1)</b>	<b>Special Tax Levy, Developed Property<sup>(1)</sup></b>	<b>Special Tax Levy/ Maximum Special Tax Levy, Undeveloped Property<sup>(2)</sup></b>	<b>Total Special Taxes</b>	<b>Administrative Expense Budget</b>	<b>Additional School Facilities Budget</b>	<b>Net Taxes after Additional School Facilities Budget</b>	<b>Total Debt Service*</b>	<b>Coverage Prior to Payment of Additional School Facilities Budget</b>	<b>Coverage After Payment of Additional School Facilities Budget</b>
2015	\$589,831.78	\$29,862.05	\$619,693.83	\$47,801.15	\$75,000.00	\$496,892.68	\$499,107.02	114.58%	99.56%
2016	601,628.42	0.00	601,628.42	50,000.00	75,000.00	476,628.42	452,506.00	121.91	105.33
2017	613,660.98	0.00	613,660.98	51,000.00	75,000.00	487,660.98	458,506.00	122.72	106.36
2018	625,934.20	0.00	625,934.20	52,020.00	75,000.00	498,914.20	469,306.00	122.29	106.31
2019	638,452.89	0.00	638,452.89	53,060.40	75,000.00	510,392.49	474,806.00	123.29	107.49
2020	651,221.95	0.00	651,221.95	54,121.61	75,000.00	522,100.34	485,106.00	123.09	107.63
2021	664,246.38	0.00	664,246.38	55,204.04	75,000.00	534,042.34	494,206.00	123.24	108.06
2022	677,531.31	0.00	677,531.31	56,308.12	75,000.00	546,223.19	507,395.50	122.43	107.65
2023	691,081.94	0.00	691,081.94	57,434.28	75,000.00	558,647.65	514,415.50	123.18	108.60
2024	704,903.58	0.00	704,903.58	58,582.97	75,000.00	571,320.61	530,445.50	121.84	107.71
2025	719,001.65	0.00	719,001.65	59,754.63	75,000.00	584,247.02	535,208.00	123.18	109.16
2026	733,381.68	0.00	733,381.68	60,949.72	75,000.00	597,431.96	549,022.00	122.48	108.82
2027	748,049.32	0.00	748,049.32	62,168.72	75,000.00	610,880.60	561,648.50	122.12	108.77
2028	763,010.30	0.00	763,010.30	63,412.09	75,000.00	624,598.21	568,037.50	123.16	109.96
2029	778,270.51	0.00	778,270.51	64,680.33	75,000.00	638,590.18	578,277.50	123.40	110.43
2030	793,835.92	0.00	793,835.92	65,973.94	75,000.00	652,861.98	597,356.50	121.85	109.29
2031	809,712.64	0.00	809,712.64	67,293.42	75,000.00	667,419.22	604,872.50	122.74	110.34
2032	825,906.89	0.00	825,906.89	68,639.29	75,000.00	682,267.60	621,211.00	121.90	109.83
2033	842,425.03	0.00	842,425.03	70,012.07	75,000.00	697,412.96	630,329.00	122.54	110.64
2034	859,273.53	0.00	859,273.53	71,412.31	75,000.00	712,861.21	643,265.00	122.48	110.82
2035	876,459.00	0.00	876,459.00	72,840.56	75,000.00	728,618.44	654,822.00	122.72	111.27%

<sup>(1)</sup> Based on building permits issued on or before May 1, 2015. May include excess Special Taxes from prior year. Pursuant to the Rate and Method of Apportionment, any excess Special Taxes collected from the prior year shall be included in the calculation of Minimum Annual Special Tax Requirement of the following year.

<sup>(2)</sup> Assumes that no Undeveloped Property will be levied beginning Fiscal Year 2015-16.

\* Preliminary, subject to change.

Source: Dolinka Group, LLC.

## **Concentration of Special Tax Obligation**

As of June 15, 2015, the Taxable Property in the Community Facilities District is owned by individual homeowners and several major property owners, some of which major property owners are affiliated with each other. See Table 7 in “THE COMMUNITY FACILITIES DISTRICT – Major Taxpayers” and Tables 14 and 15 in “THE COMMUNITY FACILITIES DISTRICT – Property Ownership and Development.” Numerous future delinquencies by the owners of Taxable Property in the Community Facilities District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax revenues necessary to pay debt service on the 2015 Bonds, which could in turn result in the depletion of the Reserve Account, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the 2015 Bonds. See “SECURITY FOR THE 2015 BONDS – Reserve Account,” and “THE COMMUNITY FACILITIES DISTRICT – Special Tax Collections.”

## **Direct and Overlapping Debt**

Table 9 below, which sets forth the existing authorized indebtedness payable from taxes and assessments that may be levied within the Community Facilities District, was prepared by National Tax Data, Inc. and is based on taxes levied for Fiscal Year 2014-15 (the “Debt Report”) prepared April 17, 2015. The Debt Report is included for general information purposes only. In certain cases, the percentages of debt calculations are based on assessed values, which will change significantly as sales occur and assessed values increase to reflect housing values. The Community Facilities District believes the information is current as of its date, but makes no representation as to its completeness or accuracy. Other public agencies, such as the City of Irvine, may issue additional indebtedness at any time, without the consent or approval of the Community Facilities District or the School District. See “ – Overlapping Assessment and Community Facilities Districts” below.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the Community Facilities District in whole or in part. Such long term obligations generally are not payable from property taxes, assessment or special taxes on land in the Community Facilities District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. Additional indebtedness could be authorized by the Community Facilities District, the City of Irvine or other public agencies at any time. A description of the City of Irvine Community Facilities District No. 2004-1 which is authorized to finance, via the issuance of bonds, infrastructure improvements and eligible impact fees attributable to the property within the Community Facilities District is set forth below in “ – Overlapping Assessment and Community Facilities Districts.”

The Community Facilities District has not undertaken to commission annual appraisals of the market value of property in the Community Facilities District for purposes of its Annual Reports pursuant to the Continuing Disclosure Agreement and information regarding property values for purposes of a direct and overlapping debt analysis which may be contained in such reports will be based on assessed values as determined by the County Assessor. See APPENDIX D hereto for the form of the Community Facilities District’s Continuing Disclosure Agreement.

**Table 9**  
**Community Facilities District No. 2004-1**  
**(Central Park Project)**  
**2015 Special Tax Refunding Bonds**  
**Detailed Direct and Overlapping Debt**

<b>I. Assessed Value</b>							
2014-2015 Secured Roll Assessed Value							<b>\$425,262,194</b>
<b>II. Secured Property Taxes</b>							
<b>Description on Tax Bill</b>	<b>Type</b>	<b>Total Parcels</b>	<b>Total Levy</b>	<b>% Applicable</b>	<b>Parcels</b>	<b>Levy</b>	
Basic 1% Levy	PROPI3	843,845	\$4,472,368,692.49	0.09495%	631	\$4,246,488.27	
City of Irvine CFD No. 2004-1	CFD	620	1,504,887.00	100.00000	620	1,504,887.00	
City of Irvine Landscape Lighting District No. 1	LLMD	61,524	6,400,391.20	0.01036	632	663.02	
Metropolitan Water Dist of Southern California Debt Service	GOB	550,008	10,454,303.76	0.14217	631	14,862.96	
Metropolitan Water Dist of Southern California Water Standby Charge	WSTANDBY	549,790	6,366,592.48	0.10149	632	6,461.62	
Orange County Sanitation District Sewer User Fee	SEWER	41,570	26,762,083.58	0.14169	120	37,920.00	
Orange County Vector Control Assessment	VECTOR	781,734	1,532,270.44	0.02721	631	416.86	
Orange County Vector Control Mosquito & Fire Ant Assessment	VECTOR	781,679	4,148,480.71	0.04565	631	1,893.72	
Rancho Santiago Community College Dist GOB 2002, 2012 Refunding	GOB	123,234	2,084,225.16	0.72329	631	15,074.97	
Rancho Santiago Community College Dist GOB 2002, Series A	GOB	123,234	8,113,440.87	0.72332	631	58,686.21	
Rancho Santiago Community College Dist GOB 2002, Series B	GOB	123,234	2,959,011.05	0.72330	631	21,402.61	
Rancho Santiago Community College Dist GOB 2002, Series C	GOB	123,234	3,739,836.77	0.72330	631	27,050.11	
Rancho Santiago Community College Dist SFID No. 1, Series A	GOB	62,733	6,503,011.80	1.43654	631	93,418.64	
Santa Ana Unified School District CFD No. 2004-1	CFD	663	610,829.12	100.00000	388	610,829.12	
Santa Ana Unified School District GOB 1999, 2009 Refunding	GOB	43,992	3,085,638.33	1.79183	631	55,289.39	
Santa Ana Unified School District GOB 1999, 2010 Refunding	GOB	43,992	1,339,003.42	1.79184	631	23,992.78	
Santa Ana Unified School District GOB 1999, Series 2002A	GOB	43,992	692,018.44	1.79180	631	12,399.56	
Santa Ana Unified School District GOB 2008, Series 2002B	GOB	43,992	2,960,024.78	1.79182	631	53,038.39	
Santa Ana Unified School District GOB 2008, Series A	GOB	43,992	5,062,113.28	1.79184	631	90,704.89	
Santa Ana Unified School District GOB 2008, Series B	GOB	43,992	2,365.71	1.81299	631	42.89	
Santa Ana Unified School District GOB 2008, Series C	GOB	43,992	1,130,450.90	1.79184	631	20,255.89	
Santa Ana Unified School District GOB 2008, Series D	GOB	43,992	1,137,561.58	1.79177	631	20,382.49	
Santa Ana Unified School District GOB 2008, Series E	GOB	43,992	734,674.85	1.79183	631	13,164.15	
Santa Ana Unified School District GOB 2008, Series F	GOB	43,992	135,084.74	1.79169	631	2,420.30	
<b>2014-2015 TOTAL PROPERTY TAX LIABILITY</b>						<b>\$6,931,745.84</b>	
<b>TOTAL PROPERTY TAX LIABILITY AS A PERCENTAGE OF 2014-2015 ASSESSED VALUATION</b>						<b>1.63%</b>	
<b>III. Land Secured Bond Indebtedness</b>							
<b>Outstanding Direct and Overlapping Bonded Debt</b>	<b>Type</b>	<b>Issued</b>	<b>Outstanding</b>	<b>% Applicable</b>	<b>Parcels</b>	<b>Amount</b>	
Santa Ana Unified School District CFD No. 2004-1	CFD	\$11,785,000	\$7,660,000	100.00000%	388	\$7,660,000	
<b>TOTAL LAND SECURED BOND INDEBTEDNESS <sup>(1)</sup></b>						<b>\$7,660,000</b>	
<b>TOTAL OUTSTANDING LAND SECURED BOND INDEBTEDNESS <sup>(1)</sup></b>						<b>\$7,660,000</b>	
<b>IV. General Obligation Bond Indebtedness</b>							
<b>Outstanding Direct and Overlapping Bonded Debt</b>	<b>Type</b>	<b>Issued</b>	<b>Outstanding</b>	<b>% Applicable</b>	<b>Parcels</b>	<b>Amount</b>	
Metropolitan Water District of Southern California GOB 1966	GOB	\$850,000,000	\$115,210,000	0.01837%	631	\$21,164	
Rancho Santiago Community College District GOB 2002	GOB	336,999,195	293,654,739	0.71886	631	2,110,963	
Rancho Santiago Community College District SFID 1	GOB	70,585,000	70,585,000	0.71886	631	507,406	
Santa Ana Unified School District GOB 1999	GOB	145,148,156	91,728,129	1.78440	631	1,636,793	
Santa Ana Unified School District GOB 2008	GOB	199,999,981	190,489,981	1.78440	631	3,399,096	
<b>TOTAL GENERAL OBLIGATION BOND INDEBTEDNESS <sup>(1)</sup></b>						<b>\$7,675,423</b>	
<b>TOTAL OUTSTANDING GENERAL OBLIGATION BOND INDEBTEDNESS <sup>(1)</sup></b>						<b>\$7,675,423</b>	
<b>TOTAL OF ALL OUTSTANDING AND OVERLAPPING BONDED DEBT</b>						<b>\$15,335,422.58</b>	

<sup>(1)</sup> Additional bonded indebtedness or available bond authorization may exist but are not shown because a tax was not levied for the referenced fiscal year.

Source: National Tax Data, Inc.

## **Overlapping Assessment and Community Facilities Districts**

*Additional Debt Payable from Taxes or Assessments.* The Community Facilities District has no control over the amount of additional debt payable from taxes or assessments levied on all or a portion of the property within a special district which may be incurred in the future by other governmental agencies, including, but not limited to, the County, the City of Irvine or any other governmental agency having jurisdiction over all or a portion of the property within the Community Facilities District. Furthermore, nothing prevents the owners of property within the Community Facilities District from consenting to the issuance of additional debt by other governmental agencies which would be secured by taxes or assessments on a parity with the Special Taxes. To the extent such indebtedness is payable from assessments, other special taxes levied pursuant to the Act or taxes, such assessments, special taxes and taxes will be secured by liens on the property within a district on a parity with a lien of the Special Taxes.

Accordingly, the debt on the property within the Community Facilities District could increase, without any corresponding increase in the value of the property therein, and thereby severely reduce the ratio that exists at the time the 2015 Bonds are issued between the value of the property and the debt secured by the Special Taxes and other taxes and assessments which may be levied on such property. The incurring of such additional indebtedness could also affect the ability and willingness of the property owners within the Community Facilities District to pay the Special Taxes when due. See “BONDOWNERS’ RISKS – Burden of Parity Liens, Taxes, and Other Special Assessments on the Taxable Property.”

Moreover, in the event of a delinquency in the payment of Special Taxes, no assurance can be given that the proceeds of any foreclosure sale of the property with delinquent Special Taxes would be sufficient to pay the delinquent Special Taxes. See “BONDOWNERS’ RISKS – Property Values.”

*Description of Certain Overlapping Direct Assessments and Special Taxes.* Contained within the Community Facilities District are numerous overlapping local agencies providing public services. Some of such local agencies have outstanding bonds issued in the form of general obligation and special assessment bonds. Additional indebtedness could be authorized by the School District, the City of Irvine or other public agencies at any time.

*Metropolitan Water District of Southern California Water Standby.* Property within the Community Facilities District is subject to the Metropolitan Water District of Southern California Water Standby. This pay-as-you-go assessment is used for water conservation programs, emergency programs, water treatment and capital improvements such as transporting water from Colorado and Northern California to Southern California. The annual assessment for Fiscal Year 2015-16 is \$10.08 per acre or per parcel for parcels less than one (1) acre. This assessment is fixed unless registered voters of the State of California elect to increase the assessment.

*Orange County Vector Control Assessment.* Property within the Community Facilities District will be *subject* to the Orange County Vector Control Assessment. This pay-as-you-go assessment funds efforts to protect residents from any animal capable of transmitting human disease, injury or discomfort. This assessment also funds a system of public improvements aimed at the surveillance, prevention, abatement and control against specified vectors. The annual assessment for Single Family Residential Units in Fiscal Year 2015-16 is \$[.67] per unit. Commercial property is assessed at a rate of \$[.67] (the rate for Single Family Residential Units) per 1/5 of an acre for the first five (5) acres and \$[.67] per acre for each additional acre. This assessment is not expected to increase.

*Orange County Vector Control Mosquito & Fire Ant Assessment.* Property within the Community Facilities District will be subject to the Orange County Vector Control Mosquito & Fire Ant Assessment. This pay-as-you-go assessment is levied by the County of Orange to provide funding for surveillance, prevention, abatement and control for insect populations including the red imported fire ant, mosquitoes and



other disease carrying insects. The assessment funds treatment and control against new pathogens such as the West Nile Virus and also monitors new and emerging vectors such as the Asian Tiger Mosquito.

The annual assessment for Single Family Residential Units in Fiscal Year 2015-16 is \$[3.01] per unit. *Commercial* property is assessed at a rate of \$[1.56] (one half of the rate for Single Family Residential Units) per 1/5 of an acre for the first five (5) acres and \$[3.01] per acre for each additional acre. This assessment is not expected to increase.

*City of Irvine Landscape Lighting District No. 1.* Property within the Community Facilities District will be *subject* to the City of Irvine Lighting and Landscaping District No. 1 Assessment. The annual assessment for Fiscal Year 2015-16 is \$[86.63] per unit for all residential property, while commercial property is assessed at a rate of \$[286.69] per acre. This pay-as-you-go assessment is used to fund the regular maintenance and service of all landscaping, public lighting facilities, parks and recreation facilities, irrigation systems, sidewalks and appurtenant facilities and all plant life located within the boundary of the City of Irvine. These rates are subject to escalation each year at the lesser of [3.5]% or the annual increase in the Consumer Price Index.

*City of Irvine CFD No. 2004-1.* The City of Irvine formed Community Facilities District No. 2004-1 to finance, via the issuance of bonds, infrastructure improvements and eligible impact fees attributable to the property within City of Irvine Community Facilities District 2004-1. The City of Irvine Community Facilities District No. 2004-1 is anticipated to issue \$18,510,000 of its special tax revenue bonds in July 2015. The special tax on residential property is levied on a per unit basis depending on the square footage of the residential unit. The special tax on nonresidential property is levied on a per square foot basis.

Tables 3A and 3B above sets forth the Special Taxes for residential and non-residential property within the Community Facilities District. The following table outlines the special taxes rates for residential and non-residential property within the City of Irvine CFD No. 2004-1 for Fiscal Year 2015-16:

**Table 10**  
**City of Irvine Community Facilities District No. 2004-1**  
**(Central Park)**  
**Fiscal Year 2015-16**  
**Estimated Special Taxes by Tax Class**

Land Use Class	Description	Residential Floor Area/ Unit Type <sup>1</sup>	Maximum Special Tax <sup>(2)</sup>
1	Residential Property	More than 2,000 sq. ft.	\$2,411 per unit
2	Residential Property	1,751 - 2,000 sq. ft.	2,347 per unit
3	Residential Property	1,501 - 1,750 sq. ft.	2,020 per unit
4	Residential Property	1,251 - 1,500 sq. ft.)	1,341 per unit
5	Residential Property	Less than 1,251 sq. ft.)	1,087 per unit
6	Residential Property	Affordable Units	0 per unit
7	Non-Residential Property	N/	\$0.2914 per square foot of Non-Residential Floor Area

<sup>(1)</sup> The Fiscal Year 2005-2006 Maximum Special Tax, identified in Table 1 above, shall not be subject to change and shall therefore remain the same in every Fiscal Year.

Source: City of Irvine Community Facilities District No. 2004-1 Rate and Method of Apportionment of Special Tax.

Table 11 below sets forth estimated Fiscal Year 2014-15 overall tax rates applicable to a single-family residential unit with 1,635 building square feet. The Special Tax rates, and therefore the overall tax rates, are higher for larger homes. Table 11 also sets forth those entities with fees, charges, *ad valorem* taxes and special taxes regardless of whether those entities have issued debt.

**Table 11**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Estimated Fiscal Year 2014-15 Tax Rates**  
**(Single-Family Residential Unit Containing 1,635 Building Square Feet)**

**ASSESSED VALUATION AND PROPERTY TAXES**

Assessed Value <sup>(1)</sup>		\$425,221
Homeowner's Exemption (\$7,000)		(7,000)
Assessed Value <sup>(2)</sup>		\$418,221

	Percent of Total AV	Projected Amount
<b>AD VALOREM PROPERTY TAXES</b>		<b>\$4,775.10</b>
Basic Levy Rate	1.00%	\$4,252.21
<i>Santa Ana Unified</i>	0.07	292.08
Rancho Santiago Community College	0.03	122.38
RSC CCD SFID 1 SR A	0.02	93.55
Metro Water D-MWDOC	0.00	14.88

**ASSESSMENTS, SPECIAL TAXES, AND PARCEL CHARGES** **\$2,975.98**

MOSQ, Fire ANT ASSMT		\$3.01
Vector Control CHG		0.67
MWD Water ST DBY CHG		10.08
LNDSCP & LTG #1		1.04
Santa Ana USD CFD 2004-1		941.18
City of Irvine CFD No. 2004-1		2,020.00

**PROJECTED TOTAL PROPERTY TAXES** **\$7,751.08**

**Total Effective Tax Rate (as of % of Assessed Value)** **1.85%**

<sup>(1)</sup> Fiscal Year 2014-15 assessed valuation for a single-family attached unit containing 1,635 square feet selected to represent the median effective tax rate for a single-family attached unit within the Community Facilities District.

<sup>(2)</sup> Assessed value reflects estimated total assessed value for the parcel net of homeowner's exemption.

Source: Dolinka Group, LLC.

## Special Tax Collections

The 2014-15 Special Tax has been levied on all taxable parcels in the Community Facilities District. The Fiscal Year 2014-15 special tax levy billed to the properties within the Community Facilities District which were entered on the Assessment Roll of the County equaled \$619,691.28. This special tax levy is due in two equal installments, with the first installment due on December 10, 2014, and the second installment becoming due on April 10, 2015. As of June 1 2015, \$606,050.29 of the amount due equaling \$619,691.28 has been collected by the County. As of June 1, 2015, \$13,640.99 in special taxes remained delinquent, resulting in a delinquency rate of approximately 2.20%. See “SECURITY FOR THE 2015 BONDS – Special Taxes Are Within Teeter Plan” above for further information regarding the collection and distribution of delinquent Special Taxes.

**Table 12**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Historical Special Tax Delinquencies**

Fiscal Year	Subject Fiscal Year <sup>(1)</sup>				As of June 1, 2015			
	Aggregate Special Tax	Parcels Delinquent	Amount Collected	Fiscal Year Amount Delinquent	Fiscal Year Delinquent Rate	Remaining Number of Parcels Delinquent	Remaining Amount Delinquent	Remaining Delinquent Rate
2007-08	\$766,914.90	0	\$766,914.90	\$0.00	0.00%	0	\$0.00	0.00%
2008-09	791,336.28	0	791,336.28	0.00	0.00	0	0.00	0.00
2009-10	640,110.00	0	641,110.00	0.00	0.00	0	0.00	0.00
2010-11	840,206.04	0	840,206.04	0.00	0.00	0	0.00	0.00
2011-12	861,314.72	25	838,789.90	22,524.82	2.62	2	1,528.04	0.18
2012-13	816,657.58	11	807,383.54	9,274.04	1.14	4	4,021.86	0.49
2013-14	824,319.56	11	817,898.56	6,421.00	0.78	11	6,421.00	0.78
2014-15 <sup>(2)</sup>	619,691.28	19	606,050.29	13,640.99	2.20	19	13,640.99	2.20

<sup>(1)</sup>Delinquencies as of June 30 of each fiscal year.

<sup>(2)</sup>Based on the 2<sup>nd</sup> Installment Delinquency information received from the County of Orange Tax Collector’s Office.

\*The Community Facilities District participates in the Orange County Teeter Plan. See “SECURITY FOR THE 2015 BONDS – Special Taxes are Within Teeter Plan.

Source: Dolinka Group LLC.

## Estimated Assessed Value-to-Lien Ratios

The assessed values, direct and overlapping debt and total tax burden on property vary among parcels within the Community Facilities District. The \$[7,660,000]\* principal amount of the 2015 Bonds and the proposed \$18,510,000\* aggregate principal amount of Community Facilities District No. 2004-1 (Central Park) City of Irvine 2015 Special Tax Bonds (“City of Irvine CFD No. 2004-1”) constitutes direct debt for the property in the Community Facilities District. As set forth in Table 9 under “Direct and Overlapping Debt” above, prepared April 17, 2015, there is approximately \$7,675,423 of other outstanding public indebtedness applicable to property in the Community Facilities District. Thus, the estimated direct and overlapping debt allocable to the property in the Community Facilities District is approximately \$33,845,423.\*

Based on the County’s Fiscal Year 2014-15 assessor’s roll, the estimated aggregate assessed value of taxable property in the Community Facilities District is \$425,262,194, which is approximately [12.56] times the sum of the principal amount of the 2015 Bonds, plus the amount of overlapping assessment district, other community facilities district debt and general obligation bond debt allocable thereto. **The foregoing value-to-lien ratios represent estimated averages for the property within the Community Facilities District only; the actual ratios for individual parcels of land within the Community Facilities District may vary significantly. The value of individual parcels is significant because in the event of a delinquency in the payment of Special Taxes, the Community Facilities District may foreclose only against delinquent parcels.**

The following Tables 13A and 13B depict value-to-lien ratios, including overlapping debt by land use class and by category for property in the Community Facilities District. See “SECURITY FOR THE BONDS – First Amended Rate and Method.”

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\* Preliminary, subject to change.

**Table 13A**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**

**Fiscal Year 2014-15 Assessed Value-to-Lien Ratio Summary by Land Use Class**

[Note: On June 11, 2015, the City priced its CFD No. 2004-1 bonds in an aggregate amount of \$18,510,000; this table will be updated to reflect the revised principal amount during the week of June 15 once there is an opportunity to update the underlying data from which this table is derived.]

Tax Class (Land Use)	Parcel / Unit Count	Total Assessed Value <sup>(1)</sup>	2015 Bonds <sup>(2)</sup>		Other Debt		Total Lien	Value-to-Lien Ratio
			Principal Amount Outstanding	Value-to-Lien Ratio	2015 City CFD 2004-1 Bonds*	General Obligation Debt <sup>(2)</sup>		
Tax Class 1 (< 1,250) <sup>(3)</sup>	182	\$14,489,820.60	\$1,523,950.87	9.51:1	\$187,891.77	\$1,527,019.27	\$3,238,861.91	4.47:1
Tax Class 2 (1,250 - 1,500) <sup>(3)</sup>	54	17,260,943.96	567,244.35	30.43:1	956,283.26	568,386.47	2,091,914.08	8.25:1
Tax Class 3 (1,501 - 1,750)	113	60,993,750.00	1,380,202.76	44.19:1	3,293,594.08	1,382,981.72	6,056,778.56	10.07:1
Tax Class 4 (1,751 - 2,000)	135	63,565,453.73	2,016,477.15	31.52:1	4,554,560.47	2,020,537.22	8,591,574.84	7.40:1
Tax Class 5 (> 2,000)	123	75,020,618.27	2,172,124.86	34.54:1	4,271,685.69	2,176,498.32	8,620,308.87	8.70:1
Tax Class U_1 (Undeveloped,PA1)	1	326,426.00	0.00	N/A	0.00	0.00	0.00	N/A
Tax Class U_2 (Undeveloped,PA2)	191	11,182,296.78	0.00	N/A	0.00	0.00	0.00	N/A
Tax Class U_3 (Undeveloped,PA3)	213	22,084,232.66	0.00	N/A	0.00	0.00	0.00	N/A
Tax Class U_4 (Undeveloped,PA4)	0	0.00	0.00	N/A	0.00	0.00	0.00	NA
Tax Class U_5 (Undeveloped,PA5)	67	13,838,634.00	0.00	N/A	0.00	0.00	0.00	N/A
<b>Subtotal Taxable Parcels <sup>(4)</sup></b>	<b>1,079</b>	<b>\$278,762,176.00</b>	<b>\$7,660,000.00</b>	<b>36.39:1</b>	<b>\$13,264,015.26</b>	<b>\$7,675,423.00</b>	<b>\$28,599,438.26</b>	<b>9.75:1</b>
Prepaid Property <sup>(5)</sup>	240	\$146,500,018.00	\$0.00	NA	\$5,955,984.74	\$0.00	\$5,955,984.74	24.60:1
<b>Subtotal Non-Taxable Parcels</b>	<b>240</b>	<b>\$146,500,018.00</b>	<b>\$0.00</b>	<b>NA</b>	<b>\$5,955,984.74</b>	<b>\$0.00</b>	<b>\$5,955,984.74</b>	<b>24.60:1</b>
<b>Total <sup>(4)</sup></b>	<b>1,319</b>	<b>\$425,262,194.00</b>	<b>\$7,660,000.00</b>	<b>55.52:1</b>	<b>\$19,220,000.00</b>	<b>\$7,675,423.00</b>	<b>\$34,555,423.00</b>	<b>12.31:1</b>

<sup>(1)</sup> Total Assessed Value as reported on the Fiscal Year 2014-15 equalized tax roll of the County of Orange.

<sup>(2)</sup> Preliminary, subject to change. Allocated based on the proportionate share of the estimated Fiscal Year 2015-16 Special Tax levy.

<sup>(3)</sup> The 607 units include 175 units in the Marlowe project for which building permits were issued, but no construction occurred. The building permits have expired. 170 building permits related to Tax Class 1 and 5 building permits related to Tax Class 2.

<sup>(4)</sup> Source: Detailed Direct and Overlapping Debt Report, National Tax Data, Inc.

<sup>(5)</sup> Represents the 240 Astoria building towers which prepaid their Community Facilities District Special Tax obligation beginning Fiscal Year 2015-16.

\* Preliminary, subject to change.



**Table 13B**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Fiscal Year 2014-15 Assessed Value-to-Lien Ratio Summary by Category**

[Note: On June 11, 2015, the City priced its CFD No. 2004-1 bonds in an aggregate amount of \$18,510,000; this table will be updated to reflect the revised principal amount during the week of June 15 once there is an opportunity to update the underlying data from which this table is derived.]

Value to Lien Category	Number of Parcels <sup>(1)</sup>	Principal Amount of School District 2015 Bonds <sup>(2)</sup>	Principal Amount of City 2015 Bonds *	General Obligation Debt <sup>(4)</sup>	Total Debt	Fiscal Year 2014-15 Assessed Valuation <sup>(5)</sup>	Estimated Fiscal Year 2015-16 Special Tax	Percentage Share of Fiscal Year 2015-16 Special Tax	Value-to-Lien Ratio
1 - 2.9999	35	\$530,578.18	\$1,024,358.74	\$531,646.47	\$2,086,583.39	\$5,013,817.76	\$41,702.09	6.93%	2.40:1
3 - 4.9999	209	1,993,344.19	1,193,495.90	1,997,357.68	5,184,197.77	19,037,100.54	156,671.76	26.02	3.67:1
5 - 9.9999	193	2,822,472.34	6,125,294.76	2,828,155.24	11,775,922.34	99,856,238.27	221,839.11	36.85	8.48:1
10 - 19.9999	170	2,313,605.28	4,920,865.87	2,318,263.61	9,552,734.76	107,423,430.00	181,843.46	30.20	11.25:1
20 - 39.9999	240	0.00	5,955,984.74	0.00	5,955,984.74	146,500,018.00	0.00	0.00	24.60:1
<b>Total</b>	<b>847</b>	<b>\$7,660,000.00</b>	<b>\$19,220,000.00</b>	<b>\$7,675,423.00</b>	<b>\$34,555,423.00</b>	<b>\$377,830,604.56</b>	<b>\$602,056.41</b>	<b>100.00%</b>	<b>10.93:1</b>

(1) Includes the 240 Astoria building towers and 175 Marlowe project. Does not include 472 Undeveloped Units which were taxes in Fiscal Year 2014-15, with a total Assessed Value of \$47,431,589.44.

(2) Preliminary, subject to change. Allocated based on the proportionate share of the estimated Fiscal Year 2015-16 Special Tax levy.

(3) Source: Detailed Direct and Overlapping Debt Report, National Tax Data, Inc.

(4) Total Assessed Value as reported on the Fiscal Year 2014-15 equalized tax roll of the County of Orange.

\* Preliminary, subject to change.

The following Table 14 depicts value-to-lien ratios, including overlapping debt, by ownership, of residential developed and residential undeveloped property in the Community Facilities District as of June 1, 2015. See “SECURITY FOR THE BONDS – First Amended Rate and Method.”

**Table 14**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Fiscal Year 2014-15 Value to Lien by Property Ownership**

[Note: On June 11, 2015, the City priced its CFD No. 2004-1 bonds in an aggregate amount of \$18,510,000; this table will be updated to reflect the revised principal amount during the week of June 15 once there is an opportunity to update the underlying data from which this table is derived.]

<b>Property Owner <sup>(1)</sup></b>	<b>Fiscal Year 2014-15 Assessed Valuation <sup>(2)</sup></b>	<b>Principal Amount of School District 2015 Bonds <sup>(3)</sup></b>	<b>Principal Amount of City 2015 Bonds*</b>	<b>General Obligation Debt <sup>(4)</sup></b>	<b>Sum of Total Debt*</b>	<b>Estimated Fiscal Year 2015-16 Special Tax</b>	<b>Percentage Share of Fiscal Year 2015-16 Levy</b>	<b>Value to Lien Ratio</b>
Astoria Central Park West	\$146,500,018.00	\$0.00	\$5,955,984.74	\$0.00	\$5,955,984.74	\$0.00	0.00%	24.60:1
Central Park West	16,258,796.95	0.00	0.00	0.00	0.00	0.00	0.00	N/A
Individual Owners	221,115,698.00	6,184,006.78	13,264,015.26	6,196,457.95	25,644,479.99	486,047.12	80.73	8.62:1
Lennar Central Park LLC	41,387,681.05	1,475,993.22	0.00	1,478,965.05	2,954,958.27	116,009.29	19.27	14.01:1
<b>Grand Total</b>	<b>\$425,262,194.00</b>	<b>\$7,660,000.00</b>	<b>\$19,220,000.00</b>	<b>\$7,675,423.00</b>	<b>\$34,555,423.00</b>	<b>\$602,056.41</b>	<b>100.00%</b>	<b>12.31:1</b>

<sup>(1)</sup> Based on updated ownership as of June 1, 2015.

<sup>(2)</sup> Total Assessed Value as reported on the Fiscal Year 2014-15 equalized tax roll of the County of Orange.

<sup>(3)</sup> Preliminary, subject to change. Allocated based on the proportionate share of the estimated Fiscal Year 2015-16 Special Tax levy.

<sup>(4)</sup> Source: Detailed Direct and Overlapping Debt Report, National Tax Data, Inc.

\* Preliminary, subject to change.



## **Former Ownership and Uses of the Property in the Community Facilities District**

From 1970 to 2000, the property within the Community Facilities District was a manufacturing and research industrial complex operated by Parker-Hannifin Corporation (“Parker-Hannifin”). Various jet, helicopter, and aerospace components were designed, built and tested at the industrial complex. These operations included the use of numerous hazardous chemicals including chlorinated solvents and various petroleum hydrocarbons. Parker-Hannifin’s industrial complex was comprised of six buildings totaling 388,014 square feet and parking facilities. See “ – Environmental Conditions” below. In September 2000, Parker-Hannifin sold the property to KFPLB Michelson Jamboree LLC. In December 2005, Lennar KFPLB, LLC (“Lennar KFPLB”), as successor to KFPLB Michelson Jamboree LLC, sold the property to Lennar Central Park LLC. As described under the caption “ – Property Ownership and Development,” Lennar Central Park LLC has subsequently sold, or entered into purchase and sale agreements to sell, the property to various entities. As of the date of this Official Statement, remaining undeveloped real property in the Community Facilities District subject to the Special Tax is owned by CPWH LLC and Lennar Central Park LLC. An additional 603 residential units are planned to be developed as described in this Official Statement.

## **Environmental Conditions**

In 1986, during removal of two underground storage tanks by Parker-Hannifin, petroleum hydrocarbons and chlorinated solvents were detected in shallow soil and groundwater near the southwest corner of what is now the Community Facilities District. Numerous soil and groundwater investigations were subsequently completed, resulting in the design and installation of a groundwater treatment system in 1991 and a soil vapor extraction system in 1995. Both treatment systems operated until July 2003 when only residual amounts of soil and groundwater contamination were detected. The California Regional Water Quality Control Board – Santa Ana Region (“RWQCB” then granted permission for the removal of the treatment systems.

Lennar KFPLB, LLC completed demolition of all former structures at the site in May 2005. Lennar KFPLB, LLC, on behalf of Parker-Hannifin Corporation removed over 15,000 tons of soil impacted with petroleum hydrocarbons and volatile organic compounds from eight areas of the site throughout the demolition activities between January 2005 and July 2005. Four of these eight areas were known before demolition work commenced and the remaining four were discovered during demolition activities. [In November 2005, the RWQCB determined that no further excavation of contaminated soil was warranted. In October 2007, the RWQCB determined that no further action was necessary with respect to the underground storage tanks and soil removals.]

Pursuant to an Agreement for Environmental Remediation, Indemnification and Site Access, dated as of September 14, 2000 (the “Remediation Agreement”), between Parker-Hannifin Corporation, and KFPLB Michelson Jamboree LLC (now known as Surrey Properties LLC), Parker-Hannifin acknowledged and assumed responsibility for the environmental remediation of the property in the Community Facilities District. So long as any subsequent owner of the property (or any portion thereof) in the Community Facilities District executes and delivers an acknowledgment to be bound by the terms of the Remediation Agreement, the terms of the Remediation Agreement will apply to such owners. The current owners of the property within the Community Facilities District have executed such acknowledgements in accordance with the Remediation Agreement. The Remediation Agreement provides that it will not be terminated upon the issuance of a “no further action letter” by a governmental agency for a particular matter only to the extent a governmental agency with jurisdiction reopens the file for the property concerning the matter which was the subject of the no further action letter, and further provides that, with respect to any other claims, the Remediation Agreement will terminate one month after the statute of limitations for such claim has lapsed. Pursuant to an acknowledgment by a “Benefited

Party” (e.g., the current property owners within the Community Facilities District and any future property owner executing an acknowledgment), the Benefited Parties acknowledge that their respective rights under the Remediation Agreement are their sole and exclusive remedy against Parker-Hannifin.

Due to Parker-Hannifin’s prior industrial use of the property that is now part of the Community Facilities District, the City of Irvine has required the preparation of human health risk assessments (“HRAs”) to evaluate potential health risks from residual chemicals that may be present in soil, soil vapor and groundwater within the Community Facilities District. The City of Irvine has required that developers within the Community Facilities District demonstrate that proposed projects on sites containing residual hazardous material contamination are reviewed and evaluated pursuant to established protocols and methods prior to pulling any building permits. The HRA work plan approved by the City of Irvine describes the methods and procedures to be used to complete the HRAs (e.g., sample location and frequency of sampling), and has been implemented by Stechmann Geoscience, Inc. (“Stechmann Geoscience”). Stechmann Geoscience has prepared individual parcel maps showing the sample locations within the Community Facilities District and the City of Irvine has approved all 19 HRAs, but has imposed a mitigation requirement on certain of the parcels described below.

Of the 19 HRAs, acceptable levels of residual chemicals were found in 11 of the parcels, six parcels had unacceptable levels of residual chemicals for residential purposes and one parcel to be used for both residential and commercial purposes had acceptable levels for commercial, but not residential use. In addition, one parcel designated for park use had unacceptable levels of residual chemicals for recreational purposes. To address the findings of Stechmann Geoscience and the conditions imposed by the City of Irvine in order to approve the HRAs, CPWH LLC has installed, and is planning to continue to install, a flexible vapor barrier beneath the foundations for the affected residential products. In addition, Lennar Central Park LLC is planning to install an engineered barrier on the affected parcel designated for park use. These remediation measures are expected to be a sufficient engineering control such that the parcels with unacceptable levels of residual chemicals will be suitable for their designated use.

Lennar Central Park LLC is not aware of any adverse conditions relating to the property requiring remediation that are not being addressed through the above-described remediation measures. However, it is possible that such liabilities do currently exist and that Lennar Central Park LLC and the Community Facilities District are not aware of them.

*Environmental Impact Report.* On October 27, 1992, the City Council of the City of Irvine certified Environmental Impact Report No. 88-ER-0087 (the “EIR”) for the entire Irvine Business Complex General Plan Amendment and Zone Change and adopted “Findings and a Statement of Overriding Considerations” for the environmental effects associated with the implementation of the Irvine Business Complex. The EIR included adoption of findings for six areas of environmental impact which could not be avoided and were considered to be significant and adverse: (1) circulation and traffic, (2) land use, (3) public services and utilities, (4) air resources, (5) water resources and (6) earth resources.

In connection with the demolition of the Parker-Hannifin complex and the creation of the Community Facilities District within the Irvine Business Complex, a Supplemental Environmental Impact Report (the “SEIR”) was prepared to address the environmental effects associated with the development of the Community Facilities District encompassed within the Irvine Business Complex. At the time the EIR was certified, development of the site with office and industrial uses was assumed but no residential uses were considered. Thus, a SEIR was prepared to analyze the potential for new significant environmental effects associated with proposed changes to the Irvine Business Complex as a residential and commercial mixed use, master planned community. The SEIR contained information necessary to supplement the EIR in order to evaluate the project. The SEIR primarily addressed factors such as noise, air quality, water quality, traffic and hazards and hazardous material and proposed certain mitigation measures to be undertaken in connection with the development of the Community Facilities District. No

other changes to the EIR, as analyzed in the previously certified EIR, were proposed. See “ – Other Matters” below.

*Airport Restrictions.* John Wayne Airport is located approximately one mile to the northwest of the Community Facilities District. In August 2004, the Orange County Airport Land Use Commission reviewed the proposed changes to the Irvine Business Complex as a result of the proposed development within the Community Facilities District and determined the Central Park West development is consistent with the Airport Environs Land Use Plan. The proposed structures within the Community Facilities District comply with the current height restrictions of the Airport Land Use Commission.

*Endangered Species Act Permit.* The property within the Community Facilities District had previously been developed as the Parker-Hannifin industrial complex. No endangered species permits were required in connection with the project.

*Biological Resources.* Based upon the prior use of the site and the biological reviews performed, the property within the Community Facilities District is not believed to include onsite biological resources.

*Mitigation Relating to Waters of the United States of America.* The U.S. Army Corps of Engineers has jurisdiction over developments in or affecting the navigable waters of the United States of America pursuant to the Rivers and Harbors Act and the Clean Water Act. The proposed development within the Community Facilities District is not expected to impact any non-vegetated water of the United States of America. The U.S. Army Corps of Engineers determined that the Irvine Business Complex complied with the terms and conditions of the nationwide permit issued under Section 404 of the Clean Water Act, *provided* that the activity met the criteria in the permit terms and conditions. A Section 401 Water Quality Certification from the California Regional Water Quality Control Board (Santa Ana Division) was not required for the development within the Community Facilities District.

*National Pollution Discharge Elimination System Permit and Storm Water Pollution Prevention Plan.* Pursuant to Section 402(g) of the Federal Clean Water Act and State General Construction Activity Storm Water Permit, a National Pollution Discharge Elimination System (“NPDES”) permit and storm water pollution prevention plan was required from the California State Water Resources Control Board (Santa Ana Region) for grading and construction of areas greater than one acre. Lennar KFPLB, LLC prepared a Storm Water Pollution Prevention Plan for the project in conformance with the California NPDES General Permit No. WDID No. 8 30C33093 for Storm Water Discharges Associated with Construction Activity. The permit and storm water pollution prevention plan were approved by the California State Water Resources Control Board (Division of Water Quality) on November 9, 2004.

## **Other Matters**

*Additional Approvals.* Lennar Central Park LLC or its predecessors obtained the entitlement approvals required for development of the property and has sold the parcels to the current property owners with such entitlements. See “ – Property Ownership and Development” below. Lennar Central Park LLC or its predecessors also approved design guidelines for development within the Community Facilities District. Development of the residential units and retail space requires a Conditional Use Permit or Tentative Tract Map for each project. Conditional Use Permit or Tentative Tract Map applications have been approved by the City of Irvine for twelve of the thirteen residential products.

*Covenants, Conditions and Restrictions.* Central Park West Community Association, a homeowners’ association (“CPWCA”) and three neighborhood associations (collectively, including CPWCA, “HOA”) have been formed and are expected to manage and maintain the amenities and common areas not being maintained by the City of Irvine as well as the residential property in the Community Facilities District. Additional neighborhood associations are anticipated to be formed to

serve future development in the Community Facilities Districts. Covenants, conditions and restrictions have been, and are expected to be recorded against the property prior to sale of individual units. In addition, the current and future residential units are being, and are expected to continue to be, assessed monthly assessments to cover maintenance of common areas not being maintained by the City of Irvine. All of the parcels in the Community Facilities District are expected to be subject to recorded covenants, conditions and restrictions that provide for a levy of the HOA assessments, on a basis subordinate to the lien of the Special Taxes.

### **The Development Agreement**

In September 2004, KFPLB Michelson Jamboree LLC and the City of Irvine entered into the Development Agreement regarding the proposed development of the Community Facilities District. For purposes of the Development Agreement, the proposed development includes the improvement of the property for the purposes consistent with the proposed development's land use regulations and project-specific regulations, including, without limitation, grading, construction of infrastructure and public facilities related to the off-site improvements and the on-site improvements, the construction of structures and buildings and the installation of landscaping, park facilities and improvements. Pursuant to the First Amendment to the Development Agreement dated January 27, 2015, KFPLB Michelson Jamboree, LLC was replaced as Developer by CPWH LLC and Lennar Central Park LLC and a revised master plan was incorporated, permitting the development of up to 1,275 residential units and approximately 26,700 square feet of retail space.

Pursuant to the terms of the Development Agreement, CPWH LLC and Lennar Central Park LLC have the right to develop the proposed development in a manner consistent with the approved master plan and applicable rules, regulations and official policies. The Development Agreement provides that as long as the Central Park West mixed use development is constructed in a manner consistent with the Project Specific Regulations and Existing Land Use Regulations (each as defined in the Development Agreement), the project may be constructed at the rate, at such time and in the sequence that the Developer, or any other entity assuming the Development Agreement, deems appropriate.

As successors-in-interest to the Development Agreement, Lennar Central Park LLC and CPWH LLC have obtained, and other entities who assume the Development Agreement will obtain, a vested right to proceed with their respective projects in accordance with the development approvals identified in the Development Agreement. However, development remains subject to changes in City laws, regulations, plans or policies specifically mandated and required by changes in State or federal laws or regulations. See "BONDOWNERS' RISKS – Failure to Develop Property," "– The Development Agreement" and "– Ballot Initiatives and Legislative Measures."

Termination of the Development Agreement by one party due to the default of the other party will not affect a right or duty emanating from City entitlements or approvals on the development for a particular project if such entitlements or approvals are given prior to the termination of the Development Agreement with respect to a party.

## Property Ownership and Development

*The information provided under this caption has been included because it may be considered relevant to an informed evaluation and analysis of the 2015 Bonds and the Community Facilities District. No assurance can be given, however, that the proposed development of the property within the Community Facilities District will occur, or that it will occur in a timely manner or in the configuration or to the density described herein, or that CPWH LLC, Lennar Central Park LLC, any affiliates thereof, or any other property owner described herein will or will not retain ownership of its property within the Community Facilities District. Neither the Bonds nor the Special Taxes are personal obligations of CPWH LLC, Lennar Central Park LLC or any other property owner within the Community Facilities District. The Bonds are secured solely by the Net Taxes and certain other assets pledged therefor under the Bond Indenture. The following information regarding ownership and planned development of the Community Facilities District has been provided by Lennar Central Park LLC and CPWH LLC (as defined below). No representation is made by the Community Facilities District as to the accuracy or adequacy of such information provided by Lennar Central Park LLC and CPWH LLC.*

*Lennar-Affiliated Entities Associated with the Development of the Community Facilities District.* Lennar Homes of California, Inc. (“Lennar Homes”) is an indirect wholly-owned subsidiary of Lennar Corporation, a Delaware corporation (“Lennar Corporation”), with headquarters in Miami, Florida. Lennar Corporation, founded in 1954 and publicly traded under the symbol “LEN” since 1971, is one of the nation’s largest homebuilders. In Southern California, some of the former brand names of companies acquired by Lennar Corporation, and now operating under the name Lennar Corporation include US Home and Greystone Homes. For the years ended November 30, 2014 and 2013, Lennar reported that revenues from home sales were \$7.0 billion and \$5.3 billion, respectively. New home deliveries increased to 21,003 homes in the year ended November 30, 2014 from 18,290 homes in 2013. The average sales price of homes delivered by all of Lennar’s homebuilding segments increased to \$326,000 in the year ended November 30, 2014, from \$290,000 in the same period in 2013. Copies of Lennar Corporation’s Annual Report and related financial statements are on its website at [www.lennar.com](http://www.lennar.com). Lennar Homes develops residential communities both within the Lennar family of builders and through consolidated and unconsolidated partnerships in which Lennar Homes maintains an interest. Lennar Homes is a California corporation based in Aliso Viejo, California and has been in the business of developing residential real estate communities in California since 1995.

The following entities have been, or currently are, associated with the development of the Community Facilities District since the purchase of the property from Parker-Hannifin:

- KFPLB Michelson Jamboree LLC (now known as Surrey Properties LLC), a single purpose Delaware limited liability company that acquired the property in the Community Facilities District from Parker-Hannifin in 2000.
- Lennar KFPLB, LLC (previously defined as “Lennar KFPLB”), a single purpose Delaware limited liability company formed by Lennar Central Park LLC and KFPLB Michelson Jamboree LLC. KFPLB Michelson Jamboree LLC contributed the property to Lennar KFPLB in December 2004.
- Lennar Central Park, LLC, a single purpose Delaware limited liability company formed by Lennar Homes to undertake the development of off-site and on-site infrastructure improvements for the Community Facilities District and the sale of parcels to merchant builders. Lennar Central Park LLC is the master developer for the Central Park West development.
- Central Park West Holdings, LLC (previously defined as “CPWH LLC”), a Delaware limited liability company originally formed by Lennar Homes and six investment funds (collectively,

the “Stockbridge Funds”). Lennar Homes was designated as the managing member of CPWH LLC. In May 2006, CPWH LLC purchased a portion of the property in the Community Facilities District (anticipated to be developed as all of the residential products except Astoria and certain land owned by Lennar Central Park LLC. CPWH LLC owns land on which a total of approximately 603 dwelling units will be built. On June 1, 2015, Lennar Homes acquired all of the interests of the Stockbridge Funds in CPWH LLC.

*The Stockbridge Funds.* As noted above, CPWH LLC is a limited liability company originally formed by Lennar Homes and the Stockbridge Funds. The Stockbridge Funds are managed by Stockbridge Capital Group and previously owned a 90% interest in CPWH LLC. As stated above, Lennar Homes acquired all of the interest of the Stockbridge Funds in CPWH LLC and, as a result, Lennar Homes now owns all of the interest in CPWH LLC.

*Description of the Projects.* Table 15 below sets forth the ownership status and certain other information regarding construction of the projects within the Community Facilities District for which construction has been completed:

**Table 15**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Property Ownership and Development Status for Constructed Projects**

<u>Product Name</u>	<u>Description</u>	<u>Number of Units Constructed</u>	<u>Estimated Square Footage</u>	<u>Current Owner as of March 31, 2015</u>
Maxfield	Townhomes	36	1,208-1,891	All conveyed to homeowners
The Lennox	Flats	72	1,569-2,503	All conveyed to homeowners
Granville	Villas/Lofts	27	1,546-1,878	All conveyed to homeowners
Chelsea	Townhomes	34	1,702-2,389	All conveyed to homeowners
The Belvedere	Flats	87	1,270-2,025	All conveyed to homeowners
Madison	Townhomes	81	1,332-1,920	All conveyed to homeowners
Manhattans	Townhomes	64	1,825-2,349	49 conveyed to homeowners, 15 owned by Lennar Homes
Soho	Townhomes	31	1,538-1,818	All conveyed to homeowners
Astoria	Flats and apartment towers	240 <sup>(1)</sup>	1,119-3,185	Owned by Astoria Central Park West, Inc.
Total		672		

<sup>(1)</sup> The owner of the Astoria apartment towers prepaid the Special Taxes.

*Sources: CPWH LLC and Lennar Homes.*

Table 16 below sets forth the ownership status and certain other information regarding the status of the project for the projects for which construction has not commenced within the Community Facilities District.

**Table 16**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Property Ownership and Development Status for Future Projects**

<u>Product Name</u>	<u>Number of Units Planned</u>	<u>Planned Start of Construction <sup>(1)</sup></u>	<u>Estimated Net Taxable Acreage</u>	<u>Current Owner</u>	<u>Status of Development as of March 31, 2015</u>
Marlowe Replacement	176	First Quarter 2016	2.69	CPWH LLC <sup>(3)</sup>	Backbone streets and water and sewer improvements are complete. <sup>(2)</sup> CUP approved by City on March 19, 2015
New Townhomes and Flats	120	Fourth Quarter 2015	5.14	CPWH LLC	Backbone streets and water and sewer improvements are complete. <sup>(2)</sup> CUP approved by City on March 19, 2015
New Single Family Product (Paired Homes)	22	Fourth Quarter 2015	1.51	CPWH LLC	Backbone streets and water and sewer improvements are complete. <sup>(2)</sup> CUP approved by City on March 19, 2015
Renwick Replacement	285	2018	6.02	CPWH LLC	Backbone streets and water and sewer improvements are complete. <sup>(2)</sup> CUP approved by City on March 19, 2015
Total	<u>603</u>		<u>15.36</u>		

<sup>(1)</sup> The construction start dates shown above include site excavation and grading. In cases where a product is built in several buildings, the date shown is the start of construction for the first building. The start of construction for individual buildings on a lot may be deferred from the dates shown. The construction start date estimates shown have been prepared by CPWH LLC; those dates may vary based on input from the merchant builder actually developing each site.

<sup>(2)</sup> Site improvements completed do not include product specific site improvements to be located on each parcel.

<sup>(3)</sup> Inclusive of the transfer of approximately 1 acre from Lennar Central Park LLC to CPWH LLC in May 2015.

Sources: CPWH LLC.

In addition, the Renwick site is planned for the development of approximately 26,700 square feet of retail space. CPWH LLC intends to obtain the necessary entitlement approvals for the retail space and either transfer the retail space to an affiliate of Lennar Corporation or sell the space to an outside developer.

## **The Development Plan**

*General.* In December 2005, Lennar Central Park LLC acquired Lennar KFPLB's interest in the property and subsequently substantially completed the site development improvements including grading, the construction of certain streets and the installation of water and sewer utilities. Despite Lennar Central Park LLC's sale of the property to CPWH LLC, Lennar Central Park LLC is still required to complete the installation of park improvements and landscaping. It is anticipated that Lennar Central Park LLC and CPWH LLC, will continue to develop the property in accordance with applicable development plans.

As shown in Table 1, 672 residential units have been completed; of those units, 417 had closed escrow to homebuyers as of March 31, 2015, and the 240 unit Astoria apartment towers has been sold to Astoria Central Park West, Inc., a single purpose entity administered by the Florida State Board of Administration on behalf of one or more pension and retirement funds. Astoria Central Park West, Inc. prepaid the Special Taxes with respect to the apartment project. Lennar Central Park LLC prepaid the Special Tax before the sale. The remaining 15 residential units which have been completed closed in April and May of 2015.

As shown in Table 2, 603 residential units are planned to be developed on the remainder of the site. In addition, approximately 26,700 square feet of retail space is anticipated to be developed in conjunction with the Renwick replacement product, together with a neighborhood park. It is anticipated that the sites for the future residential projects will be developed by CPWH LLC and sold to one or more merchant builders. Those merchant builders may (or may not) include Lennar Homes or its affiliates.

*Park/Open Space Property.* The overall park plan for the project was approved by the City of Irvine Planning Commission in July 2004. A revised park plan, incorporating the relocation and consolidation of two neighborhood parks, was approved by the City of Irvine Planning Commission in November 2014. Construction of the central park, including the associated recreation center, has been completed. Grading, irrigation and building permits will be required for the remaining neighborhood park; the applications for such permits are anticipated to be submitted in coordination with the construction schedule for the park.

*Development Budget – Lennar Central Park LLC.* As of March 31, 2015, Lennar Central Park LLC estimates that it, together with Lennar KFPLB, had expended approximately \$24.4 million in project planning, design and improvement costs, exclusive of land acquisition costs, debt service and general and administrative costs.

The following table sets forth Lennar Central Park LLC's budget for the approximately \$4.7 million estimated remaining costs for Lennar Central Park LLC to complete the park improvements and landscaping which are the responsibility of Lennar Central Park LLC as of March 31, 2015. The estimated costs in the following table do not include land acquisition costs, marketing, general and administrative costs, costs to be paid through proceeds of the \$18,510,000 aggregate principal amount of the Community Facilities District No. 2004-1 (Central Park) of the City of Irvine, 2015 Special Tax Bonds ("CFD No. 2004-1 of the City of Irvine" and CFD No. 2004-1 of the City of Irvine 2015 Bonds," respectively). Table 17 is a projection only and no assurance can be given that these results will be achieved. Actual cash flow will depend on future events such as the actual costs of infrastructure development.



**Table 17**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Future Cash Requirements**  
**(Amounts in Thousands)**

	<b>Actual to Date As of March 1, 2015</b>	<b>Forecast for December 2015</b>	<b>Forecast Year Ending 2016</b>
Field Supervision & Overhead	\$1,602,000	\$117,000	\$52,000
Indirect Costs	2,399,000	302,000	65,000
Grading & Infrastructure	9,434,000	661,000	209,000
Landscape, Park, Amenities	10,963,000	101,000	\$3,175,000
<b>Total</b>	<b>\$24,398,000</b>	<b>\$1,181,000</b>	<b>\$3,501,000</b>

Source: Lennar Central Park LLC.

*Cash Requirements – CPWH LLC.* In addition to Lennar Central Park LLC’s expenditures and budgeted expenditures for remaining costs for Lennar Central Park LLC to complete the park improvements and landscaping which are the responsibility of Lennar Central Park LLC. CPWH LLC is anticipated to require the expenditure of approximately \$7.7 million for the four future residential sites and the retail space on the property owned by CPWH LLC. This includes the cost to develop the sites and the cost of undergrounding electrical facilities (to be reimbursed out of proceeds of the CFD No. 2004-1 of the City of Irvine 2015 Bonds) and does not include the cost of product specific site development or vertical construction since CPWH LLC does not presently intend to be the builder on those sites. The property is not encumbered by an acquisition or development loan.

As discussed herein and shown in Table 1, 432 residential units (excluding the 240 apartment unit Astoria project) have been completed; 417 of those units had closed escrow to homebuyers as of March 31, 2015, and the remaining 15 residential units have since been sold and closed escrow to homebuyers. In addition, the 240 unit Astoria apartment towers has been completed and sold to a Florida institutional investor and [Lennar Homes Central Park LLC] prepaid the Special Taxes with respect to such project.

The products proposed for development of the remainder of the Community Facilities District, together with the estimated unit sizes and sales prices, are set forth below.

**Table 18**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Description of Development Estimated Square Footage and Pricing**

<u>Product Name</u>	<u>Description</u>	<u>Number of Future Units Planned</u>	<u>Estimated Square Footage</u>	<u>Range of Estimated Sales Prices <sup>(1)</sup></u>
Marlowe Replacement	Flats located in two four-story buildings	176	708-1,137	\$ 284,000-456,000
New Townhomes and Flats	Townhomes and flats located in four-story buildings	120	974-2,045	435,000-915,000
New Single Family Product	Paired townhomes	22	1,998-2,426	887,000-1,077,000
Renwick Replacement	Flats	285	784-1,423	338,000-614,000
Total		603		

<sup>(1)</sup> Prices exclude product-specific premiums and upgrades which are expected to be included in the sales price.

*Source: CPWH LLC based on its estimates of current market conditions. Actual product and pricing to be determined by the builder for each site.*

The foregoing plans and projections are subject to change. It is anticipated that the sites for the future residential projects will be developed by CPWH LLC and sold to one or more merchant builders. Those merchant builders may (or may not) include Lennar Homes or its affiliates. In the event that cost overruns occur which exceed the funds described in the section captioned “Development Budget” above, Lennar Central Park LLC or CPWH LLC will need to raise additional funds in order to deliver the sites to builders. No assurance can be given that such funds could be raised or would be raised on a timely basis. Continued development in the Community Facilities District may also be adversely affected by changes in general economic conditions, fluctuations in the real estate market, natural disasters and other similar factors. See “BONDOWNERS’ RISKS” herein for a discussion of such risk factors.

*Status of Permits and Approvals.* A final map encompassing all of the property within the Community Facilities District was approved by the City Council on May 10, 2005, and recorded in the County of Orange on May 19, 2005. A revised master plan was approved by the City of Irvine Planning Commission on November 6, 2014. A revised final map to accommodate the planned changes as a result of the three CUP’s approved in March 2015 is anticipated to be recorded in approximately the first quarter of 2016. All Conditional Use Permits have been granted except for the site planned for a 285 unit podium product and approximately 26,700 square feet of retail space planned to be developed in conjunction with the Renwick replacement product, and a neighborhood park, which will be considered as specific planning for those sites evolves. Lennar Central Park LLC must also complete neighborhood park and landscape improvements. See “BONDOWNERS’ RISKS –Drought Conditions” for additional information concerning the impact of current drought conditions.

*Absorption.* The estimated units per quarter, estimated quarter in which absorption will commence and estimated quarter in which final units will be absorbed based on estimates by CPWH LLC are set forth below:

**Table 19**  
**Community Facilities District No. 2004-1**  
**of the Santa Ana Unified School District**  
**(Central Park Project)**  
**Description of Estimated Absorption Commencement Date and**  
**Absorption Completion Date by Quarter**  
**As Estimated by CPWH LLC**

<b>Product Name</b>	<b>Description</b>	<b>Number of Future Units Planned</b>	<b>Sales Per Quarter <sup>(1)</sup></b>	<b>Closings Commencing <sup>(2)</sup></b>	<b>Closings Concluding <sup>(2)</sup></b>
Marlowe Replacement	Flats located in two four-story buildings	176	18	October, 2017	July, 2018
New Townhomes and Flats	Townhomes and flats located in four-story buildings	120	9	December, 2016	December, 2019
New Single Family Product	Paired townhomes	22	9	September, 2016	April, 2017
Renwick Replacement	Flats	285	18	January, 2019	April, 2020
<b>Total</b>		<b>603</b>			

Notes:

<sup>(1)</sup> Sales rates shown differ from the closing rates which can be derived using the absorption period dates due to presales.

<sup>(2)</sup> In cases where a product is built in several buildings, the dates shown are the commencement and concluding dates for all buildings containing that product.

Source: CPWH LLC based on its estimate of current market conditions and typical builder schedules. Actual sales rates and product schedules to be determined by the builder for each site.

*As indicated above, the preceding description of expected development by Lennar Central Park LLC and CPWH LLC is based on information provided to the Community Facilities District by Lennar Central Park LLC and CPWH LLC for purposes of this Official Statement. No representation is made as to the experience, abilities or financial resources of Lennar Central Park LLC or CPWH LLC or as to the likelihood that Lennar Central Park LLC and CPWH LLC will be successful in developing the property within the Community Facilities District. The Community Facilities District has not made, nor will it make, any investigation of Lennar Central Park LLC or CPWH LLC or any other purchaser or potential purchaser of property within the Community Facilities District. See “BONDOWNERS’ RISKS – Failure to Develop Property.”*

## **BONDOWNERS' RISKS**

*In addition to the other information contained in this Official Statement, the following risk factors should be carefully considered in evaluating the investment quality of the 2015 Bonds. The School District cautions prospective investors that this discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the 2015 Bonds. The occurrence of one or more of the events discussed herein could adversely affect the ability or willingness of property owners in the Community Facilities District to pay their Special Taxes when due. Any such failure to pay Special Taxes could result in the inability of the School District to make full and punctual payments of debt service on the 2015 Bonds. In addition, the occurrence of one or more of the events discussed herein could adversely affect the value of the property in the Community Facilities District.*

### **Risks of Real Estate Secured Investments Generally**

The Bondowners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Community Facilities District, the supply of or demand for competitive properties in such area, and the market value of residential property in the event of sale or foreclosure; (ii) changes in real estate tax rate and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; and (iii) natural disasters (including, without limitation, earthquakes and floods), which may result in uninsured losses.

### **Concentration of Ownership**

As of June 1, 2015, Lennar Central Park LLC is responsible for approximately 19.27% of the Fiscal Year 2015-16 Special Taxes. A related entity, CPWH LLC, is not responsible for any of the Fiscal Year 2015-16 Special Taxes. See "THE COMMUNITY FACILITIES DISTRICT – Property Ownership and Development." If Lennar Central Park LLC or subsequent owners are unwilling or unable to pay the Special Tax when due, a potential shortfall in the Bond Fund could occur, which would result in the depletion of the Reserve Account prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Taxes and, consequently, a delay or failure in payments of the principal of or interest on the 2015 Bonds.

No property owner is obligated in any manner to continue to own or develop any of the land it presently owns within the Community Facilities District. The Special Taxes are not a personal obligation of Lennar Central Park LLC or of any owner of the parcels, and the Community Facilities District can offer no assurance that any current owner or any future owner will be financially able to pay such installments or that it will choose to pay even if financially able to do so.

### **Special Taxes Are Not Personal Obligations**

The current and future owners of land within the Community Facilities District are not personally liable for the payment of the Special Taxes. Rather, the Special Tax is an obligation only of the land within the Community Facilities District. If the value of the land within the Community Facilities District is not sufficient to fully secure the Special Tax, then the Community Facilities District has no recourse against the landowner under the laws by which the Special Tax has been levied and the 2015 Bonds have been issued.

## **The 2015 Bonds Are Limited Obligations of the Community Facilities District**

The Community Facilities District has no obligation to pay principal of and interest on the 2015 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Account or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the Community Facilities District obligated to advance funds to pay such debt service on the 2015 Bonds.

## **Burden of Parity Liens, Taxes and Other Special Assessments on the Taxable Property**

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property and such Taxable Property is subject to parity liens and similar claims and may be subject to priority liens.

The table in the section entitled "THE COMMUNITY FACILITIES DISTRICT – Direct and Overlapping Debt" states the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of Taxable Property and furthermore states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of Taxable Property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of Taxable Property.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of Taxable Property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2015 Bonds.

In general, as long as the Special Tax is collected on the county tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the 2015 Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy.

While governmental taxes, assessments and charges are a common claim against the value of a parcel of Taxable Property, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to pay the Special Tax is a claim with regard to a hazardous substance. See "Hazardous Substances" below.

## **Disclosure to Future Purchasers**

The Community Facilities District has recorded a notice of Special Tax lien in the Office of the Orange County Recorder on September 30, 2004, as Document No. 2004-000879162 and an Amendment No. 1 to notice of the Special Tax lien in the Office of the Orange County Recorder on July 13, 2005, as Document No. 2005-000541293. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a parcel of land or a residential unit in the

Community Facilities District or the lending of money thereon. The Act requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers, other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

## **Drought Conditions**

From time to time the desert southwest and much of California experiences extended drought conditions. Water service within the Community Facilities District is provided by IRWD whose supply comes from local groundwater wells in the Orange County Groundwater Basin, and the Irvine and Lake Forest sub-basins and from imported water purchased through the Municipal Water District of Orange County (MWDOC) from the Metropolitan Water District of Southern California (MWD), a regional water wholesaler that delivers imported water from Northern California and the Colorado River.

On March 27, 2015, Governor Brown signed emergency legislation (AB 91 and 92) that will mandate reductions in residential use and expedite \$1 billion for drought and water infrastructure projects, including emergency food aid, drinking water, water recycling, conservation awareness, and flood protection. The action comes as the Sierra Nevada snowpack, which Californians rely on heavily during the summer for their water needs, is near a record low

Previously, on January 17, 2014, Governor Brown proclaimed a state of emergency due to the severe drought conditions faced by the State. Legislation was enacted in February which provided \$687.4 million to support drought relief. The 2014-15 State Budget includes additional one-time resources to continue immediate drought-related efforts started in 2014, such as an increase of \$53.8 million general fund and \$12.2 million other funds for firefighting efforts, and an increase of \$18.1 million general fund to aid in assessing water conditions and provide public outreach regarding water conservation.

As to remaining development in the Community Facilities District, the Community Facilities District and CPWH LLC expect a curtailment of installation of outdoor sprinkler systems for new construction (drip or micro spray systems are currently approved for continuing use), regional water allocation plans will include adjustments to water allocations to reflect any growth that may be occurring in various water agencies, and multi-family properties and single family attached housing can be expected to be less impacted due to minimal private yards, and determinations for specific reductions in water use are expected to be made by the agencies providing water, not the Community Facilities District, the City or the County.

## **Fossils**

During excavation of the Astoria site, a fossil was discovered approximately 23 feet below street level. The fossil was removed under the guidance of the on-site paleontologist, and minimal construction delays were experienced as a result of such discovery. The remaining development in the Community Facilities District includes excavation for two subterranean parking structures, and a paleontologist will be present throughout excavation of the structures. It is possible that the discovery of fossils at other sites in the Community Facilities District during the excavation process could delay construction.

## **Hazardous Substances**

While governmental taxes, assessments, and charges are a common claim against the value of Taxable Property, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to pay the Special Tax is a claim with regard to hazardous substances. In general, the owners and operators of parcels within the Community Facilities District may be required by law to remedy conditions of the parcels related to the releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substances condition of a property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any parcel within the Community Facilities District be affected by a hazardous substance, would be to reduce the marketability and value of the parcel by the costs of remedying the condition, because the owner (or operator) is obligated to remedy the condition. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling or disposing of it. All of these possibilities could significantly affect the financial and legal ability of a property owner to develop the affected parcel or other parcels, as well as the value of the property that is realizable upon a delinquency and foreclosure.

## **Insufficiency of the Special Tax**

The principal source of payment of principal of and interest on the 2015 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the Community Facilities District. The annual levy of the Special Tax is subject to the maximum tax rates authorized. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2015 Bonds. Other funds which might be available include funds derived from the payment of penalties on delinquent Special Taxes and funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent.

The levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular Taxable Property and the amount of the levy of the Special Tax against such parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of such parcels and the proportionate share of debt service on the 2015 Bonds, and certainly not a direct relationship.

The Special Tax levied in any particular tax year on a Taxable Property is based upon the revenue needs and the application of the First Amended Rate and Method, including the effects of the Minimum Annual Special Tax Requirement. Application of the First Amended Rate and Method will, in turn, be dependent upon certain development factors with respect to each Taxable Property by comparison with similar development factors with respect to the other Taxable Property within the Community Facilities District. Thus, in addition to annual variations of the revenue needs from the Special Tax, the following are some of the factors which might cause the levy of the Special Tax on any particular Taxable Property to vary from the Special Tax that might otherwise be expected:

- (1) Reduction in the amount of Taxable Property, for such reasons as acquisition of Taxable Property by a government and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property; or

(2) Failure of the owners of Taxable Property to pay the Special Tax and delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels of Taxable Property.

Except as set forth above under “SECURITY FOR THE 2015 BONDS – Special Taxes” and “ – First Amended Rate and Method” herein, the Bond Indenture provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County. To the extent that the County’s Teeter Plan continues in existence and is carried out as adopted, the County’s Teeter Plan may help protect the Owners of the 2015 Bonds from the risk of delinquencies in Special Taxes.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2015 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the School District of the proceeds of sale if the Reserve Account is depleted. See “SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales.”

In addition, the First Amended Rate and Method limits the increase of Special Taxes levied on parcels of Residential Property to cure delinquencies of other property owners in the Community Facilities District. See “SECURITY FOR THE 2015 BONDS – First Amended Rate and Method” herein.

### **Exempt Properties**

Certain properties are exempt from the Special Tax in accordance with the First Amended Rate and Method (see “SECURITY FOR THE 2015 BONDS – First Amended Rate and Method” herein). In addition, the Act provides that properties or entities of the state, federal or local government are exempt from the Special Tax; *provided, however*, that property within the Community Facilities District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. It is possible that property acquired by a public entity following a tax sale or foreclosure based upon failure to pay taxes could become exempt from the Special Tax. In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. In the event that additional property is dedicated to the City of Irvine, the School District or other public entities, this additional property might become exempt from the Special Tax.

The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

### **Depletion of Reserve Account**

The Reserve Account is to be maintained at an amount equal to the Reserve Requirement (see “SECURITY FOR THE 2015 BONDS – Reserve Account” herein). Funds in the Reserve Account may be used to pay principal of and interest on the 2015 Bonds in the event the proceeds of the levy and collection of the Special Tax against property within the Community Facilities District is insufficient. If funds in the Reserve Account for the 2015 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the Bondowners pursuant to the Bond Indenture. However, no replenishment from the proceeds of a Special



Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the Community Facilities District at the maximum tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the Reserve Account will be depleted and not be replenished by the levy of the Special Tax.

### **Potential Delay and Limitations in Foreclosure Proceedings**

The payment of property owners' taxes and the ability of the Community Facilities District to foreclose the lien of a delinquent unpaid Special Tax pursuant to its covenant to pursue judicial foreclosure proceedings, may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales" and "BONDOWNERS' RISKS – Bankruptcy and Foreclosure Delay" herein. In addition, the prosecution of a foreclosure could be delayed due to many reasons, including crowded local court calendars or lengthy procedural delays.

The ability of the Community Facilities District to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution which has made a loan which is secured by property within the Community Facilities District. See "BONDOWNERS' RISKS – Payments by FDIC and Other Federal Agencies."

The Community Facilities District and the School District are unable to predict what effect the application of a policy statement by the FDIC regarding payment of state and local real property taxes would have in the event of a delinquency on a parcel within the Community Facilities District in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed at a judicial foreclosure sale would likely reduce or eliminate the persons willing to purchase a parcel at a foreclosure sale.

In addition, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond control of the Community Facilities District or the School District. Potential investors should assume that, under current conditions, it is estimated that a judicial foreclosure of the lien of Special Taxes will take up to two or three years from initiation to the lien foreclosure sale. At a Special Tax lien foreclosure sale, each parcel will be sold for not less than the "minimum bid amount" which is equal to the sum of all delinquent Special Tax installments, penalties and interest thereon, costs of collection (including reasonable attorneys' fees), post judgment interest and costs of sale. Each parcel is sold at foreclosure for the amounts secured by the Special Tax lien on such parcel and multiple parcels may not be aggregated in a single "bulk" foreclosure sale. If any parcel fails to obtain a "minimum bid," the Community Facilities District may, but is not obligated to, seek Superior Court approval to sell such parcel at an amount less than the minimum bid. Such Superior Court approval requires the consent of the owners of 75% of the aggregate principal amount of the Outstanding Bonds.

Delays and uncertainties in the Special Tax lien foreclosure process create significant risks for Bondowners. High rates of special tax payment delinquencies which continue during the pendency of protracted Special Tax lien foreclosure proceedings, could result in the rapid, total depletion of the Reserve Account prior to replenishment from the resale of property upon foreclosure. In that event, there could be a default in payment of the principal of, and interest on, the 2015 Bonds. See " – Concentration of Ownership" above.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the

foreclosure covenant, a six month period after termination of such military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

### **Failure to Develop Property**

Land development operations are subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. The estimated units per quarter, estimated quarter in which absorption will commence and estimated quarter in which final units will be absorbed based on estimates by CPWH LLC are set forth in Table 19 in THE COMMUNITY FACILITIES DISTRICT – Development Plan.” It is possible that the approvals necessary to complete the remaining development of the property within the Community Facilities District will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy any such government requirement could adversely affect land development operations. In addition, there is a risk that future governmental restrictions, including, but not limited to, governmental policies restricting or controlling development within the Community Facilities District, will be enacted, and a risk that future land use initiatives approved by the voters in the City could add more restrictions and requirements on development within the Community Facilities District.

Moreover, there can be no assurance that the means and incentive to conduct land development operations within the Community Facilities District will not be adversely affected by a deterioration of the real estate market and economic conditions or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, or the national economy.

Undeveloped property is less valuable per acre than developed property, especially if there are no plans to develop such property or if there are severe restrictions on the development of such property. Undeveloped property also provides less security to the Owners of the Series 2015 Bonds should it be necessary for the Community Facilities District to foreclose on undeveloped property due to the nonpayment of the Special Taxes. Furthermore, an inability to develop the land within the Community Facilities District as currently proposed would result in a level of diversification within the Community Facilities District that is less than currently planned, which could expose the Owners of the 2015 Bonds to additional risk. It is anticipated that Special Taxes will be levied on Residential Property, Commercial Property, if any, and that a levy of Special Taxes on Undeveloped Property will not be necessary. Should the Special Tax be levied on Undeveloped Property, the timely payment of Special Taxes levied on Undeveloped Property depends primarily upon the ability and willingness of landowners, which, as of the date of value, was concentrated in [two] developer entities, to pay such taxes when due. See “ – Concentration of Ownership.” A slowdown in or cessation of the development of land within the Community Facilities District could reduce the ability and willingness of such owners to make Special Tax payments, and could greatly reduce the value of such property in the event it has to be foreclosed upon to collect delinquent special taxes. See “ – Bankruptcy and Foreclosure Delay” below for a discussion of certain limitations on the ability of the Community Facilities District to pursue judicial foreclosure proceedings with respect to taxpayers with delinquent Special Taxes.

### **The Development Agreement**

The Development Agreement was entered into pursuant to California Government Code Section 65864, *et seq.* (the “Development Agreement Law”). The applicable statute of limitations relating to a challenge to the Development Agreement has expired. The Development Agreement Law provides that a developer can obtain a vested right to develop its real property pursuant to a validly executed development agreement. One appellate case in California, *Santa Margarita Residents v. San Luis Obispo County Bd. of Supervisors*, has held that development agreements are enforceable under the Development Agreement Law.

However, the development agreement in that case did not address the type of vested rights obtained in the Development Agreement. Consequently, although the Development Agreement purports to provide Lennar Central Park LLC, and other entities to whom the Development Agreement is assigned pursuant to its terms, with a vested right to build the development as currently planned and as described herein, if the Development Agreement were to be challenged in a State court, there can be no assurances that such court would enforce the Development Agreement if the City fails to fulfill its obligations under the Development Agreement or if more restrictive local land use regulations are adopted in the future. Additionally, public entities not bound by the terms of the Development Agreement may impose additional conditions on the proposed development in the Community Facilities District.

### **Property Values**

The value of property within the Community Facilities District is an important factor in evaluating the investment quality of the 2015 Bonds. In the event that a property owner defaults in the payment of an installment of Special Taxes, the Community Facilities District's only remedy is to judicially foreclose on that property. Prospective purchasers of the 2015 Bonds should not assume that the property within the Community Facilities District could be sold for the assessed values described under the caption, "THE COMMUNITY FACILITIES DISTRICT – Property Values," at a foreclosure sale for delinquent Special Taxes or for an amount adequate to pay delinquent Special Taxes. In addition to the foregoing, property values are not evenly distributed throughout the Community Facilities District. This disparity of values across the Community Facilities District is significant because, in the event of nonpayment of Special Taxes, the Community Facilities District's only remedy is to foreclose against the delinquent parcel. See "SECURITY FOR THE BONDS."

The assessed values for the property within the Community Facilities District are the property values determined by the County Assessor for property tax purposes. Such assessed value determinations may be subject to appeal by property owners. Assessment appeals are filed with the County Assessment Appeals Board for a hearing and resolution. At the time of filing, applicants are required to estimate an opinion of value. The resolution of an appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the applicant/property owner. Although such a result would not reduce the Special Tax levy on the property, any reduction in the assessed taxable values of property within the Community Facilities District would have an adverse impact on the value-to-lien ratios discussed herein, and could lessen the ability or willingness of the owners of such property to pay their Special Taxes. Moreover, assessed values do not necessarily represent the current market value for any parcel.

Article XIII A of the California Constitution allows the "full cash value" of properties to be increased at a rate not to exceed 2% per year to account for inflation. The constitutionality of this procedure was challenged in a lawsuit brought in 2001 in the Orange County Superior Court and in similar lawsuits brought in other counties, on the basis that the decrease in assessed value creates a new "base year value" for purposes of Proposition 13 and that subsequent increases in the assessed value of a property by more than 2% in a single year violate Article XIII A. On appeal, the California Court of Appeal upheld the recapture practice in 2004, and the State Supreme Court declined to review the ruling, leaving the recapture law in place. Any reduction in the assessed values of property in the Community Facilities District would have an adverse impact in the value-to-lien ratios described herein.

### **Teeter Plan Termination**

In 1993, the County implemented its Teeter Plan, as an alternate procedure for the distribution of certain property tax and assessment levies on the secured roll. Pursuant to its Teeter Plan, the County has elected to provide local agencies and taxing areas, including the Community Facilities District, with full tax and assessment levies instead of actual tax and assessment collections. In return the County is entitled to retain all delinquent tax and assessment payments, penalties and interest. Thus, the County's Teeter Plan may help protect Owners from the risk of delinquencies in the payment of Special Taxes. However, the County is

entitled, and under certain circumstances could be required, to terminate its Teeter Plan with respect to all or part of the local agencies and taxing areas covered thereby. A termination of the Teeter Plan with respect to the Community Facilities District would eliminate such protection from delinquent Special Taxes. See “SECURITY FOR THE 2015 BONDS – Special Taxes Are Within Teeter Plan.”

### **Bankruptcy and Foreclosure Delay**

The payment of Special Taxes and the ability of the Community Facilities District to foreclose the lien of a delinquent Special Taxes as discussed in the section herein entitled “SECURITY FOR THE 2015 BONDS” may be limited by bankruptcy, insolvency, or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. In addition, the prosecution of a judicial foreclosure may be delayed due to congested local court calendars or procedural delays.

The various legal opinions to be delivered concurrently with the delivery of the 2015 Bonds (including Bond Counsel’s approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the obligation to pay the Special Tax to become extinguished, bankruptcy of a property owner or of a partner or other equity owner of a property owner, could result in a stay of enforcement of the lien for the Special Taxes, a delay in prosecuting Superior Court foreclosure proceedings or adversely affect the ability or willingness of a property owner to pay the Special Taxes and could result in the possibility of delinquent Special Taxes not being paid in full. In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the 2015 Bonds and the possibility of delinquent Special Taxes not being paid in full. Moreover, amounts received upon foreclosure sales may not be sufficient to fully discharge delinquent installments. To the extent that a significant percentage of the property in the Community Facilities District is owned by any property owner, and such owner is the subject of bankruptcy proceedings, the payment of the Special Tax and the ability of the School District to foreclose the lien of a delinquent unpaid Special Tax could be extremely curtailed by bankruptcy, insolvency, or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on the property. The court upheld the priority of unpaid taxes imposed after the filing of the bankruptcy petition as “administrative expenses” of the bankruptcy estate, payable after all secured creditors. As a result, the secured creditor was to foreclose on the property and retain all of the proceeds of the sale except the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, assuming that the debtor has sufficient assets to do so. In certain circumstances, payment of such administrative expenses may be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time become subject to current *ad valorem* taxes.

The Act provides that the Special Taxes are secured by a continuing lien, which is subject to the same lien priority in the case of delinquency as *ad valorem* taxes. No case law exists with respect to how a bankruptcy court would treat the lien for the Special Taxes levied after the filing of a petition in bankruptcy. *Glasply* is controlling precedent for bankruptcy courts in the State. If the *Glasply* precedent was applied to the levy of the Special Tax, the amount of Special Tax received from parcels whose owners declare bankruptcy could be reduced.

It should also be noted that on October 22, 1994, Congress enacted 11 U.S. C. Section 362(b)(18), which added a new exception to the automatic stay for *ad valorem* property taxes imposed by a political subdivision after the filing of a bankruptcy petition. Pursuant to this new provision of law, in the event of a bankruptcy petition filed on or after October 22, 1994, the lien for *ad valorem* taxes in subsequent fiscal years will attach even if the property is part of the bankruptcy estate. Bondowners should be aware that the potential effect of 11 U.S. C. Section 362(b)(18) on the Special Taxes depends upon whether a court were to determine that the Special Taxes should be treated like *ad valorem* taxes for this purpose.

### **Payments by FDIC and Other Federal Agencies**

The ability of the School District to collect interest and penalties specified by State law and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to properties in which the FDIC, the Drug Enforcement Agency, the Internal Revenue Service or other similar federal governmental agencies has or obtains an interest.

Specifically, with respect to the FDIC, on June 4, 1991, the FDIC issued a Statement of Policy Regarding the Payment of State and Local Property Taxes (the "1991 Policy Statement"). The 1991 Policy Statement was revised and superseded by a new Policy Statement effective January 9, 1997 (the "Policy Statement"). The Policy Statement provides that real property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non *ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. With respect to property in California owned by the FDIC on January 9, 1997, and that was owned by the Resolution Trust Corporation (the "RTC") on December 31, 1995, or that became the property of the FDIC through foreclosure of a security interest held by the RTC on that date, the FDIC will continue the RTC's prior practice of paying special taxes imposed pursuant to the Act if the taxes were imposed prior to the RTC's acquisition of an interest in the property. All other special taxes may be challenged by the FDIC.

The School District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency on a parcel within the Community Facilities District in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed at a judicial foreclosure sale would reduce or eliminate the persons willing to purchase a parcel at a foreclosure sale. Owners of the 2015 Bonds should assume that the Community Facilities District will be unable to collect Special Taxes or to foreclose on any parcel owned by the FDIC. Such an outcome could cause a draw on the Reserve Account and perhaps, ultimately, a default in payment on the 2015 Bonds. Based upon the secured tax roll as of January 1, 2014, the FDIC does not presently own any of the property in the Community Facilities District. The School District expresses no view concerning the likelihood that the risks described above will materialize while the 2015 Bonds are outstanding.

### **Factors Affecting Parcel Values and Aggregate Value**

*Geologic, Topographic and Climatic Conditions.* The value of the Taxable Property in the Community Facilities District in the future can be adversely affected by a variety of additional factors, particularly those which may affect infrastructure and other public improvements and private improvements on the parcels of Taxable Property and the continued habitability and enjoyment of such private improvements. Such additional factors include, without limitation, geologic conditions such as earthquakes and volcanic eruptions, topographic conditions such as earth movements, landslides, liquefaction, floods or fires, and climatic conditions such as tornadoes, droughts, and the possible reduction in water allocation or availability. It can be expected that one or more of such conditions may occur and may result in damage to improvements of varying seriousness, that the damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances, the value of the Taxable Property may well depreciate or disappear.

*Seismic Conditions.* The Community Facilities District, like all California communities, may be subject to unpredictable seismic activity. The occurrence of seismic activity in the Community Facilities District could result in substantial damage to properties in the Community Facilities District which, in turn, could substantially reduce the value of such properties and could affect the ability or willingness of the property owners to pay their Special Taxes. Any major damage to structures as a result of seismic activity could result in greater reliance on undeveloped property in the payment of Special Taxes.

*Legal Requirements.* Other events which may affect the value of a parcel of Taxable Property in the Community Facilities District include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

### **No Acceleration Provisions**

The 2015 Bonds do not contain a provision allowing for the acceleration of the 2015 Bonds in the event of a payment default or other default under the terms of the 2015 Bonds or the Bond Indenture. Pursuant to the Bond Indenture, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies (see APPENDIX C – “Summary of Certain Provisions of the Bond Indenture” herein). So long as the 2015 Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bondowner.

### **District Formation**

California voters, on June 6, 1978, approved an amendment (“Article XIII A”) to the California Constitution. Section 4 of Article XIII A, requires a vote of two-thirds of the qualified electorate to impose “special taxes,” or any additional *ad valorem*, sales or transaction taxes on real property. At an election held

within the Community Facilities District pursuant to the Act, more than two-thirds of the qualified electors within the Community Facilities District, consisting of the landowners within the boundaries of the Community Facilities District, authorized the Community Facilities District to incur bonded indebtedness to finance the Facilities and approved the First Amended Rate and Method. The Supreme Court of the State of California has not yet decided whether landowner elections (as opposed to resident elections) satisfy requirements of Section 4 of Article XIII A, nor has the Supreme Court decided whether the special taxes of a community facilities district constitute a “special tax” for purposes of Article XIII A.

Section 53341 of the Act requires that any action or proceeding to attack, review, set aside, void or annul the levy of a special tax or an increase in a special tax pursuant to the Act shall be commenced within 30 days after the special tax is approved by the voters. No such action has been filed with respect to the Special Tax.

### **Billing of Special Taxes**

A special tax formula can result in a substantially heavier property tax burden being imposed upon properties within a community facilities district than elsewhere in a city or county, and this in turn can lead to problems in the collection of the special tax. In some community facilities districts the taxpayers have refused to pay the special tax and have commenced litigation challenging the special tax, the community facilities district and the bonds issued by the community facilities district.

Under provisions of the Act, the Special Taxes are billed to the properties within the Community Facilities District which were entered on the Assessment Roll of the County Assessor by January 1 of the previous fiscal year on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. These Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and installment payments of Special Taxes in the future. See “SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales,” for a discussion of the provisions which apply, and procedures which the Community Facilities District is obligated to follow, in the event of delinquency in the payment of installments of Special Taxes.

### **Inability to Collect Special Taxes**

In order to pay debt service on the 2015 Bonds, it is necessary that the Special Tax levied against land within the Community Facilities District be paid in a timely manner. The Community Facilities District has covenanted in the Bond Indenture under certain conditions to institute foreclosure proceedings against property with delinquent Special Tax in order to obtain funds to pay debt service on the 2015 Bonds. If foreclosure proceedings were instituted, any mortgage or deed of trust holder could, but would not be required to, advance the amount of the delinquent Special Tax to protect its security interest. In the event such Superior Court foreclosure is necessary, there could be a delay in principal and interest payments to the owners of the 2015 Bonds pending prosecution of the foreclosure proceedings and receipt of the proceeds of the foreclosure sale, if any. No assurances can be given that the real property subject to foreclosure and sale at a judicial foreclosure sale will be sold or, if sold, that the proceeds of such sale will be sufficient to pay any delinquent Special Tax installment. Although the Act authorizes the Board, as the Legislative Body of the Community Facilities District, to cause such an action to be commenced and diligently pursued to completion, the Act does not specify the obligations of the Board with regard to purchasing or otherwise acquiring any lot or parcel of property sold at the foreclosure sale if there is no other purchaser at such sale. See “SECURITY FOR THE 2015 BONDS – Proceeds of Foreclosure Sales.”

## **Right to Vote on Taxes Act**

An initiative measure, Proposition 218, commonly referred to as the “Right to Vote on Taxes Act” (the “Initiative”) was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIIC (“Article XIIC”) and Article XIID to the California Constitution. According to the “Title and Summary” of the Initiative prepared by the California Attorney General, the Initiative limits “the authority of local governments to impose taxes and property-related assessments, fees and charges.” The provisions of the Initiative have not yet been interpreted by the courts, although a number of lawsuits have been filed requesting the courts to interpret various aspects of the Initiative.

Among other things, Section 3 of Article XIIC states that “. . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge.” The Act provides for a procedure, which includes notice hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Act prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On July 1, 1997, a bill signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

“Section 3 of Article XIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.”

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the 2015 Bonds.

It may be possible, however, for voters or the Community Facilities District to reduce the Special Taxes in a manner which does not interfere with the timely repayment of the 2015 Bonds but which does reduce the maximum amount of Special Taxes that may be levied in any year below the existing levels. Therefore, no assurance can be given with respect to the levy of Special Taxes for Administrative Expenses. Furthermore, no assurance can be given with respect to the future levy of the Special Taxes in amounts greater than the amount necessary for the timely retirement of the 2015 Bonds.

The Act also establishes time limits for initiating any challenge to the validity of special taxes levied pursuant to the Act and any challenge to the validity of bonds issued pursuant to the Act. Section 53341 of the Act provides that:

“Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to this chapter shall be commenced within 30 days after the special tax is approved by the voters. Any appeal from a final judgment in that action or proceeding shall be perfected within 30 days after the entry of judgment.”



Section 53359 of the Act provides that:

“An action to determine the validity of bonds issued pursuant to this chapter or the validity of any special taxes levied pursuant to this chapter may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure but shall, notwithstanding the time limits specified in Section 860 of the Code of Civil Procedure, be commenced within 30 days after the voters approve the issuance of the bonds or the special tax if the action is brought by an interested person pursuant to Section 863 of the Code of Civil Procedure. Any appeal from a judgment in that action or proceeding shall be commenced within 30 days after entry of judgment.”

Based on the forgoing, with respect to any challenge to the validity of the Special Tax or the 2015 Bonds, the Community Facilities District believes that under current State law the time for initiating any such legal challenge has expired.

Like its antecedents, the Initiative is likely to undergo both judicial and legislative scrutiny before its impact on the Community Facilities District and its obligations can be determined. Certain provisions of the Initiative may be examined by the courts for their constitutionality under both State and federal constitutional law. For example, on August 1, 2014, in *City of San Diego v. Shapiro*, an Appellate Court ruled that an election held by the City of San Diego to authorize the levying of special taxes on hotels City-wide pursuant to a City ordinance which created a convention center facilities district and which specifically defined the electorate to consist solely of (1) the owners of real property in the City on which a hotel is located, and (2) the lessees of real property owned by a governmental entity on which a hotel is located, was invalid under the California Constitution because such landowners and lessees are neither “qualified electors” of the City for purposes of Articles XIII A, Section 4 of the California Constitution nor do they comprise a proper “electorate” under Article XIII C, Section 2(d). The Court specifically noted that the decision did not require the Court to consider the distinct question of whether landowner voting to impose special taxes pursuant to Section 53326(b) of the Act is constitutional under Article XIII A, Section 4 and Article XIII C, Section 2(d) in districts that lack sufficient registered voters to conduct an election among registered voters, and thus does not affect the validity of the levy of the Special Taxes by the Community Facilities District. In addition, the provisions of the Act described above that establish time limits for initiating any challenge to the validity of the Special Taxes levied pursuant to the Act or the issuance of Bonds pursuant to the Act described above would provide obstacles to any party which sought to present a legal challenge to the validity of the Special Taxes or the 2015 Bonds based on the *City of San Diego v. Shapiro* case. The Community Facilities District is not able to predict the outcome of any such examination of the Initiative in relation to community facilities districts formed under the Act.

The foregoing discussion of the Initiative and related matters should not be considered an exhaustive or authoritative treatment of the issues. The Community Facilities District does not expect to be in a position to control the consideration or disposition of these issues and cannot predict the timing or outcome of any judicial or legislative activity in this regard. Interim rulings, final decisions, legislative proposals and legislative enactments may all affect the impact of the Initiative on the 2015 Bonds as well as the market for the 2015 Bonds. Legislative and court calendar delays and other factors may prolong any uncertainty regarding the effects of the Initiative.

### **Ballot Initiatives and Legislative Measures**

The Initiative was adopted pursuant to a measure qualified for the ballot pursuant to California’s constitutional initiative process and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provisions for particular activities. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the State Legislature. The adoption of any such initiative or enactment of legislation might place limitations on the

ability of the State, the County, the School District or local districts to increase revenues or to increase appropriations or on the ability of a property owner to complete the development of the property.

### **Limited Secondary Market**

There can be no guarantee that there will be a secondary market for the 2015 Bonds or, if a secondary market exists, that such 2015 Bonds can be sold for any particular price. Although the School District and the Community Facilities District have committed to provide certain statutorily-required financial and operating information, there can be no assurance that such information will be available to Bondowners on a timely basis. The failure to provide the required annual financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of credit rating for the 2015 Bonds or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

### **Loss of Tax Exemption**

As discussed under the caption “LEGAL MATTERS – Tax Opinion and Certain Matters,” the interest on the 2015 Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the 2015 Bonds as a result of future acts or omission of the Community Facilities District and the School District in violation of certain provisions of the Code and the covenants of the Bond Indenture with respect to compliance with certain provisions of the Internal Revenue Code of 1986. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on the 2015 Bonds, the Community Facilities District has covenanted in the Bond Indenture to comply with all applicable requirements of the Internal Revenue Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, to: (1) take no action or refrain from taking any action or make any use of the proceeds of the 2015 Bonds or any Parity Bonds or of any other moneys or property which would cause the 2015 Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “private activity bonds” within the meaning of Section 141 of the Code; (2) make no use of the proceeds of the 2015 Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the 2015 Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code; (3) make no use of the proceeds of the 2015 Bonds or any Parity Bonds or take or omit to take any action that would cause the 2015 Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be “federally guaranteed” within the meaning of Section 149(b) of the Code; (4) to take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the Community Facilities District in connection with the 2015 Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated therein and incorporated by reference in the Bond Indenture; and (5) not use proceeds of other tax-exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis. Should an event of taxability occur, the 2015 Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption or mandatory sinking fund redemption provisions of the Bond Indenture. See “THE 2015 BONDS – Redemption of the 2015 Bonds.”

### **Limitations on Remedies**

Remedies available to the Bondowners may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the 2015 Bonds or to preserve the tax-exempt status of the 2015 Bonds. See “Payments by FDIC and other Federal Agencies,” “No Acceleration Provisions” and “Billing of Special Taxes” herein.

The Board has not evaluated the foregoing risks, and further, is not aware of any evaluation of these risks by the landowners. Since these are largely business risks of the type that landowners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel of Taxable Property, the Board has undertaken refinancing the Prior Bonds without regard to any such evaluation, as an incident to the orderly, planned development of the project site. Thus, issuance of the 2015 Bonds by the Board in no way implies that the Board has evaluated these risks or the reasonableness of these risks, but to the contrary, the Board has made no such evaluation and is undertaking refinancing the Prior Bonds even though such risks may be serious and may ultimately halt or slow the progress of land development and forestall the realization of Taxable Property values.

## **LEGAL MATTERS**

### **Legal Opinion**

The legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel, approving the validity of the 2015 Bonds will be made available to purchasers at the time of original delivery and is attached hereto as APPENDIX F. A copy of the legal opinion will be printed on each 2015 Bond. McFarlin & Anderson LLP, Laguna Hills, California, is serving as Disclosure Counsel. Stradling Yocca Carlson & Rauth, a Professional Corporation, will also pass upon certain legal matters for the School District and the Community Facilities District as special counsel to these entities.

### **Tax Opinion and Certain Matters**

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest on the 2015 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. However, Bond Counsel notes that, with respect to corporations, interest (and original issue discount) on the 2015 Bonds may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of such corporations. In the further opinion of Bond Counsel, interest on the 2015 Bonds is exempt from State personal income tax. Bond Counsel notes that, with respect to corporations, interest on the 2015 Bonds may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of such corporations.

The difference between the issue price of a 2015 Bond (the first price at which a substantial amount of the 2015 Bond of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2015 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner’s basis in the 2015 Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the 2015 Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the 2015 Bonds is based upon certain representations of fact and certifications made by the Community Facilities District and others and is subject to the condition that the Community Facilities District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the 2015 Bonds to assure that interest (and original issue discount) on the 2015 Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the 2015 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2015 Bonds. The Community Facilities District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable 2015 Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the Bond Owner's basis in the applicable 2015 Bond (and the amount of tax exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of 2015 Bond premium may result in a Bond Owner realizing a taxable gain when a 2015 Bond is sold by the Bond Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2015 Bond to the Bond Owner. Purchasers of the 2015 Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax exempt bond issues, including both random and targeted audits. It is possible that the 2015 Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2015 Bonds might be affected as a result of such an audit of the 2015 Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2015 Bonds to the extent that it adversely affects the exclusion from gross income of interest on the 2015 Bonds or their market value.

SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE 2015 BONDS, THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE INTEREST ON THE 2015 BONDS OR THE MARKET VALUE OF THE BONDS. LEGISLATIVE CHANGES HAVE BEEN PROPOSED IN CONGRESS, WHICH, IF ENACTED, WOULD RESULT IN ADDITIONAL FEDERAL INCOME TAX BEING IMPOSED ON CERTAIN OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2015 BONDS. THE INTRODUCTION OR ENACTMENT OF ANY OF SUCH CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2015 BONDS. NO ASSURANCE CAN BE GIVEN THAT, SUBSEQUENT TO THE EXECUTION AND DELIVERY OF THE 2015 BONDS, SUCH CHANGES (OR OTHER CHANGES) WILL NOT BE INTRODUCED OR ENACTED OR INTERPRETATIONS WILL NOT OCCUR. BEFORE PURCHASING ANY OF THE 2015 BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2015 BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Bond Indenture and the Tax Certificate relating to the 2015 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the 2015 Bonds for federal income

tax purposes with respect to any 2015 Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the 2015 Bonds is excluded from gross income for federal income tax purposes provided that the Community Facilities District continues to comply with certain requirements of the Code, the ownership of the 2015 Bonds and the accrual or receipt of interest (and original issue discount) with respect to the 2015 Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the 2015 Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the 2015 Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX F.

### **Absence of Litigation**

No litigation is pending or threatened concerning the validity of the 2015 Bonds. There is no action, suit or proceeding known by the Community Facilities District or the School District to be pending at the present time restraining or enjoining the delivery of the 2015 Bonds or in any way contesting or affecting the validity of the 2015 Bonds or any proceedings of the Community Facilities District or the School District taken with respect to the execution thereof. A no litigation certificate executed by the School District on behalf of the Community Facilities District will be delivered to the Underwriter simultaneously with the delivery of the 2015 Bonds.

### **No General Obligation of School District or Community Facilities District**

The 2015 Bonds are not general obligations of the School District or the Community Facilities District, but are limited obligations of the Community Facilities District payable solely from proceeds of the Special Tax and proceeds of the 2015 Bonds, including amounts in the Reserve Account, the Special Tax Fund and the Bond Fund and investment income on funds held pursuant to the Bond Indenture (other than as necessary to be rebated to the United States of America pursuant to Section 148(f) of the Code and any applicable regulations promulgated pursuant thereto). Any tax levied for the payment of the 2015 Bonds shall be limited to the Special Taxes to be collected within the jurisdiction of the Community Facilities District.

### **NO RATINGS**

The 2015 Bonds have not been rated by any securities rating agency.

### **VERIFICATION OF MATHEMATICAL ACCURACY**

Causey Demgen & Moore P.C. will verify from the information provided to them the mathematical accuracy as of the date of the closing on the 2015 Bonds of (1) the computations contained in the provided schedules to determine that the cash deposits listed in the schedules prepared by the Financial Advisor, to be held in escrow, will be sufficient to pay, when due, the principal, redemption premium and interest requirements of the 2015 Bonds, and (2) the computation of yield on the 2015 Bonds contained in the provided schedules used by Bond Counsel in its determination that the interest with respect to the 2015 Bonds is exempt from federal taxation. Causey Demgen & Moore P.C. will express no opinion on the assumptions provided to them, nor as to the exemption from taxation of the interest with respect to the 2015 Bonds.

## **UNDERWRITING**

The 2015 Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated at a purchase price of \$\_\_\_\_\_ (which represents the aggregate principal amount of the 2015 Bonds of \$\_\_\_\_\_, [plus/less] a net [premium/original issue discount] less an underwriter's discount of \$\_\_\_\_\_).

The purchase agreement relating to the 2015 Bonds provides that the Underwriter will purchase all of the 2015 Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell 2015 Bonds to certain dealers and others at prices lower than the offering price stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

## **PROFESSIONAL FEES**

Fees payable to certain professionals, including the Underwriter, McFarlin & Anderson LLP, as Disclosure Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and District Counsel, Government Financial Strategies, Inc., Sacramento, California and The Bank of New York Mellon Trust Company, N.A., as the Trustee, are contingent upon the issuance of the 2015 Bonds. The fees of Dolinka Group, LLC, as Special Tax Consultant and Dissemination Agent, are in part contingent upon the issuance of the 2015 Bonds.

## MISCELLANEOUS

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statement of the contents thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representatives of fact. This Official Statement is not to be construed as a contract or agreement between the Community Facilities District and the purchasers or owners of any of the 2015 Bonds.

The execution and delivery of the Official Statement by the Community Facilities District has been duly authorized by the Santa Ana Unified School District on behalf of the Community Facilities District.

COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL  
DISTRICT (CENTRAL PARK PROJECT)

By: \_\_\_\_\_  
Tina Douglas, Assistant Superintendent,  
Business Services,  
Santa Ana Unified School District on behalf of  
Community Facilities District No. 2004-1 of  
the Santa Ana Unified School District (Central  
Park Project)

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## APPENDIX A

### GENERAL INFORMATION ABOUT THE SANTA ANA UNIFIED SCHOOL DISTRICT

#### General Information

The Santa Ana Unified School District (the “School District”), located in Orange County, California (the “County”), is the sixth-largest school district in California as measured by student enrollment. The School District was established in 1888. The School District encompasses territory in the central portion of the County and includes most of the City of Santa Ana (the County seat of the County), portions of the cities of Irvine, Newport Beach, Costa Mesa, Orange, and Tustin, and adjacent unincorporated areas of the County and has an area of approximately 24 square miles. The School District provides education for students in grades PK-12. The School District currently operates six comprehensive high schools (for grades 9-12), two continuation high schools (for grades 9-12), nine intermediate schools (for grades 6-8), one community day intermediate and high school (for grades 7-12), one middle college high school, 33 elementary schools (for grades K-5), 3 elementary schools (for grades K-8), and one child development center. Total enrollment in the 2014-15 school year was approximately 56,815 students.

#### Board of Education

The School District is governed by a five-member Board of Education (the “Board”). Each member of the Board is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their offices and the dates their terms expire, are listed below:

<u>Board Member</u>	<u>Office</u>	<u>Term Expires</u>
John Palacio	President	November 2018
Cecilia “Ceci” Iglesias	Vice-President	November 2016
Valeria Amezcua	Clerk	November 2018
José Alfredo Hernández, J.D.	Member	November 2016
Rob Richardson	Member	November 2016

The administrative staff of the School District participating in the financing include Rick Miller, Ph.D., Superintendent; Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent; and Tina Douglas, Assistant Superintendent, Business Services.

#### Key Personnel

The Superintendent of Schools of the School District is appointed by the Board and reports to the Board. The Superintendent is responsible for management of the School District’s day-to-day operations of and supervises the work of other District administrators and supervisors. The Superintendent and key administrative personnel are as follows:

*Rick Miller, Ph.D., Superintendent.* Dr. Miller joined the School District as Superintendent in November 2013. He brings 40 years of educational experience to the School District, including twenty-two years as a superintendent in both California and Idaho. For the five years prior to joining the School District, he service as superintendent for the Riverside Unified School District. He holds four academic degrees including a Ph.D. in education; Ed.Sp. (Education Specialist) in educational administration; M.Ed. (Masters in Education) in educational administration and higher

education; and a Bachelor’s degree in chemistry. He has also authored several articles and presented at state and national conferences.

*Stefanie P. Phillips, Ed.D., CBO, Deputy Superintendent.* As the Deputy Superintendent of the School District, Dr. Phillips serves as second in command and is responsible for overseeing the daily operations and management of the sixth-largest district in the State of California and the second largest employer in the City of Santa Ana. She has fifteen years of district executive leadership experience.

Prior to her appointment in March of 2013, Dr. Phillips was Deputy Superintendent for the Clayton County School District in Jonesboro, Georgia, where she had direct oversight for the Curriculum and Instruction, Human Resources, Operations and Finance Divisions. Prior to her position with Clayton County School District, Dr. Phillips was Deputy Superintendent and Associate Superintendent for Chino Valley Unified School District and Assistant Superintendent of Ontario-Montclair School District.

Dr. Phillips received her Doctorate from the University of Southern California in Education Leadership, and she received her Master of Business Administration in Finance and Bachelor of Science in Managerial Economics from the University of California, Davis.

*Tina Douglas, Assistant Superintendent, Business Services.* As the Assistant Superintendent, Business Services, Mrs. Douglas is responsible for overseeing the daily business operations and management of the sixth-largest district in the State and the second largest employer in the City of Santa Ana. She has over nine years of district finance experience and over 25 years of school business experience.

Prior to her appointment in May of 2015, Mrs. Douglas was Assistant Superintendent for the Westminster School District where she had direct oversight for the Finance, Facilities, Child Nutrition and Information Technology Divisions. Prior to her position with the Westminster School District the School District, Mrs. Douglas was Fiscal Services Manager for the Ramona Unified School District in San Diego County. Mrs. Douglas was also the Budget Analyst for the Vista Unified School District. Prior to her position with the Vista Unified School District, Mrs. Douglas served 18 years in various positions for the San Diego County Office of Education.

Mrs. Douglas received her Bachelor of Science in Accounting from the University of Phoenix. She also has her California Association of School Business Official’s Chief Business Official Certification.

**Enrollment**

The School District enrollment decreased by 6.80% since 2004-05, representing an average annual compound growth rate of -0.70%. The following table shows a 10-year enrollment history for the School District.

**ANNUAL ENROLLMENT  
FISCAL YEARS 2004-05 THROUGH 2013-14  
Santa Ana Unified School District**

<u>School Year</u>	<u>Enrollment</u>	<u>Annual Change</u>	<u>Annual % Change</u>
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2004-05	61,693	--	--
2005-06	59,310	(2,383)	-3.86
2006-07	57,346	(1,964)	-3.31
2007-08	57,061	(285)	-0.50
2008-09	57,439	378	0.66
2009-10	56,937	(502)	-0.87
2010-11	57,319	382	0.67
2011-12	57,250	(69)	-0.12
2012-13	57,410	160	0.28
2013-14	57,499	89	0.16
2014-15*	56,815	(684)	-1.19

\* Enrollment data from 2014-15 Second Interim Report, dated January 31, 2015.

Source: Santa Ana Unified School District, based on March 3, 2014 CBEDS and from California Department of Education Data Quest, as of March 13, 2015.

### Employee Relations

As of March 17, 2015, the School District employed approximately 2,761 full and part-time certificated employees and approximately 1,715 classified employees. These employees, except management and some part-time employees, are represented by the two bargaining units as noted below:

<u>Labor Organization</u>	<u>Represented Employees</u>	<u>Contract Expiration Date</u>
Santa Ana Educators' Association	Certificated	June 30, 2016
California School Employees' Association	Classified	June 30, 2016

Source: Santa Ana Unified School District.

### Retirement System

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System ("STRS") and classified employees are members of the Public Employees' Retirement System ("PERS").

All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

All full-time and some part-time classified employees participate in PERS, a cost-sharing multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. The School District is part of a "cost-sharing" pool within PERS. One actuarial valuation is performed for those participating in the pool, and the same contribution rate applies to each.

The School District is required by statute to contribute 8.88% of gross salary expenditures to STRS and 11.77% to PERS. Participants are required to contribute 8.15% and 7% of applicable gross salary to STRS and PERS, respectively. The School District's employer contributions to STRS and to PERS met the required contribution rates established by law.

### **Post-Employment Benefits**

The School District provides post-employment medical and dental benefits, in accordance with School District employment contracts, to eligible retirees who have attained age 55 and had at least ten years of service with the School District. Expenditures for post-employment benefits are recognized on a pay-as-you-go basis. The School District engages an outside consultant to perform an actuarial study of OPEB each year. The estimated liability as of August 30, 2014 is \$231,619,481. The annual required contribution is \$17,318,072.

### **Joint Powers Agreements**

The School District participates in two joint powers agreement ("JPA"), as a member of a public entity risk pool. The Alliance for Schools for Cooperative Insurance Programs ("ASCIP") and the Schools' Excess Liability Fund ("SELF") for property and liability insurance coverage up to \$55 million. The JPA is governed by a board consisting of representatives from member districts. The governing board controls the operations of the JPA, including the selection of management and approval of operating budgets. Each member district pays a premium commensurate with the level of coverage. Dr. Stephanie Phillips is a current Executive Committee Member of the Alliance for Schools for Cooperative Insurance Programs.

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**APPENDIX B**

**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT FOR  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF THE SANTA ANA UNIFIED SCHOOL DISTRICT  
(CENTRAL PARK PROJECT)**

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**APPENDIX C**

**SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE**



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**APPENDIX D**

**FORM OF COMMUNITY FACILITIES DISTRICT  
CONTINUING DISCLOSURE AGREEMENT**

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**APPENDIX E**

**FORM OF LENNAR CENTRAL PARK LLC  
CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX F**  
**FORM OF OPINION OF BOND COUNSEL**

*Upon delivery of the 2015 Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel to Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project), proposes to render their final approving opinion with respect to the 2015 Bonds in substantially the following form:*

[Date of Delivery]

Community Facilities District No. 2004-1  
of the Santa Ana Unified School District  
Santa Ana, California

RE:     \$[PRINCIPAL AMOUNT] Community Facilities District No. 2004-1  
of the Santa Ana Unified School District (Central Park Project)  
2015 Special Tax Refunding Bonds

Ladies and Gentlemen:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the Santa Ana Unified School District taken in connection with the formation of Community Facilities District No. 2004-1 of the Santa Ana Unified School District (Central Park Project) (the "District") and the authorization and issuance of the District's 2015 Special Tax Refunding Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the District, the initial purchasers of the Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The Bonds have been issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and a Bond Indenture dated as of June 1, 2015 (the "Indenture") between the District and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"). All capitalized terms not defined herein shall have the meaning set forth in the Bond Indenture.

The Bonds are dated their date of delivery and mature on the dates and in the amounts set forth in the Indenture. The Bonds bear interest payable semiannually on each March 1 and September 1, commencing on [March 1, 2016], at the rates per annum set forth in the Bond Indenture. The Bonds are registered Bonds in the form set forth in the Bond Indenture, redeemable in the amounts, at the times and in the manner provided for in the Bond Indenture.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The Bonds have been duly and validly authorized by the District and are legal, valid and binding limited obligations of the District, enforceable in accordance with their terms and the terms of the Bond Indenture, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California. The Bonds are limited obligations of the District but are not a debt of the Santa Ana School District (the "School District"), the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and, except for the Special Taxes, neither the faith and credit nor the taxing power of the

School District, the County of Orange, the State of California, or any of its political subdivisions is pledged for the payment thereof.

(2) The execution and delivery of the Bond Indenture has been duly authorized by the District, and the Bond Indenture is valid and binding upon the District and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California; *provided, however*, we express no opinion as to the enforceability of the covenant of the District contained in the Bond Indenture to levy Special Taxes for the payment of Administrative Expenses or as to any provisions therein relating to indemnification, penalty, waiver, choice of law or choice of forum.

(3) The Bond Indenture creates a valid pledge of that which the Bond Indenture purports to pledge, subject to the provisions of the Bond Indenture, except to the extent that enforceability of the Bond Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest (and original issue discount) will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

(5) Interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bond Owner will increase the Bond Owner's basis in the applicable Bond. Original issue discount that accrues for the Bond Owner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals or corporations (as described in paragraph 4 above) and is exempt from State of California personal income tax.

(7) The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the Bonds are subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the Bonds.

Certain requirements and procedures contained or referred to in the Indenture and Tax Certificate may be changed, and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in the Indenture and Tax Certificate, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions expressed herein are based upon an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or do occur (or do not occur). Our engagement with respect to the Bonds terminates upon their issuance, and we disclaim any obligation to update the matters set forth herein.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the owners of the Bonds with respect to the matters contained in the Official Statement and any other offering material relating to the Bonds.

Respectfully submitted

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## APPENDIX G

### BOOK-ENTRY SYSTEM

*The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2015 Bonds, payment of principal of and interest on the 2015 Bonds to Direct Participants, Indirect Participants or Beneficial Owners (as such terms are defined below) of the 2015 Bonds, confirmation and transfer of beneficial ownership interests in the 2015 Bonds and other Bond-related transactions by and between DTC, Direct Participants, Indirect Participants and Beneficial Owners of the 2015 Bonds is based solely on information furnished by DTC to the School District which the School District believes to be reliable, but the School District and the Underwriter do not and cannot make any independent representations concerning these matters and do not take responsibility for the accuracy or completeness thereof. Neither the DTC, Direct Participants, Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the 2015 Bonds. The 2015 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2015 Bond will be issued for each maturity of the 2015 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). *The information on such website is not incorporated herein by such reference or otherwise.*

Purchases of 2015 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2015 Bonds on DTC’s records. The ownership interest of each actual purchaser of each 2015 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2015 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of

Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2015 Bonds, except in the event that use of the book-entry system for the 2015 Bonds is discontinued.

To facilitate subsequent transfers, all 2015 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as requested by an authorized representative of DTC. The deposit of the 2015 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2015 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2015 Bonds are credited, which may or may not be the Beneficial Owners. The Direct or Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2015 Bonds may wish to take certain steps to augment the transmissions to them of notices of significant events with respect to the 2015 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2015 Bonds documents. For example, Beneficial Owners of the 2015 Bonds may wish to ascertain that the nominee holding the 2015 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2015 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2015 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the School District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2015 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the 2015 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the School District or the Trustee, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the School District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the School District or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its service as depository with respect to the 2015 Bonds at any time by giving reasonable notice to the School District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the 2015 Bond certificates are required to be printed and delivered.

The School District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the 2015 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the School District believes to be reliable, but the School District takes no responsibility for the accuracy thereof.

### **Discontinuance of DTC Services**

In the event that (a) DTC determines not to continue to act as securities depository for the 2015 Bonds, or (b) the School District determines that DTC shall no longer act and delivers a written certificate to the Trustee to that effect, then the School District will discontinue the Book-Entry System with DTC for the 2015 Bonds. If the School District determines to replace DTC with another qualified securities depository, the School District will prepare or direct the preparation of a new single separate, fully registered Bond for each maturity of the 2015 Bonds registered in the name of such successor or substitute securities depository as are not inconsistent with the terms of the Bond Indenture. If the School District fails to identify another qualified securities depository to replace the incumbent securities depository for the 2015 Bonds, then the 2015 Bonds shall no longer be restricted to being registered in the 2015 Bond registration books in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository or its nominee transferring or exchanging the 2015 Bonds shall designate.

In the event that the Book-Entry System is discontinued, the following provisions would also apply: (i) the 2015 Bonds will be made available in physical form, (ii) principal of, and redemption premiums if any, on the 2015 Bonds will be payable upon surrender thereof at the trust office of the Trustee identified in the Bond Indenture, and (iii) the 2015 Bonds will be transferable and exchangeable as provided in the Bond Indenture.

*The School District and the Trustee do not have any responsibility or obligation to DTC Participants, to the persons for whom they act as nominees, to Beneficial Owners, or to any other person who is not shown on the registration books as being an owner of the 2015 Bonds, with respect to (i) the accuracy of any records maintained by DTC or any DTC Participants; (ii) the payment by DTC or any DTC Participant of any amount in respect of the principal of redemption price of or interest on the 2015 Bonds; (iii) the delivery of any notice which is permitted or required to be given to registered owners under the Bond Indenture; (iv) the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the 2015 Bonds; (v) any consent given or other action taken by DTC as registered owner; or (vi) any other matter arising with respect to the 2015 Bonds or the Bond Indenture. The School District and the Trustee cannot and do not give any assurances that DTC, DTC Participants or others will distribute payments of principal of or interest on the 2015 Bonds paid to DTC or its nominee, as the registered owner, or any notices to the Beneficial Owners or that they will do so on a timely basis or will serve and act in a manner described in this Official Statement. The School District and the Trustee are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner in respect to the 2015 Bonds or any error or delay relating thereto.*

THE COMMUNITY FACILITIES DISTRICT AND THE TRUSTEE WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY PARTICIPANT, OR ANY INDIRECT PARTICIPANT, (II) THE DELIVERY OF ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE BONDOWNERS UNDER THE BOND INDENTURE, (III) THE SELECTION BY DTC OR ANY

PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF A 2015 BOND, (IV) THE PAYMENT BY ANY PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OF OR INTEREST ON THE 2015 BONDS, (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE BONDOWNER OF THE 2015 BONDS, OR (VI) ANY OTHER MATTER.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY-ONLY SYSTEM IS USED FOR THE 2015 BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2015 BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

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**AGENDA ITEM BACKUP SHEET****June 23, 2015****Board Meeting**

**TITLE:** Adoption of Resolution No. 14/15-3066 – Authorizing Annual Levy of Special Taxes within Community Facilities District No. 2004-1 of Santa Ana Unified School District Central Park Project for Fiscal Year 2015-16

**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 adoption of Resolution No. 14/15-3066 for the annual levy of special taxes within Community Facilities District (CFD) No. 2004-1 of Santa Ana Unified School District Central Park Project for fiscal Year 2015-16. The CFD for the Santa Ana Unified School District Central Park Project (“CFD No. 2004-1”) was formed and established by the Board of Education on September 28, 2004, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq.* of the California Government Code). The formation of CFD No. 2004-1 followed a public hearing and a landowner election at which the qualified electors of the CFD, by more than a two-thirds vote, authorized the CFD to incur bonded indebtedness in the aggregate not to exceed the amount of \$16,000,000 and approved the levy of special taxes on certain real property located in the CFD.

**RATIONALE:**

The levying of Annual Special Taxes within CFD No. 2004-1 is used to repay interest and principal due on the 2005 Special Tax Bonds, issued for the purpose of financing the CFD. Adoption of a resolution authorizing levy of special taxes is an annual requirement by the Orange County Assessor’s office to place taxes associated with CFD 2004-1 on the tax rolls. The Board is requested to approve the levying of annual special taxes for CFD No. 2004-1 for Fiscal Year 2015-16.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Adopt Resolution No. 14/15-3066 to authorize the annual levy of special taxes within Community Facilities District No. 2004-1 of the Santa Ana Unified School District Central Park Project for fiscal year 2015-16.

1 RESOLUTION NO. 14/15-3066

2 SANTA ANA UNIFIED SCHOOL DISTRICT

3 RESOLUTION AUTHORIZING LEVY OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES

4 DISTRICT NO. 2004-1 OF SANTA ANA UNIFIED SCHOOL DISTRICT

5 CENTRAL PARK PROJECT FOR FISCAL YEAR 2015-16

6 WHEREAS, the Santa Ana Unified School District (the "District")  
7 previously established Community Facilities District No. 2004-1 of the  
8 Santa Ana Unified School District (Central Park Project) ("CFD No. 2004-  
9 1") all pursuant to the terms and provisions of the Mello-Roos Community  
10 Facilities Act of 1982, as amended, commencing with Government Code  
11 Section 53111 (the "Act"); and

12 WHEREAS, CFD No. 2004-1 issued its 2005 Special Tax Bonds in the  
13 original principal amount of \$11,785,000 pursuant to Resolution No. 05/06-  
14 2615, adopted by the Board of Education of the District acting as the  
15 legislative body of CFD No. 2004-1 on July 26, 2006 (the "Bonds"); and

16 WHEREAS, the Board of Education of the District acting as the  
17 legislative body of CFD No. 2004-1 is authorized pursuant to Resolution  
18 Nos. 04/05-2576 and 04/05-2575 approved on August 24, 2004 (collectively,  
19 the "Resolutions of Intention"), Resolution No. 04/05-2580 approved on  
20 September 28, 2004 (the "Resolution of Formation") and the Ordinance  
21 Authorizing the Levy of Special Taxes, approved on October 8, 2004 (the  
22 "Ordinance") to levy a special tax on property in CFD No. 2004-1 to pay  
23 principal, interest and administrative expenses with respect to all bonds  
24 of CFD No. 2004-1, which include the Bonds, to pay for the construction,  
25 acquisition and rehabilitation of certain public facilities authorized to  
26 be financed by the levy of special taxes of CFD No. 2004-1 pursuant to the  
27 Resolutions of Formation and to pay all expenses incidental thereto; and

28 WHEREAS, it is now necessary and appropriate that this Board levy  
29 and collect the special taxes for Fiscal Year 2015-16 for the purpose  
30 specified in the Ordinance, by the adoption of a resolution as specified  
31 by the Act and the Ordinance; and



1           WHEREAS, the special taxes being levied hereunder are at the same  
2 rate or at a lower rate than provided by the Ordinance; and

3           NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SANTA ANA UNIFIED  
4 SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF  
5 COMMUNITY FACILITIES DISTRICT NO. 2004-1, DOES HEREBY RESOLVE, DETERMINE  
6 AND ORDER AS FOLLOWS:

7           Section 1. The above recitals are true and correct.

8           Section 2. The special tax ("Special Tax") is imposed without regard  
9 to property valuation and is levied in compliance with the Act and the  
10 Ordinance.

11           Section 3. In accordance with the Act and the Ordinance, there is  
12 hereby levied upon the parcels within the District which are not otherwise  
13 exempt from taxation under the Act or the Ordinance the special taxes for  
14 Fiscal Year 2015-16 at the tax rates set forth in the report prepared by  
15 Dolinka Group, Inc. for CFD No. 2004-1 entitled "Administration Report  
16 Fiscal Year 2015-16" (the "Report") submitted herewith, which rates do not  
17 exceed the maximum rates set forth in the Ordinance. After adoption of  
18 this Resolution, the Assistant Superintendent, Facilities and Governmental  
19 Relations, of the District, or his designee, may make any necessary  
20 modifications to these special taxes to correct any errors, omissions or  
21 inconsistencies in the listing or categorization of parcels to be taxed or  
22 in the amount to be charged to any category of parcels; provided, however,  
23 that any such modifications shall not result in an increase in the tax  
24 applicable to any category of parcels and can only be made prior to the  
25 submission of the tax rolls to the Orange County Auditor.

26           Section 4. All of the collections of the special tax shall be used  
27 only as provided for in the Act and Resolutions of Formation. The special  
28 tax shall be levied only so long as needed to accomplish the purposes  
29 described in Resolutions of Formation.

30           Section 5. The special tax shall be collected in the same manner as  
31 ordinary *ad valorem* taxes are collected and shall be subject to the same

1 penalties and the same procedure and sale in cases of delinquency as  
2 provided for *ad valorem* taxes as such procedure may be modified by law or  
3 this Board from time to time.

4 Section 6. As a cumulative remedy, if any amount levied as a special  
5 tax for payment of bond interest or principal, together with any penalties  
6 and other charges accruing under this Resolution, are not paid when due,  
7 the Board of Education may, not later than four years after the due date  
8 of the last installment of principal on the Bonds, order that the same be  
9 collected by an action brought in the superior court to foreclose the lien  
10 of such special tax.

11 Section 7. The actions of District staff heretofore taken in order  
12 to obtain consent from the Orange County Auditor to a later filing date  
13 are hereby ratified and the Clerk is hereby authorized and directed to  
14 transmit a certified copy of this Resolution and the Report to the Orange  
15 County Auditor, together with other supporting documentation as may be  
16 required to place said special taxes on the secured property tax roll for  
17 Fiscal Year 2015-16 on or before August 10, 2015, or such later date as  
18 may be consented to by the Orange County Assessor, and to perform all  
19 other acts which are required by the Act, the Ordinance, or by law in  
20 order to accomplish the purpose of this Resolution.

21  
22 ADOPTED, SIGNED AND APPROVED this 23<sup>rd</sup> day of June, 2015.

23 BOARD OF EDUCATION OF THE SANTA ANA UNIFIED SCHOOL DISTRICT ACTING AS THE  
24 LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE SANTA  
25 ANA UNIFIED SCHOOL DISTRICT (CENTRAL PARK PROJECT)

26  
27 By: \_\_\_\_\_  
28 John Palacio, President, Governing Board  
29 of Education of the Santa Ana Unified  
30 School District, Orange County, State of  
31 California

1 STATE OF CALIFORNIA )

2 ) s s.

3 COUNTY OF ORANGE )

4 I, Cecilia Iglesias, Clerk of the Board of Education of the Santa Ana  
5 Unified School District, do hereby certify that the foregoing Resolution  
6 was duly passed, approved and adopted by the Board of Education of the  
7 Santa Ana Unified School District at a regular meeting of said  
8 Board held on the 23<sup>rd</sup> day of June, 2015.

9

10

11

12

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

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Cecilia Iglesias, Clerk,

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Governing Board of Education of the Santa

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Ana Unified School District, Orange

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County, State of California

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33 Attachment: "Administration Report Fiscal Year 2015-16" (the "Report")

**Administration Report  
Fiscal Year 2015/2016**

Santa Ana Unified School District  
Community Facilities District No. 2004-1

June 23, 2015

**Prepared For:**

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## **Exhibits**

**Exhibit A:** First Amended Rate and Method of Apportionment

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**Exhibit D:** Annual Special Tax Roll for Fiscal Year 2015/2016

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## **Introduction**

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This Administration Report ("Report") provides an analysis of the financial and administrative obligations of Community Facilities District ("CFD") No. 2004-1 of the Santa Ana Unified School District ("School District"), pursuant to the First Amended Rate and Method of Apportionment ("RMA") attached as Exhibit A, for the purpose of calculating the Annual Special Tax levy for Fiscal Year 2015/2016. In calculating the Annual Special Tax levy for Fiscal Year 2015/2016, the Report describes (i) the remaining financial obligations of CFD No. 2004-1 for Fiscal Year 2014/2015, (ii) the financial obligations of CFD No. 2004-1 for Fiscal Year 2015/2016, and (iii) the amount of new development which has occurred within the boundaries of CFD No. 2004-1.

The Report is organized into the following sections:

### **Section I**

Section I provides a description of the Annual Special Tax levy for Fiscal Year 2014/2015 including any delinquent Annual Special Taxes.

### **Section II**

On September 14, 2005 the 2005 Special Tax Bonds ("Bonds") were issued by CFD No. 2004-1 in the amount of \$11,785,000. The Bonds were issued for the purpose of financing the Authorized Facilities of CFD No. 2004-1, pursuant to the Resolution of Intention ("ROI") and are secured by and repaid from the levy of Annual Special Taxes within CFD No. 2004-1.

Section II examines the financial activity within the various funds and accounts established pursuant to the Bond Indenture ("Indenture") dated August 1, 2005 by and between CFD No. 2004-1 and The Bank of New York Trust Company, NA ("Fiscal Agent") from July 1, 2014 to April 30, 2015. A summary is provided which lists all disbursements, Annual Special Tax receipts, and interest earnings.

### **Section III**

Section III contains a description of (i) the initial allocation of Bond proceeds and (ii) the expenditure of Special Taxes and Bond proceeds to fund Authorized Facilities of CFD No. 2004-1 through April 30, 2015, as directed by Senate Bill 165 ("SB 165").

### **Section IV**

Section IV calculates the Minimum Annual Special Tax Requirement based on the financial obligations of CFD No. 2004-1 for Fiscal Year 2015/2016.

### **Section V**

Section V provides (i) a description of the Special Tax classifications and (ii) an update of the development which has occurred in CFD No. 2004-1.

## **Section VI**

Section VI describes the methodology used to apportion the Minimum Annual Special Tax Requirement among the properties within CFD No. 2004-1 and lists the Assigned Annual Special Tax rates for Fiscal Year 2015/2016.

## I. Fiscal Year 2014/2015 Levy Summary

### A. Special Tax Levy

The aggregate Annual Special Tax levy of CFD No. 2004-1 in Fiscal Year 2014/2015 as well as a summary of the levy can be found in the table below.

#### Annual Special Tax Rates For Fiscal Year 2014/2015

Unit Type	Tax Class	Building Square Footage	Number of Units/Acres	Assigned Annual Special Tax Rate	Total Assigned Annual Special Taxes
<b>Developed Property</b>					
Market Rate	1	< 1,250	182 Units	\$645.22 per Unit	\$117,430.04
Market Rate	2	1,251 - 1,500	54 Units	\$809.44 per Unit	\$43,709.76
Market Rate	3	1,501 - 1,750	115 Units	\$941.18 per Unit	\$108,235.70
Market Rate	4	1,751 - 2,000	133 Units	\$1,150.98 per Unit	\$153,080.34
Market Rate	5	> 2,000	123 Units	\$1,360.78 per Unit	\$167,375.94
Affordable	A	NA	0 Units	\$0.00 per Unit	\$0.00
Commercial Property	C	NA	0.00 SF	\$0.00 per SF	\$0.00
<i>Developed Property Subtotal</i>			<i>607 Units</i>	<i>NA</i>	<i>\$589,831.78</i>
<b>Undeveloped Property</b>					
Planning Area No. 1			1.00 Acres	\$6,587.33 per Acre	\$6,560.98
Planning Area No. 2			4.44 Acres	\$3,336.06 per Acre	\$14,814.16
Planning Area No. 3			3.91 Acres	\$1,827.81 per Acre	\$7,141.22
Planning Area No. 4			0.00 Acres	\$0.00 per Acre	\$0.00
Planning Area No. 5			2.27 Acres	\$593.09 per Acre	\$1,343.14
<i>Undeveloped Property Subtotal</i>			<i>11.61 Acres<sup>[1]</sup></i>	<i>NA</i>	<i>\$29,859.50</i>
<b>Total</b>					<b>\$619,691.28</b>

[1] Acreage is rounded to the nearest hundredth.

### B. Special Tax Delinquencies

Dolinka Group, LLC has received delinquency information for CFD No. 2004-1 for Fiscal Year 2014/2015 from the County of Orange ("County"). For the First and Second Installment of Fiscal Year 2014/2015 (as of May 26, 2015), \$13,640.99 in Annual Special Taxes were delinquent yielding a delinquency rate of 2.20%.

The County of Orange ("County") and CFD No. 2004-1 participate in an alternative method for the distribution of secured property taxes, known as the "Teeter Plan", wherein CFD No. 2004-1 receives the total annual Special Tax levy, including delinquent Special Taxes which have yet to be collected. The County establishes a delinquency reserve and assumes responsibility for all Special Tax delinquencies, and, thus, the County retains all delinquent Special Tax collections along with any accrued interest and penalties. The Teeter Plan provides CFD No. 2004-1 with stable cash flow and eliminates collection risk. There is no guarantee the County will continue to employ the Teeter Plan for the distribution of CFD No. 2004-1 Special Taxes in future Fiscal Years.



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## II. Financial Activity

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This section summarizes the activity within the various funds and accounts created by the Indenture. For a more detailed description of the various funds and accounts, please see Section 3.01 of the Indenture. A detailed analysis of all transactions within these funds and accounts for this period is included as Exhibit B.

### A. Sources of Funds

Sources of funds for CFD No. 2004-1 for the period of July 1, 2014 to April 30, 2015 are summarized in the table below.

#### Sources of Funds July 1, 2014 – April 30, 2015

Sources	Amount
Bond Proceeds	\$0.00
Special Tax Receipts	\$401,282.72
Investment Earnings <sup>[1]</sup>	\$0.00
Miscellaneous	\$0.00
<b>Total</b>	<b>\$401,282.72</b>
[1] Data summarized in the table below.	

#### Investment Earnings July 1, 2014 – April 30, 2015

Funds and Accounts	Amount
Acquisition and Construction Fund	\$0.00
Administrative Expense Account	\$0.00
Fire Facilities Subaccount	\$0.00
Interest Account	\$0.00
Letter of Credit Account	\$0.00
Principal Account	\$0.00
Redemption Account	\$0.00
Reserve Fund	\$0.00
Special Tax Fund	\$0.00
Surplus Fund	\$0.00
Water Facilities Subaccount	\$0.00
<b>Total</b>	<b>\$0.00</b>

**B. Uses of Funds**

Uses of funds for CFD No. 2004-1 for the period of July 1, 2014 to April 30, 2015 are summarized in the table below.

**Uses of Funds  
July 1, 2014 – April 30, 2015**

<b>Funds and Accounts</b>	<b>Amount</b>
Interest Payments	\$386,226.25
Principal Payments	\$115,000.00
Acquisition/Construction Payments	\$0.00
Administrative Expenses	\$1,934.50
Miscellaneous <sup>[1]</sup>	\$8,194.12
<b>Total</b>	<b>\$511,354.87</b>
[1] Miscellaneous Use of Funds in the amount of \$7,708.00 from the Special Tax Fund was due to reimbursement of funds to the School District to correct an erroneous posting. Miscellaneous Use of Funds in the amount of \$486.12 from the Special Tax Fund was due to reimbursement of overpaid Special Taxes to a taxpayer.	

**C. Fund and Account Balances**

The balances as of April 30, 2015 in the funds and accounts established pursuant to the Indenture are shown in the table below.

**Fund and Account Balances  
As of April 30, 2015**

<b>Funds and Accounts</b>	<b>Amount</b>
Acquisition and Construction Fund	\$0.00
Administrative Expense Account	\$222,784.84
Fire Facilities Subaccount	\$73,104.33
Interest Account	\$0.00
Letter of Credit Account <sup>[1]</sup>	\$1.00
Principal Account	\$0.00
Redemption Account	\$466.64
Reserve Fund	\$751,465.00
Special Tax Fund	\$207,252.42
Surplus Fund	\$150,000.00
Water Facilities Subaccount	\$105,889.60
<b>Total</b>	<b>\$1,510,963.83</b>
[1] \$1.00 represents the par value for the posted Letter of Credit.	

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### **III. Senate Bill 165 Compliance**

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The Board of Education ("Board") of the School District, pursuant to the provisions of the Local Agency Special Tax and Bond Accountability Act ("Accountability Act"), has directed the filing of the Special Tax and Bond Accountability Report for CFD No. 2004-1. According to SB 165, any local special tax and/or bond measure subject to voter approval on or after January 1, 2001, must follow the requirements of the Accountability Act. All capitalized terms herein are used as defined in the RMA of CFD No. 2004-1.

#### **A. Authorized Facilities**

Pursuant to the Mello Roos Community Facilities Act of 1982, as Amended ("Act"), CFD No. 2004-1 can only be used to fund the "Authorized Facilities" as outlined at the time of formation. As provided in the Resolution of Intention ("ROI"), authorized facilities include:

##### School Facilities:

School Facilities to be owned and operated by the Santa Ana Unified School District include, without limitation, classrooms, multi-purpose, administration and auxiliary space at a school, and interim housing, together with furniture, equipment and technology, needed by the Santa Ana Unified School District in order to mitigate the impact on school facilities of the student population to be generated as a result of the development of the property to be included within CFD No. 2004-1, together with all land or interests in land required for the construction of such School Facilities, and central support and administrative facilities, transportation and special education facilities, including any incidental school administration and transportation center improvements.

##### Non-School Facilities:

Non-School Facilities include water and sewer facilities to be owned and operated by the Irvine Ranch Water District, fire facilities to be owned and operated by Orange County Fire Authority, and all appurtenances and appurtenant work in connection with the Non-School Facilities.

##### Incidental Expenses:

Incidental Expenses include the cost of engineering, planning and designing the Facilities, and paying all costs associated with the creation of CFD No. 2004-1, the issuance of the Bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2004-1 and administering CFD No. 2004-1.

**B. Bond Proceeds**

In accordance with the Indenture by and between the School District and the Fiscal Agent, the proceeds of the Bonds of CFD No. 2004-1 were deposited into the funds and accounts shown in the table below.

**Initial Deposit of Bond Proceeds**

<b>Funds, Accounts and Subaccounts</b>	<b>Amount</b>
School Facilities Account of the Acquisition and Construction Fund	\$5,500,000.00
Fire Facilities Account of the Acquisition and Construction Fund	\$900,000.00
Costs of Issuance Account <sup>[1]</sup>	\$697,676.59
Water Facilities Account of the Acquisition and Construction Fund	\$2,410,000.00
Reserve Fund	\$1,032,282.90
Interest Account	\$0.00
Capitalized Interest Subaccount of the Interest Account	\$1,145,040.51
Special Tax Fund	\$0.00
Administrative Expense Fund	\$100,000.00
<b>Total <sup>[1]</sup></b>	<b>\$11,785,000.00</b>
[1] Total amount includes the Underwriter's Discount of \$223,915.00. However, the actual amount deposited in the Costs of Issuance Account was \$473,761.59.	

**C. Construction/Acquisition Accounts**

The tables below show the accruals and expenditures in the construction/acquisition accounts of CFD No. 2004-1 through April 30, 2015, for the construction of Authorized Facilities.

**Fire Facilities Account**

<b>Balance as of September 14, 2005</b>		<b>\$900,000.00</b>
Previously Accrued	\$63,788.46	
Previously Expended	(\$890,684.13)	
<b>Balance as of May 1, 2014</b>		<b>\$73,104.33</b>
Accruals		\$0.00
Expenditures		\$0.00
<b>Balance as of April 30, 2015</b>		<b>\$73,104.33</b>

**Water Facilities Account**

<b>Balance as of September 14, 2005</b>		<b>\$2,410,000.00</b>
Previously Accrued	\$244,009.78	
Previously Expended	(\$2,548,120.18)	
<b>Balance as of May 1, 2014</b>		<b>\$105,889.60</b>
Accruals		\$0.00
Expenditures		\$0.00
<b>Balance as of April 30, 2015</b>		<b>\$105,889.60</b>

#### D. Special Tax Fund

Each Fiscal Year, CFD No. 2004-1 will levy, collect, and expend Annual Special Taxes in an amount necessary to pay interest and principal to bondholders, cover Administrative Expenses, and fund school facilities necessary to serve students generated from residential units constructed within the boundaries of CFD No. 2004-1. The table below presents a detailed listing of the Annual Special Taxes collected and expended from September 14, 2005 through April 30, 2015.

#### Special Tax Fund

<b>Balance as of September 14, 2005</b>		<b>\$0.00</b>
<b>Previously Accrued</b>	<b>\$5,289,107.56</b>	
<b>Previously Expended</b>	<b>(\$4,848,531.50)</b>	
<b>Balance as of May 1, 2014</b>		<b>\$440,576.06</b>
<b>Accruals</b>		<b>\$472,963.11</b>
Special Tax Receipts	\$472,963.11	
<b>Expenditures</b>		<b>(\$706,286.75)</b>
Transfer to Administrative Expense Account	(\$46,866.38)	
Transfer to Interest Account	(\$386,226.25)	
Transfer to Principal Account	(\$115,000.00)	
Transfer to Surplus Fund	(\$150,000.00)	
Miscellaneous Expense <sup>[1]</sup>	(\$8,194.12)	
<b>Balance as of April 30, 2015</b>		<b>\$207,252.42</b>
<p>[1] Miscellaneous expense in the amount of \$7,708.00 was due to reimbursement of funds to the School District to correct an erroneous posting. Miscellaneous expense in the amount of \$486.12 was due to reimbursement of overpaid Special Taxes to a taxpayer.</p>		

#### Surplus Fund

<b>Balance as of September 14, 2005</b>		<b>\$0.00</b>
<b>Previously Accrued</b>	<b>\$375,000.00</b>	
<b>Previously Expended</b>	<b>(\$375,000.00)</b>	
<b>Balance as of May 1, 2014</b>		<b>\$0.00</b>
<b>Accruals</b>		<b>\$150,000.00</b>
Transfer from Special Tax Fund	(\$150,000.00)	
<b>Expenditures</b>		<b>(\$0.00)</b>
<b>Balance as of April 30, 2015</b>		<b>\$150,000.00</b>

#### Additional School Facilities Fund <sup>[1]</sup>

<b>Balance as of September 14, 2005</b>		<b>\$0.00</b>
<b>Previously Accrued</b>	<b>\$375,000.00</b>	
<b>Previously Expended</b>	<b>(\$225,000.00)</b>	
<b>Balance as of May 1, 2014</b>		<b>\$150,000.00</b>
<b>Accruals</b>		<b>\$0.00</b>
<b>Expenditures</b>		<b>(\$150,000.00)</b>
Administrative and Central Support Facilities	(\$150,000.00)	
<b>Balance as of April 30, 2015</b>		<b>\$0.00</b>
<p>[1] Account is held by the School District.</p>		

#### IV. Minimum Annual Special Tax Requirement

For Fiscal Year 2015/2016, the Minimum Annual Special Tax Requirement for CFD No. 2004-1, as calculated pursuant to the RMA, can be found in the table below.

**Minimum Annual Special Tax Requirement <sup>[1]</sup>  
For Fiscal Year 2015/2016**

<b>FY 2014/2015 Current and Projected Funds</b>		<b>\$435,702.92</b>
Balance of the Special Tax Fund (as of April 30, 2015)	\$207,252.42	
Projected Special Tax Receipts	\$228,450.50	
<b>FY 2014/2015 Remaining Obligations</b>		<b>\$434,663.65</b>
Interest Payment Due September 1, 2015	\$191,862.50	
Principal Payment Due September 1, 2015	\$120,000.00	
Administrative Expense Budget for Fiscal Year 2014/2015	\$47,801.15	
Additional School Facilities Budget for Fiscal Year 2014/2015	\$75,000.00	
<b>FY 2014/2015 Surplus/(Draw on Reserve)</b>		<b>\$1,039.27</b>
<b>FY 2015/2016 Obligations</b>		<b>\$656,561.99</b>
Interest Payment Due March 1, 2016	\$189,192.50	
Interest Payment Due September 1, 2016	\$189,192.50	
Principal Payment Due September 1, 2016	\$140,000.00	
Additional School Facilities Budget for Fiscal Year 2015/2016	\$75,000.00	
Administrative Expense Budget for Fiscal Year 2015/2016	\$48,757.17	
Anticipated Special Tax Delinquencies (2.22%)	\$14,419.82	
<b>Minimum Annual Special Tax Requirement</b>		<b>\$655,522.72</b>
[1] Preliminary, subject to change. CFD No. 2004-1 is currently in process of refunding the 2005 Special Tax Bonds. When the refunding bonds are issued, the debt service obligation will be adjusted based on the debt service of the refunding bonds.		

## V. Development Summary

Each Fiscal Year, the School District calculates the Annual Special Taxes to be levied against Taxable Property within CFD No. 2004-1. Taxable Property is classified based on the issuance of a Building Permit. Specifically, Developed Property means, for any Fiscal Year, all Assessor's Parcels in CFD No. 2004-1 for which a Building Permit has been issued as of May 1 of the previous Fiscal Year, provided that the Assessor's Parcel was created prior to January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot. The table below summarizes the Special Tax classification within CFD No. 2004-1 for the previous Fiscal Year and Fiscal Year 2015/2016.

### Special Tax Classification

Unit Type	Tax Class	Building Square Footage	Previous Fiscal Year	Fiscal Year 2015/2016
<b>Developed Property</b>				
Market Rate	1	< 1,250	182 Units <sup>[1]</sup>	182 Units
Market Rate	2	1,251 - 1,500	54 Units <sup>[1]</sup>	54 Units
Market Rate	3	1,501 - 1,750	115 Units <sup>[1]</sup>	113 Units <sup>[2]</sup>
Market Rate	4	1,751 - 2,000	133 Units	135 Units <sup>[2]</sup>
Market Rate	5	> 2,000	123 Units	123 Units
Affordable	A	NA	0 Units	0 Units
Commercial Property	C	NA	0.00 SF	0.00 SF
<i>Developed Property Subtotal</i>			<i>607 Units</i>	<i>607 Units</i>
<b>Undeveloped Property</b>				
Planning Area No. 1			1.00 Acres	1.00 Acres
Planning Area No. 2			4.44 Acres	4.44 Acres
Planning Area No. 3			3.91 Acres	3.91 Acres
Planning Area No. 4			0.00 Acres	0.00 Acres
Planning Area No. 5			2.27 Acres	2.27 Acres
<i>Undeveloped Property Subtotal</i>			<i>11.61 Acres</i>	<i>11.61 Acres</i>
<b>Total</b>			<b>607 Units <sup>[1]</sup></b>	<b>607 Units</b>
[1] Two hundred forty (240) Units prepaid their Special Tax obligation and were removed from the Fiscal Year 2014/2015 Special Tax levy. Please see Exhibit C for a listing of these prepaid parcels.				
[2] Two (2) parcels have changed its tax class as a result of building permit re-issuance for Fiscal Year 2015/2016.				

## VI. Fiscal Year 2015/2016 Levy Summary

The Special Tax rates of CFD No. 2004-1 needed to meet the Minimum Annual Special Tax Requirement for Fiscal Year 2015/2016 are shown in the table below. The Special Tax roll, which lists the actual Special Tax levied against each Assessor's Parcel, is included as Exhibit D. For a more detailed explanation of the methodology used to apportion the Minimum Annual Special Tax Requirement among Developed Property and Undeveloped Property, please see the RMA.

### Annual Special Tax Rates For Fiscal Year 2015/2016

Unit Type	Tax Class	Building Square Footage	Number of Units/Acres	Assigned Annual Special Tax Rate	Total Assigned Annual Special Taxes
<b>Developed Property</b>					
Market Rate	1	< 1,250	182 Units	\$658.12 per Unit	\$119,777.84
Market Rate	2	1,251 - 1,500	54 Units	\$825.62 per Unit	\$44,583.48
Market Rate	3	1,501 - 1,750	113 Units <sup>[2]</sup>	\$960.00 per Unit	\$108,480.00
Market Rate	4	1,751 - 2,000	135 Units <sup>[2]</sup>	\$1,174.00 per Unit	\$158,490.00
Market Rate	5	> 2,000	123 Units	\$1,387.98 per Unit	\$170,721.54
Affordable	A	NA	0 Units	\$0.00 per Unit	\$0.00
Commercial Property	C	NA	0.00 SF	\$0.00 per SF	\$0.00
<i>Developed Property Subtotal</i>			<i>607 Units</i>	<i>NA</i>	<i>\$602,052.86</i>
<b>Undeveloped Property</b>					
Planning Area No. 1			1.00 Acres	\$11,795.40 per Acre	\$11,748.34
Planning Area No. 2			4.44 Acres	\$5,973.21 per Acre	\$26,526.28
Planning Area No. 3			3.91 Acres	\$3,272.91 per Acre	\$12,790.10
Planning Area No. 4			0.00 Acres	\$0.00 per Acre	\$0.00
Planning Area No. 5			2.27 Acres	\$1,062.00 per Acre	\$2,405.14
<i>Undeveloped Property Subtotal</i>			<i>11.61 Acres <sup>[1]</sup></i>	<i>NA</i>	<i>\$53,469.86</i>
<b>Total</b>					<b>\$655,522.72</b>
[1] Acreage is rounded to the nearest hundredth.					

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**Exhibit A**

**First Amended Rate and Method of Apportionment**

**FIRST AMENDED  
RATE AND METHOD OF APPORTIONMENT FOR  
COMMUNITY FACILITIES DISTRICT NO. 2004-1  
OF SANTA ANA UNIFIED SCHOOL DISTRICT**

The following sets forth the First Amended Rate and Method of Apportionment ("RMA") for the levy and collection of Special Taxes by Community Facilities District No. 2004-1 ("CFD No. 2004-1") of the Santa Ana Unified School District ("School District"). A Special Tax shall be levied on and collected in CFD No. 2004-1 each Fiscal Year in an amount determined through the application of the RMA described below. All of the real property in CFD No. 2004-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**SECTION A  
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or as calculated from the applicable Assessor's Parcel Map by the Board.

**"Act"** means the Mello-Roos Communities Facilities Act of 1982, as amended, being Chapter 2.5, of Division 2 of Title 5 of the Government Code of the State of California.

**"Additional School Facilities"** shall have the meaning ascribed to it in the Impact Mitigation Agreement Related to Proposed Community Facilities District No. 2004-1 by and between the School District and KFPLB Michelson Jamboree LLC, dated September 1, 2004.

**"Administrative Expenses"** means any ordinary and necessary expense incurred by the School District on behalf of CFD No. 2004-1 related to the determination of the amount of the levy of Special Taxes, the collection of Special Taxes including the expenses of collecting delinquencies, the administration of Bonds, the payment of salaries and benefits of any School District employee to the extent duties are directly related to the administration of CFD No. 2004-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2004-1.

**"Affordable Unit"** means one of not more than 69 Units that are subject to deed restrictions, resale restrictions, and/or regulatory agreement in favor of the City or County providing for affordable housing. The first 69 Units which meet the criteria of the preceding sentence and for which Residential Building Permits are issued will be designated permanently and irrevocably as Affordable Units.

**"Annual Special Tax"** means the Special Tax actually levied in any Fiscal Year on any Assessor's Parcel.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2004-1.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means that number assigned to an Assessor's Parcel by the County for purposes of identification.

**"Assigned Annual Special Tax"** means the Special Tax of that name described in Section D.

**"Backup Annual Special Tax"** means the Special Tax of that name described in Section E.

**"Board"** means the School Board of Santa Ana Unified School District, or its designee, acting as the Legislative Body of CFD No. 2004-1.

**"Bonds"** means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Taxes have been pledged.

**"Bond Index"** means the national Bond Buyer Revenue Index, commonly referenced as the 25-Bond Revenue Index. In the event the Bond Index ceases to be published, the index used shall be based on a comparable index for revenue bonds maturity in 30 year with an average rating equivalent to Moody's A1 and/or S&P's A-plus, a reasonably determined by the Board.

**"Bond Yield"** means the weighted average yield on all outstanding series of Bonds, for purposes of this calculation the yield of the Bonds shall be the yield calculated at the time such Bonds are issued, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended for the purpose of the Non-Arbitrage Certificate or other similar bond issuance document.

**"Building Square Footage"** or **"BSF"** means the square footage of assessable internal living space of a Unit, exclusive of any carports, walkways, garages, overhangs, patios, enclosed patios, internal hallways or detached accessory structure, as determined by reference to the Residential Building Permit for such Unit.

**"Calendar Year"** means the period commencing January 1 of any year and ending the following December 31.

**"CFD No. 2004-1"** means Community Facilities District No. 2004-1 of the Santa Ana Unified School District established under the Act.

**"City"** means the City of Irvine.

**"Commercial Building Permit"** means a permit for the construction of commercial square footage issued by the City, or another public agency in the event the City no longer issues said permits for the construction of commercial square footage within CFD No. 2004-1. For the purposes of this definition, "Commercial Building Permit" shall not include permits for construction or installation of residential structures.

**"Commercial Lot"** means an individual legal lot created by a Final Map for which a Commercial Building Permit could be issued.

**"Commercial Property"** means all Assessor's Parcels of Taxable Property for which Commercial Building Permits were issued on or before May 1 of the prior Fiscal Year provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year.

**"Commercial Square Footage"** means the square footage of commercial space associated with a Assessor's Parcel of Commercial Property as determined by reference to the Commercial Building Permit(s) for such Assessor's Parcel.

**"County"** means the County of Orange.

**"Exempt Property"** means all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section J.

**"Final Map"** means a condominium map, final tract map, parcel map, lot line adjustment, or functionally equivalent map or instrument that creates building sites, recorded in the County Office of the Recorder.

**"Fiscal Year"** means the period commencing on July 1 of any year and ending the following June 30.

**"Market Rate Unit"** means any Unit which is not an Affordable Unit.

**"Maximum Annual Special Tax"** means the Special Tax of that name as described in Section C.

**"Minimum Annual Special Tax Requirement"** means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds including but not limited to, credit enhancement and rebate payments on the Bonds, (ii) Administrative Expenses of CFD No. 2004-1, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, and (v) any amounts required for construction of Additional School Facilities less (vi) any amount available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond indenture, fiscal agent agreement, or trust agreement. In arriving at the Minimum Annual Special Tax requirement the Board shall take into account the reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year.

**"Minimum Taxable Acreage"** means the applicable Acreage classified as Taxable Property as determined pursuant to Section K.

**"Partial Prepayment Amount"** means the amount required to prepay a portion of the Annual Special Tax obligation for an Assessor's Parcel as described in Section H.

**"Planning Area"** means the areas identified as a Planning Area and illustrated in Section M.

**"Planning Area No. 1 "** means all property located within the area identified as Planning Area No. 1 in Section M, subject to interpretation by the Board.

**"Planning Area No. 2 "** means all property located within the area identified as Planning Area No. 2 in Section M, subject to interpretation by the Board.

**"Planning Area No. 3 "** means all property located within the area identified as Planning Area No.

3 in Section M, subject to interpretation by the Board.

**"Planning Area No. 4 "** means all property located within the area identified as Planning Area No. 4 in Section M, subject to interpretation by the Board.

**"Planning Area No. 5 "** means all property located within the area identified as Planning Area No. 5 in Section M, subject to interpretation by the Board.

**"Prepayment Administrative Fees"** means any fees or expenses of the School District or CFD No. 2004-1 associated with the prepayment of the Special Tax obligation of an Assessor's Parcel. Prepayment Administrative Fees shall include among other things the cost of computing the Prepayment Amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption of Bonds.

**"Prepayment Amount"** means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section G.

**"Present Value of Taxes"** means for any Assessor's Parcel the present value of (i) the unpaid portion, if any, of the Special Tax applicable to such Assessor's Parcel in the current Fiscal Year and (ii) the Annual Special Taxes expected to be levied on such Assessor's Parcel in each remaining Fiscal Year, as determined by the Board, until the termination date specified in Section I. The discount rate used for this calculation shall be equal to the (i) Bond Yield after Bond issuance or (ii) most recently published Bond Index prior to Bond issuance.

**"Proportionately"** means that the ratio of the actual Annual Special Tax levy to the applicable Assigned Annual Special Tax is equal for all applicable Assessor's Parcels.

**"Reserve Fund Credit"** means an amount equal to the reduction in the applicable reserve fund requirement(s) resulting from the redemption of Bonds with the Prepayment Amount. In no event shall a Reserve Fund Credit be given, if at the time the Prepayment Amount is calculated the reserve fund balance is below the applicable reserve fund requirement.

**"Residential Building Permit"** means a permit for the construction of one or more Units issued by the City, or another public agency in the event the City no longer issues said permits for the construction of Units within CFD No. 2004-1. For purposes of this definition, "Residential Building Permit" shall not include permits for construction or installation of parking structures, retaining walls, utility improvements, or other such improvements not intended for human habitation.

**"Residential Lot"** means an individual legal lot created by a Final Map for which a Residential Building Permit could be issued.

**"Residential Property"** means all Assessor's Parcels of Taxable Property for which Residential Building Permits were issued on or before May 1 of the prior Fiscal Year, provided that such Assessor's Parcels were created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Residential Lot, as determined reasonably by the Board.

**"School District"** means the Santa Ana Unified School District, or subsequent school district.

**"Special Tax"** means any of the special taxes authorized to be levied by CFD No. 2004-1 pursuant to the Act.

**"Taxable Property"** means all Assessor's Parcels that are not Exempt Property.

**"Undeveloped Property"** means all Assessor's Parcels of Taxable Property that are not Residential Property or Commercial Property.

**"Unit"** means each separate residential unit that comprises an independent facility capable of conveyance separate from adjacent residential units.

## **SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS**

Each Fiscal Year, beginning with Fiscal Year 2004-05, each Assessor's Parcel shall be assigned to a Planning Area. Each Assessor's Parcel shall be classified as Exempt Property or Taxable Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property, Commercial Property or Undeveloped Property. Residential Property shall be further classified based on the Building Square Footage of the Unit. The classification of Exempt Property within each Planning Area shall be done taking into consideration the Minimum Taxable Acreage for such Planning Area, as determined pursuant to Section J.

## **SECTION C MAXIMUM ANNUAL SPECIAL TAXES**

### **1. Residential Property**

The Maximum Annual Special Tax for each Assessor's Parcel classified as Residential Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Annual Special Tax or (ii) the application of the Backup Annual Special Tax.

### **2. Commercial Property**

The Maximum Annual Special Tax for each Assessor's Parcel classified as Commercial Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Annual Special Tax or (ii) the application of the Backup Annual Special Tax.

### **3. Undeveloped Property**

The Maximum Annual Special Tax for each Assessor's Parcel classified as Undeveloped Property in any Fiscal Year shall be the amount determined by the application of the Assigned Annual Special Tax.

**SECTION D  
ASSIGNED ANNUAL SPECIAL TAXES**

**1. Residential Property**

The Assigned Annual Special Tax applicable to an Assessor's Parcel classified as Residential Property in Fiscal Year 2004-05 shall be determined by reference to Table 1 according to the Building Square Footage of the Unit(s).

**TABLE 1**

**ASSIGNED ANNUAL SPECIAL TAX FOR  
DEVELOPED RESIDENTIAL PROPERTY  
FISCAL YEAR 2004-05**

Unit Type	BSF	Assigned Annual Special Tax
Market Rate Unit	< 1,250	\$529.31 per Unit
Market Rate Unit	1,251 – 1,500	\$664.02 per Unit
Market Rate Unit	1,501 – 1,750	\$772.10 per Unit
Market Rate Unit	1,751 – 2,000	\$944.21 per Unit
Market Rate Unit	> 2,000	\$1,116.31 per Unit

Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Residential Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

**2. Commercial Property**

The Assigned Annual Special Tax rate for an Assessor's Parcel of Commercial Property in Fiscal Year 2004-05 shall be \$0.29 per Square Foot of Commercial Square Footage. Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Commercial Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**3. Undeveloped Property**

The Assigned Annual Special Tax rate for an Assessor's Parcel of Undeveloped Property in Fiscal Year 2004-05 shall be the amount per acre of Acreage (prorated with respect to partial acres) determined by reference to Table 2 based on the location of the Assessor's Parcel.

**TABLE 2**

**ASSIGNED ANNUAL SPECIAL TAX FOR  
UNDEVELOPED PROPERTY  
FISCAL YEAR 2004-05**

<b>Location</b>	<b>Assigned Annual Special Tax</b>
Planning Area No. 1	\$85,221.65 per acre
Planning Area No. 2	\$43,156.36 per acre
Planning Area No. 3	\$23,646.72 per acre
Planning Area No. 4	\$24,699.65 per acre
Planning Area No. 5	\$7,672.97per acre

Each July 1, commencing July 1, 2005, the Assigned Annual Special Tax for each Assessor's Parcel of Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

**SECTION E  
BACKUP ANNUAL SPECIAL TAXES**

Each Fiscal Year, each Assessor's Parcel of Residential Property or Commercial Property within each Planning Area shall be subject to a Backup Annual Special Tax. In each Fiscal Year, the Backup Annual Special Tax rate for Residential Property or Commercial Property within the Planning Area shall be the rate per Residential Lot or Commercial Lot calculated according to the following formula:

$$B = (Z \times A) / L$$

The terms above have the following meanings:

- B = Backup Annual Special Tax per Residential Lot or acre of Acreage of Commercial Lots within the applicable Planning Area for the applicable Fiscal Year
- Z = Assigned Annual Special Tax per acre of Acreage of Undeveloped Property for the applicable Planning Area for the applicable Fiscal Year
- A = Acreage of Taxable Property expected to exist in the applicable Planning Area, based on the Final Map at build-out, as determined by the Board pursuant to Section J
- L = Number of Residential Lots or acres of Acreage of Commercial Lots in the applicable Planning Area, based on the Final Map.

Notwithstanding the foregoing, if all or any portion of the Final Map(s) applicable to a Planning Area described in the preceding paragraph is subsequently changed or modified, then the Backup Annual Special Tax for each Assessor's Parcel of Residential Property or Commercial Property in



each Planning Area affected by such Final Map that is changed or modified shall be a rate per square foot of Acreage calculated as follows:

1. Determine the total Backup Annual Special Taxes anticipated to apply to the Planning Area affected by the changed or modified Final Map prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the Acreage of Residential Property or Commercial Property which is ultimately expected to exist in such Planning Area, as reasonably determined by the Board.
3. The result of paragraph 2 above shall be divided by 43,560. The result is the Backup Annual Special Tax per square foot of Acreage, which shall be applicable to Assessor's Parcels of Residential Property or Commercial Property in such Planning Area.

Each July 1, commencing with the July 1 following the Fiscal Year in which the preceding calculation is performed, the Backup Annual Special Tax per square foot of Acreage calculated in step 3 above shall be increased by two percent (2.00%) of the amount in effect the prior Fiscal Year.

## **SECTION F**

### **METHOD OF APPORTIONMENT OF THE ANNUAL SPECIAL TAX**

Commencing Fiscal Year 2004-05, and for each subsequent Fiscal Year, the Board shall levy Annual Special Taxes as follows:

- Step One: The Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property up to an amount equal to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.
- Step Two: If the sum of the amounts collected in step one is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall levy Proportionately an Annual Special Tax on each Assessor's Parcel of Undeveloped Property, up to the Assigned Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.
- Step Three: If the sum of the amounts collected in steps one and two is insufficient to satisfy the Minimum Annual Special Tax Requirement, then the Board shall additionally levy Proportionately an Annual Special Tax on each Assessor's Parcel of Residential Property and Commercial Property, up to the Maximum Annual Special Tax applicable to each such Assessor's Parcel, to satisfy the Minimum Annual Special Tax Requirement.

**SECTION G**  
**PREPAYMENT OF ANNUAL SPECIAL TAXES**

The Annual Special Tax obligation of an Assessor's Parcel of Residential Property; or an Assessor's Parcel of Commercial Property, or an Assessor's Parcel of Undeveloped Property for which a Residential Building Permit or Commercial Building Permit has been issued may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Annual Special Tax obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Annual Special Tax obligation shall provide CFD No. 2004-1 with written notice of intent to prepay. Within thirty (30) days of receipt of such written notice, the Board shall reasonably determine the Prepayment Amount of such Assessor's Parcel and shall notify such owner of such Prepayment Amount. The Prepayment Amount shall be calculated according to the following formula:

$$P = PVT - RFC + PAF$$

The terms above have the following meanings:

P	=	Prepayment Amount
PVT	=	Present Value of Taxes
RFC	=	Reserve Fund Credit
PAF	=	Prepayment Administrative Fees

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Annual Special Taxes that may be levied on Taxable Property, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Board. Such determination shall include identifying all Assessor's Parcels that are expected to become Exempt Property.

With respect to any Assessor's Parcel that is prepaid, the Board shall indicate in the records of CFD No. 2004-1 that there has been a prepayment of the Annual Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the prepayment of the Annual Special Tax obligation and the release of the Annual Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such Annual Special Tax shall cease.

**SECTION H**  
**PARTIAL PREPAYMENT OF ANNUAL SPECIAL TAXES**

The Annual Special Tax obligation of an Assessor's Parcel may be partially prepaid at the times and under the conditions set forth in this section, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Annual Special Tax obligation would be prepaid.

**1. Partial Prepayment Times and Conditions**

Prior to the issuance of the first Residential Building Permit or Commercial Building Permit for a Lot within a Final Map, the owner of no less than all the Taxable Property within such Final Map may elect in writing to the Board to prepay a portion of the Annual Special Tax obligations for all the Assessor's Parcels within such Final Map, as calculated in Section H.2. below. The partial prepayment of each Annual Special Tax obligation shall be collected for all Assessor's Parcels prior to the issuance of the first Residential Building Permit or Commercial Building Permit with respect to such Final Map.

**2. Partial Prepayment Amount**

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_G \times F$$

The terms above have the following meanings:

- PP = the Partial Prepayment Amount
- P<sub>G</sub> = the Prepayment Amount calculated according to Section G
- F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Annual Special Tax obligation

**3. Partial Prepayment Procedures and Limitations**

With respect to any Assessor's Parcel that is partially prepaid, the Board shall indicate in the records of CFD No. 2004-1 that there has been a partial prepayment of the Annual Special Tax obligation and shall cause a suitable notice to be recorded in compliance with the Act to indicate the partial prepayment of the Annual Special Tax obligation and the partial release of the Annual Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Annual Special Tax shall cease. Additionally, the notice shall indicate that the Assigned Annual Special Tax and the Backup Annual Special Tax if applicable for the Assessor's Parcel has been reduced by an amount equal to the percentage which was partially prepaid.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Annual Special Taxes that may be levied on Taxable Property after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently outstanding Bonds in each future Fiscal Year and such partial prepayment will not impair the security of all currently outstanding Bonds, as reasonably determined by the Board. Such determination shall include identifying all Assessor's Parcels that are expected to become Exempt Property.

**SECTION I  
TERMINATION OF SPECIAL TAX**

Annual Special Taxes shall be levied for a period of thirty (30) Fiscal Years after the last series of Bonds has been issued, as determined by the Board, provided that Annual Special Taxes shall not be levied after Fiscal Year 2045-46.

**SECTION J  
A-10**

## **EXEMPTIONS**

The Board shall classify as Exempt Property (i) Assessor's Parcels owned by the State of California, Federal or other local governments, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcel on which a Affordable Unit is constructed and (vi) any other Assessor's Parcels at the reasonable discretion of the Board. The Board shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the sum of all Taxable Property to less than the Minimum Taxable Acreage. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than the Minimum Taxable Acreage will continue to be classified as Residential Property, Commercial Property, or Undeveloped Property, as applicable, and will continue to be subject to Special Taxes accordingly. The Minimum Taxable Acreage for each Planning Area of CFD No. 2004-1 shall be the amount determined by reference to Table 3 below.

**TABLE 3**

### **MINIMUM TAXABLE ACREAGE**

<b>Location</b>	<b>Minimum Taxable Acreage</b>
Planning Area No. 1	1.68 acres of Acreage
Planning Area No. 2	8.25 acres of Acreage
Planning Area No. 3	4.63 acres of Acreage
Planning Area No. 4	7.70 acres of Acreage
Planning Area No. 5	3.73 acres of Acreage

## **SECTION K APPEALS**

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Board not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2004-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made (except for the last year of levy), but an adjustment shall be made to the Annual Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) as the representative's decision shall indicate.

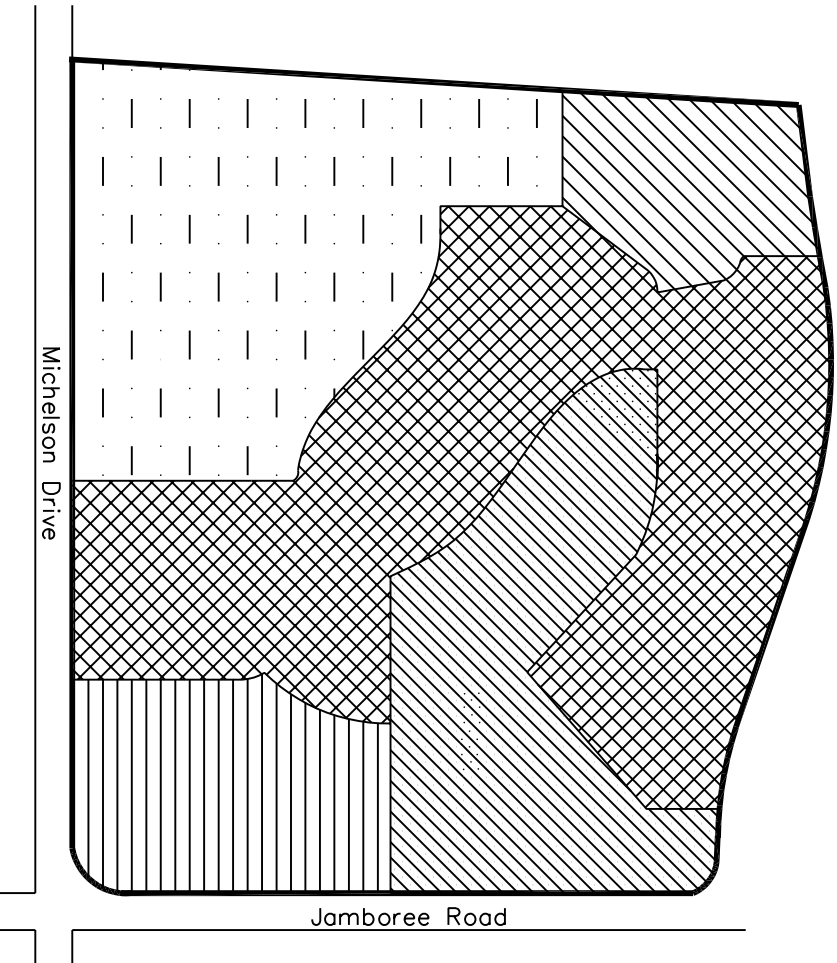
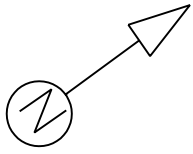
**SECTION L  
MANNER OF COLLECTION**

The Annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2004-1 may collect Annual Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

**SECTION M  
MAP OF PLANNING AREAS  
(Attached hereto)**

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# SECTION M MAP OF PLANNING AREAS



**LEGEND**

- Boundaries of Community Facilities District No. 2004-1
- Planning Area 1
- Planning Area 2
- Planning Area 3
- Planning Area 4
- Planning Area 5

PREPARED BY  
DAVID TAUSSIG & ASSOCIATES, INC.

**Exhibit B**

**Summary of Transactions for Funds and Accounts**

## SOURCES AND USES OF FUNDS

Jul 1 2014 - Apr 30 2015

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$177,852.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,934.50)	\$0.00	(\$1,934.50)	\$46,866.38	\$222,784.84
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$386,226.25)	\$0.00	\$0.00	\$0.00	\$0.00	(\$386,226.25)	\$386,226.25	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$115,000.00)	\$0.00	\$0.00	\$0.00	(\$115,000.00)	\$115,000.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$512,256.45	\$401,282.72	\$0.00	\$0.00	\$401,282.72	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,194.12)	(\$8,194.12)	(\$698,092.63)	\$207,252.42
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,621,035.98</b>	<b>\$401,282.72</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$401,282.72</b>	<b>(\$386,226.25)</b>	<b>(\$115,000.00)</b>	<b>\$0.00</b>	<b>(\$1,934.50)</b>	<b>(\$8,194.12)</b>	<b>(\$511,354.87)</b>	<b>\$0.00</b>	<b>\$1,510,963.83</b>

Miscellaneous Uses of Funds in the amount of \$7,708.00 was transferred from Santa Ana USD due to returning funds to the district for wrong posting to account on 7/7/2014.

Miscellaneous Uses of Funds in the amount of \$486.12 was transferred from the Special Tax Fund due reimbursement of overpaid Fiscal Year 2012/2013 Special Taxes.

\$46,866.38 in Special Taxes was transferred from the Special Tax Fund to Administrative Expense Fund to meet the annual administrative expense requirement pursuant to the Fiscal Agent Agreement.

\$194,363.75 was paid in Interest from the Interest Account for the September debt service obligation.

\$191,862.50 was paid in Interest from the Interest Account for the March debt service obligation.

\$115,000.00 was paid in Principal from the Principal Account for the September debt service obligation.





# SOURCES AND USES OF FUNDS

07/01/2014

Santa Ana Unified School District  
 Community Facilities District No. 2004-1  
 06059008201

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/Construction Payments	Legal/Consulting/Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$177,852.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,852.96
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$512,256.45	\$18,904.13	\$0.00	\$0.00	\$18,904.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$531,160.58
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,621,035.98</b>	<b>\$18,904.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,904.13</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,639,940.11</b>



# SOURCES AND USES OF FUNDS

08/01/2014

Santa Ana Unified School District  
 Community Facilities District No. 2004-1  
 06059008201

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/Construction Payments	Legal/Consulting/Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$177,852.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,852.96
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$531,160.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$531,160.58
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,639,940.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,639,940.11</b>

## SOURCES AND USES OF FUNDS

09/01/2014

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$177,852.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177,852.96
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$194,363.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$194,363.75)	\$194,363.75	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$115,000.00)	\$0.00	\$0.00	\$0.00	(\$115,000.00)	\$115,000.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$531,160.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$309,363.75)	\$221,796.83
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,639,940.11</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$194,363.75)</b>	<b>(\$115,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$309,363.75)</b>	<b>\$0.00</b>	<b>\$1,330,576.36</b>

\$194,363.75 was paid in Interest from the Interest Account for the September debt service obligation.

\$115,000.00 was paid in Principal from the Principal Account for the September debt service obligation.

## SOURCES AND USES OF FUNDS

10/01/2014

Account Name	SOURCES				USES							Transfer	Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses			
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$177,852.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,934.50)	\$0.00	(\$1,934.50)	\$0.00	\$175,918.46	
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33	
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64	
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00	
Special Tax Fund	\$221,796.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$486.12)	(\$486.12)	\$0.00	\$221,310.71	
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60	
<b>Total:</b>	<b>\$1,330,576.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,934.50)</b>	<b>(\$486.12)</b>	<b>(\$2,420.62)</b>	<b>\$0.00</b>	<b>\$1,328,155.74</b>	

Miscellaneous Uses of Funds in the amount of \$486.12 was transferred from the Special Tax Fund due reimbursement of overpaid Fiscal Year 2012/2013 Special Taxes.

## SOURCES AND USES OF FUNDS

11/01/2014

Account Name	SOURCES				USES							Transfer	Ending Balance
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$175,918.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,918.46
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$221,310.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$221,310.71
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,328,155.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,328,155.74</b>

## SOURCES AND USES OF FUNDS

12/01/2014

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$175,918.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,918.46
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$221,310.71	\$113,190.50	\$0.00	\$0.00	\$113,190.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$334,501.21
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,328,155.74</b>	<b>\$113,190.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$113,190.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,441,346.24</b>



## SOURCES AND USES OF FUNDS

01/01/2015

Santa Ana Unified School District  
Community Facilities District No. 2004-1  
06059008201

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$175,918.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,866.38	\$222,784.84
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$334,501.21	\$219,214.81	\$0.00	\$0.00	\$219,214.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$196,866.38)	\$356,849.64
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	\$150,000.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,441,346.24</b>	<b>\$219,214.81</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$219,214.81</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,660,561.05</b>

\$46,866.38 in Special Taxes was transferred from the Special Tax Fund to Administrative Expense Fund to meet the annual administrative expense requirement pursuant to the Fiscal Agent Agreement.

## SOURCES AND USES OF FUNDS

02/01/2015

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$222,784.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$222,784.84
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$191,862.50	\$191,862.50
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$356,849.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,708.00)	(\$7,708.00)	(\$191,862.50)	\$157,279.14
Surplus Fund	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,660,561.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$7,708.00)</b>	<b>(\$7,708.00)</b>	<b>\$1,652,853.05</b>

Miscellaneous Uses of Funds in the amount of \$7,708.00 was transferred from Santa Ana USD due to returning funds to the district for wrong posting to account on 7/7/2014.



## SOURCES AND USES OF FUNDS

03/01/2015

Account Name	SOURCES				USES							Ending Balance	
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/ Construction Payments	Legal/ Consulting/ Services	Miscellaneous	Total Uses		Transfer
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$222,784.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$222,784.84
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$191,862.50	\$0.00	\$0.00	\$0.00	\$0.00	(\$191,862.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$191,862.50)	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$157,279.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$157,279.14
Surplus Fund	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	<b>\$1,652,853.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$191,862.50)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$191,862.50)</b>	<b>\$0.00</b>	<b>\$1,460,990.55</b>

\$191,862.50 was paid in Interest from the Interest Account for the March debt service obligation.



# SOURCES AND USES OF FUNDS

04/01/2015

Santa Ana Unified School District  
Community Facilities District No. 2004-1  
06059008201

Account Name	SOURCES				USES							Transfer	Ending Balance
	Beginning Balance	Special Tax Receipts	Investment Earnings	Miscellaneous	Total Sources	Interest Payments	Principal Payments	Acquisition/Construction Payments	Legal/Consulting/Services	Miscellaneous	Total Uses		
Acquisition and Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Expense Account	\$222,784.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$222,784.84
Fire Facilities Subaccount	\$73,104.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,104.33
Interest Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Letter of Credit	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00
Principal Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Redemption Account	\$466.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$466.64
Reserve Fund	\$751,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$751,465.00
Special Tax Fund	\$157,279.14	\$49,973.28	\$0.00	\$0.00	\$49,973.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,252.42
Surplus Fund	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
Water Facilities Subaccount	\$105,889.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,889.60
<b>Total:</b>	\$1,460,990.55	\$49,973.28	\$0.00	\$0.00	\$49,973.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,510,963.83

**Exhibit C**

**Prepaid Assessor's Parcels  
In Fiscal Year 2014/2015**

**Santa Ana Unified School District  
CFD No. 2004-1  
Prepaid Assessor's Parcels in Fiscal Year 2014/2015**

Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	400	16590	7	1	A	301	\$793.56
934	5	401	16590	7	1	A	302	\$793.56
934	5	402	16590	7	1	A	303	\$1,128.41
934	5	403	16590	7	1	A	304	\$793.56
934	5	404	16590	7	1	A	305	\$1,128.41
934	5	405	16590	7	1	A	306	\$922.73
934	5	406	16590	7	1	A	307	\$793.56
934	5	407	16590	7	1	A	308	\$793.56
934	5	408	16590	7	1	A	401	\$793.56
934	5	409	16590	7	1	A	402	\$793.56
934	5	410	16590	7	1	A	403	\$1,128.41
934	5	411	16590	7	1	A	404	\$922.73
934	5	412	16590	7	1	A	405	\$1,128.41
934	5	413	16590	7	1	A	406	\$922.73
934	5	414	16590	7	1	A	407	\$793.56
934	5	415	16590	7	1	A	408	\$793.56
934	5	416	16590	7	1	A	501	\$793.56
934	5	417	16590	7	1	A	502	\$793.56
934	5	418	16590	7	1	A	503	\$1,128.41
934	5	419	16590	7	1	A	504	\$922.73
934	5	420	16590	7	1	A	505	\$1,128.41
934	5	421	16590	7	1	A	506	\$922.73
934	5	422	16590	7	1	A	507	\$793.56
934	5	423	16590	7	1	A	508	\$793.56
934	5	424	16590	7	1	A	601	\$793.56
934	5	425	16590	7	1	A	602	\$793.56
934	5	426	16590	7	1	A	603	\$1,128.41
934	5	427	16590	7	1	A	604	\$922.73
934	5	428	16590	7	1	A	605	\$1,128.41
934	5	429	16590	7	1	A	606	\$922.73
934	5	430	16590	7	1	A	607	\$793.56
934	5	431	16590	7	1	A	608	\$793.56
934	5	432	16590	7	1	A	701	\$793.56
934	5	433	16590	7	1	A	702	\$793.56
934	5	434	16590	7	1	A	703	\$1,128.41
934	5	435	16590	7	1	A	704	\$922.73
934	5	436	16590	7	1	A	705	\$1,128.41
934	5	437	16590	7	1	A	706	\$922.73

Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	438	16590	7	1	A	707	\$793.56
934	5	439	16590	7	1	A	708	\$793.56
934	5	440	16590	7	1	A	801	\$793.56
934	5	441	16590	7	1	A	802	\$793.56
934	5	442	16590	7	1	A	803	\$1,128.41
934	5	443	16590	7	1	A	804	\$922.73
934	5	444	16590	7	1	A	805	\$1,128.41
934	5	445	16590	7	1	A	806	\$922.73
934	5	446	16590	7	1	A	807	\$793.56
934	5	447	16590	7	1	A	808	\$793.56
934	5	448	16590	7	1	A	901	\$793.56
934	5	449	16590	7	1	A	902	\$793.56
934	5	450	16590	7	1	A	903	\$1,128.41
934	5	451	16590	7	1	A	904	\$922.73
934	5	452	16590	7	1	A	905	\$1,128.41
934	5	453	16590	7	1	A	906	\$922.73
934	5	454	16590	7	1	A	907	\$793.56
934	5	455	16590	7	1	A	908	\$793.56
934	5	456	16590	7	1	A	1001	\$793.56
934	5	457	16590	7	1	A	1002	\$793.56
934	5	458	16590	7	1	A	1003	\$1,128.41
934	5	459	16590	7	1	A	1004	\$922.73
934	5	460	16590	7	1	A	1005	\$1,128.41
934	5	461	16590	7	1	A	1006	\$922.73
934	5	462	16590	7	1	A	1007	\$793.56
934	5	463	16590	7	1	A	1008	\$793.56
934	5	464	16590	7	1	A	1101	\$793.56
934	5	465	16590	7	1	A	1102	\$793.56
934	5	466	16590	7	1	A	1103	\$1,128.41
934	5	467	16590	7	1	A	1104	\$922.73
934	5	468	16590	7	1	A	1105	\$1,128.41
934	5	469	16590	7	1	A	1106	\$922.73
934	5	470	16590	7	1	A	1107	\$793.56
934	5	471	16590	7	1	A	1108	\$793.56
934	5	472	16590	7	1	A	1201	\$793.56
934	5	473	16590	7	1	A	1202	\$793.56
934	5	474	16590	7	1	A	1203	\$1,128.41
934	5	475	16590	7	1	A	1204	\$922.73
934	5	476	16590	7	1	A	1205	\$1,128.41
934	5	477	16590	7	1	A	1206	\$922.73
934	5	478	16590	7	1	A	1207	\$793.56
934	5	479	16590	7	1	A	1208	\$793.56

Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	480	16590	7	1	A	1301	\$1,334.10
934	5	481	16590	7	1	A	1302	\$1,334.10
934	5	482	16590	7	1	A	1303	\$1,128.41
934	5	483	16590	7	1	A	1304	\$1,128.41
934	5	484	16590	7	1	A	1305	\$1,334.10
934	5	485	16590	7	1	A	1306	\$1,334.10
934	5	486	16590	7	1	A	1401	\$1,128.41
934	5	487	16590	7	1	A	1402	\$1,128.41
934	5	488	16590	7	1	B	301	\$793.56
934	5	489	16590	7	1	B	302	\$922.73
934	5	490	16590	7	1	B	303	\$632.56
934	5	491	16590	7	1	B	304	\$793.56
934	5	492	16590	7	1	B	305	\$922.73
934	5	493	16590	7	1	B	306	\$922.73
934	5	494	16590	7	1	B	307	\$632.56
934	5	495	16590	7	1	B	309	\$922.73
934	5	496	16590	7	1	B	311	\$793.56
934	5	497	16590	7	1	B	312	\$922.73
934	5	498	16590	7	1	B	313	\$793.56
934	5	499	16590	7	1	B	401	\$793.56
934	5	500	16590	7	1	B	402	\$922.73
934	5	501	16590	7	1	B	403	\$632.56
934	5	502	16590	7	1	B	404	\$793.56
934	5	503	16590	7	1	B	405	\$922.73
934	5	504	16590	7	1	B	406	\$922.73
934	5	505	16590	7	1	B	407	\$632.56
934	5	506	16590	7	1	B	408	\$922.73
934	5	507	16590	7	1	B	409	\$922.73
934	5	508	16590	7	1	B	410	\$793.56
934	5	509	16590	7	1	B	411	\$793.56
934	5	510	16590	7	1	B	412	\$922.73
934	5	511	16590	7	1	B	413	\$793.56
934	5	512	16590	7	1	B	501	\$793.56
934	5	513	16590	7	1	B	502	\$922.73
934	5	514	16590	7	1	B	503	\$632.56
934	5	515	16590	7	1	B	504	\$793.56
934	5	516	16590	7	1	B	505	\$922.73
934	5	517	16590	7	1	B	506	\$922.73
934	5	518	16590	7	1	B	507	\$632.56
934	5	519	16590	7	1	B	508	\$922.73
934	5	520	16590	7	1	B	509	\$922.73
934	5	521	16590	7	1	B	510	\$793.56

Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	522	16590	7	1	B	511	\$793.56
934	5	523	16590	7	1	B	512	\$922.73
934	5	524	16590	7	1	B	513	\$793.56
934	5	525	16590	7	1	B	601	\$793.56
934	5	526	16590	7	1	B	602	\$922.73
934	5	527	16590	7	1	B	603	\$632.56
934	5	528	16590	7	1	B	604	\$793.56
934	5	529	16590	7	1	B	605	\$922.73
934	5	530	16590	7	1	B	606	\$922.73
934	5	531	16590	7	1	B	607	\$632.56
934	5	532	16590	7	1	B	608	\$922.73
934	5	533	16590	7	1	B	609	\$922.73
934	5	534	16590	7	1	B	610	\$793.56
934	5	535	16590	7	1	B	611	\$793.56
934	5	536	16590	7	1	B	612	\$922.73
934	5	537	16590	7	1	B	613	\$793.56
934	5	538	16590	7	1	B	701	\$793.56
934	5	539	16590	7	1	B	702	\$922.73
934	5	540	16590	7	1	B	703	\$632.56
934	5	541	16590	7	1	B	704	\$793.56
934	5	542	16590	7	1	B	705	\$922.73
934	5	543	16590	7	1	B	706	\$922.73
934	5	544	16590	7	1	B	707	\$632.56
934	5	545	16590	7	1	B	708	\$922.73
934	5	546	16590	7	1	B	709	\$922.73
934	5	547	16590	7	1	B	710	\$793.56
934	5	548	16590	7	1	B	711	\$793.56
934	5	549	16590	7	1	B	712	\$922.73
934	5	550	16590	7	1	B	713	\$793.56
934	5	551	16590	7	1	B	801	\$793.56
934	5	552	16590	7	1	B	802	\$922.73
934	5	553	16590	7	1	B	803	\$632.56
934	5	554	16590	7	1	B	804	\$793.56
934	5	555	16590	7	1	B	805	\$922.73
934	5	556	16590	7	1	B	806	\$922.73
934	5	557	16590	7	1	B	807	\$632.56
934	5	558	16590	7	1	B	808	\$922.73
934	5	559	16590	7	1	B	809	\$922.73
934	5	560	16590	7	1	B	810	\$793.56
934	5	561	16590	7	1	B	811	\$793.56
934	5	562	16590	7	1	B	812	\$922.73
934	5	563	16590	7	1	B	813	\$793.56

Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	564	16590	7	1	B	901	\$793.56
934	5	565	16590	7	1	B	902	\$922.73
934	5	566	16590	7	1	B	903	\$632.56
934	5	567	16590	7	1	B	904	\$793.56
934	5	568	16590	7	1	B	905	\$922.73
934	5	569	16590	7	1	B	906	\$922.73
934	5	570	16590	7	1	B	907	\$632.56
934	5	571	16590	7	1	B	908	\$922.73
934	5	572	16590	7	1	B	909	\$922.73
934	5	573	16590	7	1	B	910	\$793.56
934	5	574	16590	7	1	B	911	\$793.56
934	5	575	16590	7	1	B	912	\$922.73
934	5	576	16590	7	1	B	913	\$793.56
934	5	577	16590	7	1	B	1001	\$793.56
934	5	578	16590	7	1	B	1002	\$922.73
934	5	579	16590	7	1	B	1003	\$632.56
934	5	580	16590	7	1	B	1004	\$793.56
934	5	581	16590	7	1	B	1005	\$922.73
934	5	582	16590	7	1	B	1006	\$922.73
934	5	583	16590	7	1	B	1007	\$632.56
934	5	584	16590	7	1	B	1008	\$922.73
934	5	585	16590	7	1	B	1009	\$922.73
934	5	586	16590	7	1	B	1010	\$793.56
934	5	587	16590	7	1	B	1011	\$793.56
934	5	588	16590	7	1	B	1012	\$922.73
934	5	589	16590	7	1	B	1013	\$793.56
934	5	590	16590	7	1	B	1101	\$793.56
934	5	591	16590	7	1	B	1102	\$922.73
934	5	592	16590	7	1	B	1103	\$632.56
934	5	593	16590	7	1	B	1104	\$793.56
934	5	594	16590	7	1	B	1105	\$922.73
934	5	595	16590	7	1	B	1106	\$922.73
934	5	596	16590	7	1	B	1107	\$632.56
934	5	597	16590	7	1	B	1108	\$922.73
934	5	598	16590	7	1	B	1109	\$922.73
934	5	599	16590	7	1	B	1110	\$793.56
934	5	600	16590	7	1	B	1111	\$793.56
934	5	601	16590	7	1	B	1112	\$922.73
934	5	602	16590	7	1	B	1113	\$793.56
934	5	603	16590	7	1	B	1201	\$793.56
934	5	604	16590	7	1	B	1202	\$922.73
934	5	605	16590	7	1	B	1203	\$632.56



Book	Page	Parcel	Tract	Lot	Planning Area	Building Number	Unit Number	FY2013-14 Special Tax
934	5	606	16590	7	1	B	1204	\$793.56
934	5	607	16590	7	1	B	1205	\$922.73
934	5	608	16590	7	1	B	1206	\$922.73
934	5	609	16590	7	1	B	1207	\$632.56
934	5	610	16590	7	1	B	1208	\$922.73
934	5	611	16590	7	1	B	1209	\$922.73
934	5	612	16590	7	1	B	1210	\$793.56
934	5	613	16590	7	1	B	1211	\$793.56
934	5	614	16590	7	1	B	1212	\$922.73
934	5	615	16590	7	1	B	1213	\$793.56
934	5	616	16590	7	1	B	1301	\$793.56
934	5	617	16590	7	1	B	1302	\$922.73
934	5	618	16590	7	1	B	1303	\$632.56
934	5	619	16590	7	1	B	1304	\$793.56
934	5	620	16590	7	1	B	1305	\$922.73
934	5	621	16590	7	1	B	1306	\$922.73
934	5	622	16590	7	1	B	1307	\$632.56
934	5	623	16590	7	1	B	1308	\$922.73
934	5	624	16590	7	1	B	1309	\$922.73
934	5	625	16590	7	1	B	1310	\$793.56
934	5	626	16590	7	1	B	1311	\$793.56
934	5	627	16590	7	1	B	1312	\$922.73
934	5	628	16590	7	1	B	1313	\$793.56
934	5	629	16590	7	1	B	1401	\$1,334.10
934	5	630	16590	7	1	B	1402	\$1,334.10
934	5	631	16590	7	1	B	1403	\$1,334.10
934	5	632	16590	7	1	B	1404	\$1,334.10
934	5	633	16590	7	1	B	1405	\$1,334.10
934	5	634	16590	7	1	B	1406	\$1,334.10
934	5	635	16590	7	1	B	1407	\$1,334.10
934	5	636	16590	7	1	B	1501	\$1,334.10
934	5	637	16590	7	1	B	1502	\$1,334.10
934	5	638	16590	7	1	B	1503	\$1,334.10
934	5	639	16590	7	1	B	1504	\$1,334.10

**Exhibit D**

**Annual Special Tax Roll  
Fiscal Year 2015/2016**

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	53	16590	7	NA	1	Concierge	\$0.00
445	91	53	16590	7	NA	1	Concierge	\$0.00
445	91	53	16590	7	NA	2	Parking	\$0.00
934	5	400	16590	7	A	3	301	\$0.00
934	5	401	16590	7	A	3	302	\$0.00
934	5	402	16590	7	A	3	303	\$0.00
934	5	403	16590	7	A	3	304	\$0.00
934	5	404	16590	7	A	3	305	\$0.00
934	5	405	16590	7	A	3	306	\$0.00
934	5	406	16590	7	A	3	307	\$0.00
934	5	407	16590	7	A	3	308	\$0.00
934	5	408	16590	7	A	4	401	\$0.00
934	5	409	16590	7	A	4	402	\$0.00
934	5	410	16590	7	A	4	403	\$0.00
934	5	411	16590	7	A	4	404	\$0.00
934	5	412	16590	7	A	4	405	\$0.00
934	5	413	16590	7	A	4	406	\$0.00
934	5	414	16590	7	A	4	407	\$0.00
934	5	415	16590	7	A	4	408	\$0.00
934	5	416	16590	7	A	5	501	\$0.00
934	5	417	16590	7	A	5	502	\$0.00
934	5	418	16590	7	A	5	503	\$0.00
934	5	419	16590	7	A	5	504	\$0.00
934	5	420	16590	7	A	5	505	\$0.00
934	5	421	16590	7	A	5	506	\$0.00
934	5	422	16590	7	A	5	507	\$0.00
934	5	423	16590	7	A	5	508	\$0.00
934	5	424	16590	7	A	6	601	\$0.00
934	5	425	16590	7	A	6	602	\$0.00
934	5	426	16590	7	A	6	603	\$0.00
934	5	427	16590	7	A	6	604	\$0.00
934	5	428	16590	7	A	6	605	\$0.00
934	5	429	16590	7	A	6	606	\$0.00
934	5	430	16590	7	A	6	607	\$0.00
934	5	431	16590	7	A	6	608	\$0.00
934	5	432	16590	7	A	7	701	\$0.00
934	5	433	16590	7	A	7	702	\$0.00
934	5	434	16590	7	A	7	703	\$0.00
934	5	435	16590	7	A	7	704	\$0.00
934	5	436	16590	7	A	7	705	\$0.00
934	5	437	16590	7	A	7	706	\$0.00
934	5	438	16590	7	A	7	707	\$0.00
934	5	439	16590	7	A	7	708	\$0.00
934	5	440	16590	7	A	8	801	\$0.00
934	5	441	16590	7	A	8	802	\$0.00
934	5	442	16590	7	A	8	803	\$0.00
934	5	443	16590	7	A	8	804	\$0.00
934	5	444	16590	7	A	8	805	\$0.00
934	5	445	16590	7	A	8	806	\$0.00
934	5	446	16590	7	A	8	807	\$0.00
934	5	447	16590	7	A	8	808	\$0.00
934	5	448	16590	7	A	9	901	\$0.00

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
934	5	449	16590	7	A	9	902	\$0.00
934	5	450	16590	7	A	9	903	\$0.00
934	5	451	16590	7	A	9	904	\$0.00
934	5	452	16590	7	A	9	905	\$0.00
934	5	453	16590	7	A	9	906	\$0.00
934	5	454	16590	7	A	9	907	\$0.00
934	5	455	16590	7	A	9	908	\$0.00
934	5	456	16590	7	A	10	1001	\$0.00
934	5	457	16590	7	A	10	1002	\$0.00
934	5	458	16590	7	A	10	1003	\$0.00
934	5	459	16590	7	A	10	1004	\$0.00
934	5	460	16590	7	A	10	1005	\$0.00
934	5	461	16590	7	A	10	1006	\$0.00
934	5	462	16590	7	A	10	1007	\$0.00
934	5	463	16590	7	A	10	1008	\$0.00
934	5	464	16590	7	A	11	1101	\$0.00
934	5	465	16590	7	A	11	1102	\$0.00
934	5	466	16590	7	A	11	1103	\$0.00
934	5	467	16590	7	A	11	1104	\$0.00
934	5	468	16590	7	A	11	1105	\$0.00
934	5	469	16590	7	A	11	1106	\$0.00
934	5	470	16590	7	A	11	1107	\$0.00
934	5	471	16590	7	A	11	1108	\$0.00
934	5	472	16590	7	A	12	1201	\$0.00
934	5	473	16590	7	A	12	1202	\$0.00
934	5	474	16590	7	A	12	1203	\$0.00
934	5	475	16590	7	A	12	1204	\$0.00
934	5	476	16590	7	A	12	1205	\$0.00
934	5	477	16590	7	A	12	1206	\$0.00
934	5	478	16590	7	A	12	1207	\$0.00
934	5	479	16590	7	A	12	1208	\$0.00
934	5	480	16590	7	A	13	1301	\$0.00
934	5	481	16590	7	A	13	1302	\$0.00
934	5	482	16590	7	A	13	1303	\$0.00
934	5	483	16590	7	A	13	1304	\$0.00
934	5	484	16590	7	A	13	1305	\$0.00
934	5	485	16590	7	A	13	1306	\$0.00
934	5	486	16590	7	A	14	1401	\$0.00
934	5	487	16590	7	A	14	1402	\$0.00
934	5	488	16590	7	B	3	301	\$0.00
934	5	489	16590	7	B	3	302	\$0.00
934	5	490	16590	7	B	3	303	\$0.00
934	5	491	16590	7	B	3	304	\$0.00
934	5	492	16590	7	B	3	305	\$0.00
934	5	493	16590	7	B	3	306	\$0.00
934	5	494	16590	7	B	3	307	\$0.00
445	91	53	16590	7	B	3	Fitness Rm	\$0.00
445	91	53	16590	7	B	3	Community Rm	\$0.00
934	5	495	16590	7	B	3	309	\$0.00
934	5	496	16590	7	B	3	311	\$0.00

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
934	5	497	16590	7	B	3	312	\$0.00
934	5	498	16590	7	B	3	313	\$0.00
934	5	499	16590	7	B	4	401	\$0.00
934	5	500	16590	7	B	4	402	\$0.00
934	5	501	16590	7	B	4	403	\$0.00
934	5	502	16590	7	B	4	404	\$0.00
934	5	503	16590	7	B	4	405	\$0.00
934	5	504	16590	7	B	4	406	\$0.00
934	5	505	16590	7	B	4	407	\$0.00
934	5	506	16590	7	B	4	408	\$0.00
934	5	507	16590	7	B	4	409	\$0.00
934	5	508	16590	7	B	4	410	\$0.00
934	5	509	16590	7	B	4	411	\$0.00
934	5	510	16590	7	B	4	412	\$0.00
934	5	511	16590	7	B	4	413	\$0.00
934	5	512	16590	7	B	5	501	\$0.00
934	5	513	16590	7	B	5	502	\$0.00
934	5	514	16590	7	B	5	503	\$0.00
934	5	515	16590	7	B	5	504	\$0.00
934	5	516	16590	7	B	5	505	\$0.00
934	5	517	16590	7	B	5	506	\$0.00
934	5	518	16590	7	B	5	507	\$0.00
934	5	519	16590	7	B	5	508	\$0.00
934	5	520	16590	7	B	5	509	\$0.00
934	5	521	16590	7	B	5	510	\$0.00
934	5	522	16590	7	B	5	511	\$0.00
934	5	523	16590	7	B	5	512	\$0.00
934	5	524	16590	7	B	5	513	\$0.00
934	5	525	16590	7	B	6	601	\$0.00
934	5	526	16590	7	B	6	602	\$0.00
934	5	527	16590	7	B	6	603	\$0.00
934	5	528	16590	7	B	6	604	\$0.00
934	5	529	16590	7	B	6	605	\$0.00
934	5	530	16590	7	B	6	606	\$0.00
934	5	531	16590	7	B	6	607	\$0.00
934	5	532	16590	7	B	6	608	\$0.00
934	5	533	16590	7	B	6	609	\$0.00
934	5	534	16590	7	B	6	610	\$0.00
934	5	535	16590	7	B	6	611	\$0.00
934	5	536	16590	7	B	6	612	\$0.00
934	5	537	16590	7	B	6	613	\$0.00
934	5	538	16590	7	B	7	701	\$0.00
934	5	539	16590	7	B	7	702	\$0.00
934	5	540	16590	7	B	7	703	\$0.00
934	5	541	16590	7	B	7	704	\$0.00
934	5	542	16590	7	B	7	705	\$0.00
934	5	543	16590	7	B	7	706	\$0.00
934	5	544	16590	7	B	7	707	\$0.00
934	5	545	16590	7	B	7	708	\$0.00
934	5	546	16590	7	B	7	709	\$0.00

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
934	5	547	16590	7	B	7	710	\$0.00
934	5	548	16590	7	B	7	711	\$0.00
934	5	549	16590	7	B	7	712	\$0.00
934	5	550	16590	7	B	7	713	\$0.00
934	5	551	16590	7	B	8	801	\$0.00
934	5	552	16590	7	B	8	802	\$0.00
934	5	553	16590	7	B	8	803	\$0.00
934	5	554	16590	7	B	8	804	\$0.00
934	5	555	16590	7	B	8	805	\$0.00
934	5	556	16590	7	B	8	806	\$0.00
934	5	557	16590	7	B	8	807	\$0.00
934	5	558	16590	7	B	8	808	\$0.00
934	5	559	16590	7	B	8	809	\$0.00
934	5	560	16590	7	B	8	810	\$0.00
934	5	561	16590	7	B	8	811	\$0.00
934	5	562	16590	7	B	8	812	\$0.00
934	5	563	16590	7	B	8	813	\$0.00
934	5	564	16590	7	B	9	901	\$0.00
934	5	565	16590	7	B	9	902	\$0.00
934	5	566	16590	7	B	9	903	\$0.00
934	5	567	16590	7	B	9	904	\$0.00
934	5	568	16590	7	B	9	905	\$0.00
934	5	569	16590	7	B	9	906	\$0.00
934	5	570	16590	7	B	9	907	\$0.00
934	5	571	16590	7	B	9	908	\$0.00
934	5	572	16590	7	B	9	909	\$0.00
934	5	573	16590	7	B	9	910	\$0.00
934	5	574	16590	7	B	9	911	\$0.00
934	5	575	16590	7	B	9	912	\$0.00
934	5	576	16590	7	B	9	913	\$0.00
934	5	577	16590	7	B	10	1001	\$0.00
934	5	578	16590	7	B	10	1002	\$0.00
934	5	579	16590	7	B	10	1003	\$0.00
934	5	580	16590	7	B	10	1004	\$0.00
934	5	581	16590	7	B	10	1005	\$0.00
934	5	582	16590	7	B	10	1006	\$0.00
934	5	583	16590	7	B	10	1007	\$0.00
934	5	584	16590	7	B	10	1008	\$0.00
934	5	585	16590	7	B	10	1009	\$0.00
934	5	586	16590	7	B	10	1010	\$0.00
934	5	587	16590	7	B	10	1011	\$0.00
934	5	588	16590	7	B	10	1012	\$0.00
934	5	589	16590	7	B	10	1013	\$0.00
934	5	590	16590	7	B	11	1101	\$0.00
934	5	591	16590	7	B	11	1102	\$0.00
934	5	592	16590	7	B	11	1103	\$0.00
934	5	593	16590	7	B	11	1104	\$0.00
934	5	594	16590	7	B	11	1105	\$0.00
934	5	595	16590	7	B	11	1106	\$0.00
934	5	596	16590	7	B	11	1107	\$0.00

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
934	5	597	16590	7	B	11	1108	\$0.00
934	5	598	16590	7	B	11	1109	\$0.00
934	5	599	16590	7	B	11	1110	\$0.00
934	5	600	16590	7	B	11	1111	\$0.00
934	5	601	16590	7	B	11	1112	\$0.00
934	5	602	16590	7	B	11	1113	\$0.00
934	5	603	16590	7	B	12	1201	\$0.00
934	5	604	16590	7	B	12	1202	\$0.00
934	5	605	16590	7	B	12	1203	\$0.00
934	5	606	16590	7	B	12	1204	\$0.00
934	5	607	16590	7	B	12	1205	\$0.00
934	5	608	16590	7	B	12	1206	\$0.00
934	5	609	16590	7	B	12	1207	\$0.00
934	5	610	16590	7	B	12	1208	\$0.00
934	5	611	16590	7	B	12	1209	\$0.00
934	5	612	16590	7	B	12	1210	\$0.00
934	5	613	16590	7	B	12	1211	\$0.00
934	5	614	16590	7	B	12	1212	\$0.00
934	5	615	16590	7	B	12	1213	\$0.00
934	5	616	16590	7	B	13	1301	\$0.00
934	5	617	16590	7	B	13	1302	\$0.00
934	5	618	16590	7	B	13	1303	\$0.00
934	5	619	16590	7	B	13	1304	\$0.00
934	5	620	16590	7	B	13	1305	\$0.00
934	5	621	16590	7	B	13	1306	\$0.00
934	5	622	16590	7	B	13	1307	\$0.00
934	5	623	16590	7	B	13	1308	\$0.00
934	5	624	16590	7	B	13	1309	\$0.00
934	5	625	16590	7	B	13	1310	\$0.00
934	5	626	16590	7	B	13	1311	\$0.00
934	5	627	16590	7	B	13	1312	\$0.00
934	5	628	16590	7	B	13	1313	\$0.00
934	5	629	16590	7	B	14	1401	\$0.00
934	5	630	16590	7	B	14	1402	\$0.00
934	5	631	16590	7	B	14	1403	\$0.00
934	5	632	16590	7	B	14	1404	\$0.00
934	5	633	16590	7	B	14	1405	\$0.00
934	5	634	16590	7	B	14	1406	\$0.00
934	5	635	16590	7	B	14	1407	\$0.00
934	5	636	16590	7	B	15	1501	\$0.00
934	5	637	16590	7	B	15	1502	\$0.00
934	5	638	16590	7	B	15	1503	\$0.00
934	5	639	16590	7	B	15	1504	\$0.00
930	246	1	16590	12	3	1	01-101	\$1,174.00
930	246	2	16590	12	3	1	02-102	\$960.00
930	246	3	16590	12	3	1	03-103	\$1,174.00
930	246	4	16590	12	3	1	04-104	\$825.62
930	246	5	16590	12	2	1	05-105	\$960.00
930	246	6	16590	12	2	1	06-106	\$1,174.00
930	246	7	16590	12	2	1	07-107	\$825.62

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	246	8	16590	12	2	1	08-108	\$960.00
930	246	9	16590	12	1	1	09-109	\$960.00
930	246	10	16590	12	1	1	10-110	\$960.00
930	246	11	16590	12	1	1	11-111	\$825.62
930	246	12	16590	12	1	1	12-112	\$825.62
930	246	13	16590	12	4	1	13-113	\$960.00
930	246	14	16590	12	4	1	14-114	\$960.00
930	246	15	16590	12	5	1	15-115	\$960.00
930	246	16	16590	12	5	1	16-116	\$825.62
930	246	17	16590	12	5	1	17-117	\$1,174.00
930	246	18	16590	12	6	1	18-119	\$825.62
930	246	19	16590	12	5	1	19-120	\$1,174.00
930	246	20	16590	12	6	1	20-121	\$960.00
930	246	21	16590	12	6	1	21-122	\$1,174.00
930	246	22	16590	12	3	2	22-201	\$1,174.00
930	246	23	16590	12	3	2	23-202	\$960.00
930	246	24	16590	12	3	2	24-203	\$1,174.00
930	246	25	16590	12	3	2	25-204	\$825.62
930	246	26	16590	12	2	2	26-205	\$960.00
930	246	27	16590	12	2	2	27-206	\$1,174.00
930	246	28	16590	12	2	2	28-207	\$825.62
930	246	29	16590	12	2	2	29-208	\$960.00
930	246	30	16590	12	1	2	30-209	\$960.00
930	246	31	16590	12	1	2	31-210	\$960.00
930	246	32	16590	12	1	2	32-211	\$960.00
930	246	33	16590	12	1	2	33-212	\$960.00
930	246	34	16590	12	4	2	34-213	\$960.00
930	246	35	16590	12	4	2	35-214	\$960.00
930	246	36	16590	12	5	2	36-215	\$960.00
930	246	37	16590	12	5	2	37-216	\$825.62
930	246	38	16590	12	5	2	38-217	\$1,174.00
930	246	39	16590	12	5	2	39-218	\$960.00
930	246	40	16590	12	6	2	40-219	\$825.62
930	246	41	16590	12	6	2	41-220	\$1,387.98
930	246	42	16590	12	6	2	42-221	\$960.00
930	246	43	16590	12	6	2	43-222	\$1,174.00
930	246	44	16590	12	3	3	44-301	\$1,174.00
930	246	45	16590	12	3	3	45-302	\$960.00
930	246	46	16590	12	3	3	46-303	\$1,174.00
930	246	47	16590	12	3	3	47-304	\$825.62
930	246	48	16590	12	2	3	48-305	\$960.00
930	246	49	16590	12	2	3	49-306	\$1,174.00
930	246	50	16590	12	2	3	50-307	\$825.62
930	246	51	16590	12	2	3	51-308	\$960.00
930	246	52	16590	12	1	3	52-309	\$960.00
930	246	53	16590	12	1	3	53-310	\$960.00
930	246	54	16590	12	1	3	54-311	\$960.00
930	246	55	16590	12	1	3	55-312	\$960.00
930	246	56	16590	12	4	3	56-313	\$960.00
930	246	57	16590	12	4	3	57-314	\$960.00



**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	246	58	16590	12	5	3	58-315	\$960.00
930	246	59	16590	12	5	3	59-316	\$825.62
930	246	60	16590	12	5	3	60-317	\$1,174.00
930	246	61	16590	12	5	3	61-318	\$960.00
930	246	62	16590	12	6	3	62-319	\$825.62
930	246	63	16590	12	6	3	63-320	\$1,387.98
930	246	64	16590	12	6	3	64-321	\$960.00
930	246	65	16590	12	6	3	65-322	\$1,174.00
930	246	66	16590	12	3	4	66-401	\$1,174.00
930	246	67	16590	12	3	4	67-402	\$960.00
930	246	68	16590	12	3	4	68-403	\$1,174.00
930	246	69	16590	12	3	4	69-404	\$825.62
930	246	70	16590	12	2	4	70-405	\$960.00
930	246	71	16590	12	2	4	71-406	\$1,174.00
930	246	72	16590	12	2	4	72-407	\$825.62
930	246	73	16590	12	2	4	73-408	\$960.00
930	246	74	16590	12	1	4	74-409	\$960.00
930	246	75	16590	12	1	4	75-410	\$960.00
930	246	76	16590	12	1	4	76-411	\$960.00
930	246	77	16590	12	1	4	77-412	\$960.00
930	246	78	16590	12	4	4	78-413	\$960.00
930	246	79	16590	12	4	4	79-414	\$960.00
930	246	80	16590	12	5	4	80-415	\$960.00
930	246	81	16590	12	5	4	81-416	\$825.62
930	246	82	16590	12	5	4	82-417	\$1,174.00
930	246	83	16590	12	5	4	83-418	\$960.00
930	246	84	16590	12	6	4	84-419	\$825.62
930	246	85	16590	12	6	4	85-420	\$1,174.00
930	246	86	16590	12	6	4	86-421	\$960.00
930	246	87	16590	12	6	4	87-422	\$1,174.00
930	241	4	16590	15	2	1	01-101	\$1,387.98
930	241	5	16590	15	2	1	02-102	\$1,387.98
930	241	6	16590	15	2	1	03-103	\$1,387.98
930	241	7	16590	15	2	1	04-104	\$1,174.00
930	241	8	16590	15	2	1	05-105	\$1,387.98
930	241	9	16590	15	3	1	06-106	\$1,387.98
930	241	10	16590	15	3	1	07-107	\$1,387.98
930	241	11	16590	15	3	1	08-108	\$1,387.98
930	241	12	16590	15	3	1	09-109	\$1,174.00
930	241	13	16590	15	4	1	10-110	\$1,174.00
930	241	14	16590	15	4	1	11-111	\$1,387.98
930	241	15	16590	15	4	1	12-112	\$1,387.98
930	241	16	16590	15	4	1	13-113	\$960.00
930	241	17	16590	15	1	1	14-114	\$960.00
930	241	18	16590	15	1	1	15-115	\$1,174.00
930	241	19	16590	15	1	1	16-116	\$1,387.98
930	241	20	16590	15	1	1	17-117	\$1,387.98
930	241	21	16590	15	1	1	18-118	\$1,387.98
930	241	22	16590	15	2	2	19-201	\$1,387.98
930	241	23	16590	15	2	2	20-202	\$1,387.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	241	24	16590	15	2	2	21-203	\$1,387.98
930	241	25	16590	15	2	2	22-204	\$1,174.00
930	241	26	16590	15	2	2	23-205	\$1,174.00
930	241	27	16590	15	3	2	24-206	\$1,174.00
930	241	28	16590	15	3	2	25-207	\$1,387.98
930	241	29	16590	15	3	2	26-208	\$1,387.98
930	241	30	16590	15	3	2	27-209	\$1,174.00
930	241	31	16590	15	4	2	28-210	\$1,174.00
930	241	32	16590	15	4	2	29-211	\$1,387.98
930	241	33	16590	15	4	2	30-212	\$1,387.98
930	241	34	16590	15	4	2	31-213	\$1,387.98
930	241	35	16590	15	1	2	32-214	\$1,387.98
930	241	36	16590	15	1	2	33-215	\$1,174.00
930	241	37	16590	15	1	2	34-216	\$1,387.98
930	241	38	16590	15	1	2	35-217	\$1,387.98
930	241	39	16590	15	1	2	36-218	\$1,387.98
930	241	40	16590	15	2	3	37-301	\$1,387.98
930	241	41	16590	15	2	3	38-302	\$1,387.98
930	241	42	16590	15	2	3	39-303	\$1,387.98
930	241	43	16590	15	2	3	40-304	\$1,174.00
930	241	44	16590	15	2	3	41-305	\$1,174.00
930	241	45	16590	15	3	3	42-306	\$1,174.00
930	241	46	16590	15	3	3	43-307	\$1,387.98
930	241	47	16590	15	3	3	44-308	\$1,387.98
930	241	48	16590	15	3	3	45-309	\$1,174.00
930	241	49	16590	15	4	3	46-310	\$1,174.00
930	241	50	16590	15	4	3	47-311	\$1,387.98
930	241	51	16590	15	4	3	48-312	\$1,387.98
930	241	52	16590	15	4	3	49-313	\$1,387.98
930	241	53	16590	15	1	3	50-314	\$1,387.98
930	241	54	16590	15	1	3	51-315	\$1,174.00
930	241	55	16590	15	1	3	52-316	\$1,387.98
930	241	56	16590	15	1	3	53-317	\$1,387.98
930	241	57	16590	15	1	3	54-318	\$1,387.98
930	241	58	16590	15	2	4	55-401	\$1,387.98
930	241	59	16590	15	2	4	56-402	\$1,387.98
930	241	60	16590	15	2	4	57-403	\$1,387.98
930	241	61	16590	15	2	4	58-404	\$1,174.00
930	241	62	16590	15	2	4	59-405	\$1,174.00
930	241	63	16590	15	3	4	60-406	\$1,174.00
930	241	64	16590	15	3	4	61-407	\$1,387.98
930	241	65	16590	15	3	4	62-408	\$1,387.98
930	241	66	16590	15	3	4	63-409	\$1,174.00
930	241	67	16590	15	4	4	64-410	\$1,174.00
930	241	68	16590	15	4	4	65-411	\$1,387.98
930	241	69	16590	15	4	4	66-412	\$1,387.98
930	241	70	16590	15	4	4	67-413	\$1,387.98
930	241	71	16590	15	1	4	68-414	\$1,387.98
930	241	72	16590	15	1	4	69-415	\$1,174.00
930	241	73	16590	15	1	4	70-416	\$1,387.98

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	241	74	16590	15	1	4	71-417	\$1,387.98
930	241	75	16590	15	1	4	72-418	\$1,387.98
445	91	50	16590	9	3	1	101	\$658.12
445	91	50	16590	9	3	1	102	\$658.12
445	91	50	16590	9	3	1	103	\$658.12
445	91	50	16590	9	2	1	104	\$658.12
445	91	50	16590	9	2	1	105	\$658.12
445	91	50	16590	9	2	1	106	\$658.12
445	91	50	16590	9	2	1	107	\$658.12
445	91	50	16590	9	2	1	108	\$658.12
445	91	50	16590	9	2	1	109	\$658.12
445	91	50	16590	9	2	1	110	\$658.12
445	91	50	16590	9	2	1	111	\$658.12
445	91	50	16590	9	1	1	112	\$658.12
445	91	50	16590	9	1	1	113	\$658.12
445	91	50	16590	9	1	1	114	\$658.12
445	91	50	16590	9	1	1	115	\$658.12
445	91	50	16590	9	1	1	116	\$658.12
445	91	50	16590	9	1	1	117	\$658.12
445	91	50	16590	9	1	1	118	\$658.12
445	91	50	16590	9	1	1	119	\$658.12
445	91	50	16590	9	1	1	121	\$658.12
445	91	50	16590	9	1	1	130	\$658.12
445	91	50	16590	9	2	1	131	\$658.12
445	91	50	16590	9	1	1	132	\$658.12
445	91	50	16590	9	2	1	133	\$658.12
445	91	50	16590	9	1	1	134	\$658.12
445	91	50	16590	9	2	1	135	\$658.12
445	91	50	16590	9	3	1	136	\$658.12
445	91	50	16590	9	3	1	137	\$658.12
445	91	50	16590	9	3	1	138	\$658.12
445	91	50	16590	9	3	1	139	\$658.12
445	91	50	16590	9	3	1	140	\$658.12
445	91	50	16590	9	3	1	141	\$658.12
445	91	50	16590	9	3	1	142	\$658.12
445	91	50	16590	9	3	1	143	\$658.12
445	91	50	16590	9	3	1	144	\$658.12
445	91	50	16590	9	3	1	145	\$658.12
445	91	50	16590	9	3	1	146	\$658.12
445	91	50	16590	9	3	1	147	\$658.12
445	91	50	16590	9	3	1	148	\$658.12
445	91	50	16590	9	3	1	149	\$658.12
445	91	50	16590	9	3	1	150	\$658.12
445	91	50	16590	9	3	1	151	\$658.12
445	91	50	16590	9	3	1	152	\$658.12
445	91	50	16590	9	3	2	201	\$658.12
445	91	50	16590	9	3	2	202	\$658.12
445	91	50	16590	9	3	2	203	\$658.12
445	91	50	16590	9	2	2	204	\$658.12
445	91	50	16590	9	2	2	205	\$658.12

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	9	2	2	206	\$658.12
445	91	50	16590	9	2	2	207	\$658.12
445	91	50	16590	9	2	2	208	\$658.12
445	91	50	16590	9	2	2	209	\$658.12
445	91	50	16590	9	2	2	210	\$658.12
445	91	50	16590	9	2	2	211	\$658.12
445	91	50	16590	9	1	2	212	\$658.12
445	91	50	16590	9	1	2	213	\$658.12
445	91	50	16590	9	1	2	214	\$658.12
445	91	50	16590	9	1	2	215	\$658.12
445	91	50	16590	9	1	2	216	\$658.12
445	91	50	16590	9	1	2	217	\$658.12
445	91	50	16590	9	1	2	218	\$658.12
445	91	50	16590	9	1	2	219	\$658.12
445	91	50	16590	9	1	2	220	\$658.12
445	91	50	16590	9	1	2	221	\$658.12
445	91	50	16590	9	1	2	230	\$658.12
445	91	50	16590	9	2	2	231	\$658.12
445	91	50	16590	9	1	2	232	\$658.12
445	91	50	16590	9	2	2	233	\$658.12
445	91	50	16590	9	1	2	234	\$658.12
445	91	50	16590	9	2	2	235	\$658.12
445	91	50	16590	9	3	2	236	\$658.12
445	91	50	16590	9	3	2	237	\$658.12
445	91	50	16590	9	3	2	238	\$658.12
445	91	50	16590	9	3	2	239	\$658.12
445	91	50	16590	9	3	2	240	\$658.12
445	91	50	16590	9	3	2	241	\$658.12
445	91	50	16590	9	3	2	242	\$658.12
445	91	50	16590	9	3	2	243	\$658.12
445	91	50	16590	9	3	2	244	\$658.12
445	91	50	16590	9	3	2	245	\$658.12
445	91	50	16590	9	3	2	246	\$658.12
445	91	50	16590	9	3	2	247	\$658.12
445	91	50	16590	9	3	2	248	\$658.12
445	91	50	16590	9	3	2	249	\$658.12
445	91	50	16590	9	3	2	250	\$658.12
445	91	50	16590	9	3	2	251	\$658.12
445	91	50	16590	9	3	2	252	\$658.12
445	91	50	16590	9	3	3	301	\$658.12
445	91	50	16590	9	3	3	302	\$658.12
445	91	50	16590	9	3	3	303	\$658.12
445	91	50	16590	9	2	3	304	\$658.12
445	91	50	16590	9	2	3	305	\$658.12
445	91	50	16590	9	2	3	306	\$658.12
445	91	50	16590	9	2	3	307	\$658.12
445	91	50	16590	9	2	3	308	\$658.12
445	91	50	16590	9	2	3	309	\$658.12
445	91	50	16590	9	2	3	310	\$658.12
445	91	50	16590	9	2	3	311	\$658.12

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	9	1	3	312	\$658.12
445	91	50	16590	9	1	3	313	\$658.12
445	91	50	16590	9	1	3	314	\$658.12
445	91	50	16590	9	1	3	315	\$658.12
445	91	50	16590	9	1	3	316	\$658.12
445	91	50	16590	9	1	3	317	\$658.12
445	91	50	16590	9	1	3	318	\$658.12
445	91	50	16590	9	1	3	319	\$658.12
445	91	50	16590	9	1	3	320	\$658.12
445	91	50	16590	9	1	3	321	\$658.12
445	91	50	16590	9	1	3	330	\$658.12
445	91	50	16590	9	2	3	331	\$658.12
445	91	50	16590	9	1	3	332	\$658.12
445	91	50	16590	9	2	3	333	\$658.12
445	91	50	16590	9	1	3	334	\$658.12
445	91	50	16590	9	2	3	335	\$658.12
445	91	50	16590	9	3	3	336	\$658.12
445	91	50	16590	9	3	3	337	\$658.12
445	91	50	16590	9	3	3	338	\$658.12
445	91	50	16590	9	3	3	339	\$658.12
445	91	50	16590	9	3	3	340	\$658.12
445	91	50	16590	9	3	3	341	\$658.12
445	91	50	16590	9	3	3	342	\$658.12
445	91	50	16590	9	3	3	343	\$658.12
445	91	50	16590	9	3	3	344	\$658.12
445	91	50	16590	9	3	3	345	\$658.12
445	91	50	16590	9	3	3	346	\$658.12
445	91	50	16590	9	3	3	347	\$658.12
445	91	50	16590	9	3	3	348	\$658.12
445	91	50	16590	9	3	3	349	\$658.12
445	91	50	16590	9	3	3	350	\$658.12
445	91	50	16590	9	3	3	351	\$658.12
445	91	50	16590	9	3	3	352	\$658.12
445	91	50	16590	9	3	4	401	\$658.12
445	91	50	16590	9	3	4	402	\$658.12
445	91	50	16590	9	3	4	403	\$658.12
445	91	50	16590	9	2	4	404	\$658.12
445	91	50	16590	9	2	4	405	\$658.12
445	91	50	16590	9	2	4	406	\$658.12
445	91	50	16590	9	2	4	407	\$825.62
445	91	50	16590	9	2	4	408	\$658.12
445	91	50	16590	9	2	4	409	\$658.12
445	91	50	16590	9	2	4	410	\$658.12
445	91	50	16590	9	2	4	411	\$658.12
445	91	50	16590	9	1	4	412	\$658.12
445	91	50	16590	9	1	4	413	\$658.12
445	91	50	16590	9	1	4	414	\$658.12
445	91	50	16590	9	1	4	415	\$825.62
445	91	50	16590	9	1	4	416	\$658.12
445	91	50	16590	9	1	4	417	\$658.12

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	9	1	4	418	\$658.12
445	91	50	16590	9	1	4	419	\$658.12
445	91	50	16590	9	1	4	420	\$658.12
445	91	50	16590	9	1	4	421	\$658.12
445	91	50	16590	9	1	4	430	\$658.12
445	91	50	16590	9	2	4	431	\$658.12
445	91	50	16590	9	1	4	432	\$658.12
445	91	50	16590	9	2	4	433	\$658.12
445	91	50	16590	9	1	4	434	\$658.12
445	91	50	16590	9	2	4	435	\$658.12
445	91	50	16590	9	3	4	436	\$658.12
445	91	50	16590	9	3	4	437	\$658.12
445	91	50	16590	9	3	4	438	\$658.12
445	91	50	16590	9	3	4	439	\$658.12
445	91	50	16590	9	3	4	440	\$658.12
445	91	50	16590	9	3	4	441	\$658.12
445	91	50	16590	9	3	4	442	\$658.12
445	91	50	16590	9	3	4	443	\$658.12
445	91	50	16590	9	3	4	444	\$825.62
445	91	50	16590	9	3	4	445	\$658.12
445	91	50	16590	9	3	4	446	\$658.12
445	91	50	16590	9	3	4	447	\$658.12
445	91	50	16590	9	3	4	448	\$825.62
445	91	50	16590	9	3	4	449	\$658.12
445	91	50	16590	9	3	4	450	\$658.12
445	91	50	16590	9	3	4	451	\$658.12
445	91	50	16590	9	3	4	452	\$825.62
445	91	50	16590	10	7	1	101	\$82.08
445	91	50	16590	10	7	1	102	\$82.08
445	91	50	16590	10	7	1	104	\$82.08
445	91	50	16590	10	7	1	105	\$82.08
445	91	50	16590	10	7	1	106	\$82.08
445	91	50	16590	10	7	1	107	\$82.08
445	91	50	16590	10	5	1	108	\$82.08
445	91	50	16590	10	6	1	109	\$82.08
445	91	50	16590	10	5	1	110	\$82.08
445	91	50	16590	10	6	1	111	\$82.08
445	91	50	16590	10	5	1	112	\$82.08
445	91	50	16590	10	6	1	113	\$82.08
445	91	50	16590	10	5	1	114	\$82.08
445	91	50	16590	10	6	1	115	\$82.08
445	91	50	16590	10	5	1	116	\$82.08
445	91	50	16590	10	6	1	117	\$82.08
445	91	50	16590	10	6	1	118	\$82.08
445	91	50	16590	10	6	1	120	\$82.08
445	91	50	16590	10	6	1	121	\$82.08
445	91	50	16590	10	6	1	122	\$82.08
445	91	50	16590	10	6	1	123	\$82.08
445	91	50	16590	10	6	1	124	\$82.08
445	91	50	16590	10	6	1	125	\$82.08

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	10	6	1	126	\$82.08
445	91	50	16590	10	6	1	127	\$82.08
445	91	50	16590	10	6	1	128	\$82.08
445	91	50	16590	10	6	1	129	\$82.08
445	91	50	16590	10	6	1	130	\$82.08
445	91	50	16590	10	5	1	150	\$82.08
445	91	50	16590	10	4	1	151	\$82.08
445	91	50	16590	10	4	1	152	\$82.08
445	91	50	16590	10	4	1	153	\$82.08
445	91	50	16590	10	4	1	154	\$82.08
445	91	50	16590	10	4	1	155	\$82.08
445	91	50	16590	10	4	1	156	\$82.08
445	91	50	16590	10	4	1	157	\$82.08
445	91	50	16590	10	4	1	158	\$82.08
445	91	50	16590	10	4	1	159	\$82.08
445	91	50	16590	10	4	1	160	\$82.08
445	91	50	16590	10	4	1	161	\$82.08
445	91	50	16590	10	5	1	162	\$82.08
445	91	50	16590	10	5	1	163	\$82.08
445	91	50	16590	10	4	1	164	\$82.08
445	91	50	16590	10	5	1	165	\$82.08
445	91	50	16590	10	4	1	166	\$82.08
445	91	50	16590	10	5	1	167	\$82.08
445	91	50	16590	10	7	2	201	\$82.08
445	91	50	16590	10	7	2	202	\$82.08
445	91	50	16590	10	7	2	203	\$82.08
445	91	50	16590	10	7	2	204	\$82.08
445	91	50	16590	10	7	2	205	\$82.08
445	91	50	16590	10	7	2	206	\$82.08
445	91	50	16590	10	7	2	207	\$82.08
445	91	50	16590	10	5	2	208	\$82.08
445	91	50	16590	10	6	2	209	\$82.08
445	91	50	16590	10	5	2	210	\$82.08
445	91	50	16590	10	6	2	211	\$82.08
445	91	50	16590	10	5	2	212	\$82.08
445	91	50	16590	10	6	2	213	\$82.08
445	91	50	16590	10	5	2	214	\$82.08
445	91	50	16590	10	6	2	215	\$82.08
445	91	50	16590	10	5	2	216	\$82.08
445	91	50	16590	10	6	2	217	\$82.08
445	91	50	16590	10	6	2	218	\$82.08
445	91	50	16590	10	6	2	219	\$82.08
445	91	50	16590	10	6	2	220	\$82.08
445	91	50	16590	10	6	2	221	\$82.08
445	91	50	16590	10	6	2	222	\$82.08
445	91	50	16590	10	6	2	223	\$82.08
445	91	50	16590	10	6	2	224	\$82.08
445	91	50	16590	10	6	2	225	\$82.08
445	91	50	16590	10	6	2	226	\$82.08
445	91	50	16590	10	6	2	227	\$82.08

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	10	6	2	228	\$82.08
445	91	50	16590	10	6	2	229	\$82.08
445	91	50	16590	10	6	2	230	\$82.08
445	91	50	16590	10	5	2	250	\$82.08
445	91	50	16590	10	4	2	251	\$82.08
445	91	50	16590	10	4	2	252	\$82.08
445	91	50	16590	10	4	2	253	\$82.08
445	91	50	16590	10	4	2	254	\$82.08
445	91	50	16590	10	4	2	255	\$82.08
445	91	50	16590	10	4	2	256	\$82.08
445	91	50	16590	10	4	2	257	\$82.08
445	91	50	16590	10	4	2	258	\$82.08
445	91	50	16590	10	4	2	259	\$82.08
445	91	50	16590	10	4	2	260	\$82.08
445	91	50	16590	10	4	2	261	\$82.08
445	91	50	16590	10	5	2	262	\$82.08
445	91	50	16590	10	5	2	263	\$82.08
445	91	50	16590	10	4	2	264	\$82.08
445	91	50	16590	10	5	2	265	\$82.08
445	91	50	16590	10	4	2	266	\$82.08
445	91	50	16590	10	5	2	267	\$82.08
445	91	50	16590	10	7	3	301	\$82.08
445	91	50	16590	10	7	3	302	\$82.08
445	91	50	16590	10	7	3	303	\$82.08
445	91	50	16590	10	7	3	304	\$82.08
445	91	50	16590	10	7	3	305	\$82.08
445	91	50	16590	10	7	3	306	\$82.08
445	91	50	16590	10	7	3	307	\$82.08
445	91	50	16590	10	5	3	308	\$82.08
445	91	50	16590	10	6	3	309	\$82.08
445	91	50	16590	10	5	3	310	\$82.08
445	91	50	16590	10	6	3	311	\$82.08
445	91	50	16590	10	5	3	312	\$82.08
445	91	50	16590	10	6	3	313	\$82.08
445	91	50	16590	10	5	3	314	\$82.08
445	91	50	16590	10	6	3	315	\$82.08
445	91	50	16590	10	5	3	316	\$82.08
445	91	50	16590	10	6	3	317	\$82.08
445	91	50	16590	10	6	3	318	\$82.08
445	91	50	16590	10	6	3	319	\$82.08
445	91	50	16590	10	6	3	320	\$82.08
445	91	50	16590	10	6	3	321	\$82.08
445	91	50	16590	10	6	3	322	\$82.08
445	91	50	16590	10	6	3	323	\$82.08
445	91	50	16590	10	6	3	324	\$82.08
445	91	50	16590	10	6	3	325	\$82.08
445	91	50	16590	10	6	3	326	\$82.08
445	91	50	16590	10	6	3	327	\$82.08
445	91	50	16590	10	6	3	328	\$82.08
445	91	50	16590	10	6	3	329	\$82.08



**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	10	6	3	330	\$82.08
445	91	50	16590	10	5	3	350	\$82.08
445	91	50	16590	10	4	3	351	\$82.08
445	91	50	16590	10	4	3	352	\$82.08
445	91	50	16590	10	4	3	353	\$82.08
445	91	50	16590	10	4	3	354	\$82.08
445	91	50	16590	10	4	3	355	\$82.08
445	91	50	16590	10	4	3	356	\$82.08
445	91	50	16590	10	4	3	357	\$82.08
445	91	50	16590	10	4	3	358	\$82.08
445	91	50	16590	10	4	3	359	\$82.08
445	91	50	16590	10	4	3	360	\$82.08
445	91	50	16590	10	4	3	361	\$82.08
445	91	50	16590	10	5	3	362	\$82.08
445	91	50	16590	10	5	3	363	\$82.08
445	91	50	16590	10	4	3	364	\$82.08
445	91	50	16590	10	5	3	365	\$82.08
445	91	50	16590	10	4	3	366	\$82.08
445	91	50	16590	10	5	3	367	\$82.08
445	91	50	16590	10	7	4	401	\$82.08
445	91	50	16590	10	7	4	402	\$82.08
445	91	50	16590	10	7	4	403	\$82.08
445	91	50	16590	10	7	4	404	\$82.08
445	91	50	16590	10	7	4	405	\$82.08
445	91	50	16590	10	7	4	406	\$82.08
445	91	50	16590	10	7	4	407	\$82.08
445	91	50	16590	10	5	4	408	\$82.08
445	91	50	16590	10	6	4	409	\$82.08
445	91	50	16590	10	5	4	410	\$82.08
445	91	50	16590	10	6	4	411	\$82.08
445	91	50	16590	10	5	4	412	\$82.08
445	91	50	16590	10	6	4	413	\$82.08
445	91	50	16590	10	5	4	414	\$82.08
445	91	50	16590	10	6	4	415	\$82.08
445	91	50	16590	10	5	4	416	\$82.08
445	91	50	16590	10	6	4	417	\$82.08
445	91	50	16590	10	6	4	418	\$82.08
445	91	50	16590	10	6	4	419	\$82.08
445	91	50	16590	10	6	4	420	\$82.08
445	91	50	16590	10	6	4	421	\$82.08
445	91	50	16590	10	6	4	422	\$82.08
445	91	50	16590	10	6	4	423	\$82.08
445	91	50	16590	10	6	4	424	\$82.08
445	91	50	16590	10	6	4	425	\$82.08
445	91	50	16590	10	6	4	426	\$82.08
445	91	50	16590	10	6	4	427	\$82.08
445	91	50	16590	10	6	4	428	\$82.08
445	91	50	16590	10	6	4	429	\$82.08
445	91	50	16590	10	6	4	430	\$82.08
445	91	50	16590	10	5	4	450	\$82.08

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	50	16590	10	4	4	451	\$82.08
445	91	50	16590	10	4	4	452	\$82.08
445	91	50	16590	10	4	4	453	\$82.08
445	91	50	16590	10	4	4	454	\$82.08
445	91	50	16590	10	4	4	455	\$82.08
445	91	50	16590	10	4	4	456	\$82.08
445	91	50	16590	10	4	4	457	\$82.08
445	91	50	16590	10	4	4	458	\$82.08
445	91	50	16590	10	4	4	459	\$82.08
445	91	50	16590	10	4	4	460	\$82.08
445	91	50	16590	10	4	4	461	\$82.08
445	91	50	16590	10	5	4	462	\$82.08
445	91	50	16590	10	5	4	463	\$82.08
445	91	50	16590	10	4	4	464	\$82.08
445	91	50	16590	10	5	4	465	\$82.08
445	91	50	16590	10	4	4	466	\$82.08
445	91	50	16590	10	5	4	467	\$82.08
445	91	51	16590	1	W	1	1	\$26.98
445	91	51	16590	1	W	1	2	\$26.98
445	91	51	16590	1	W	1	3	\$26.98
445	91	51	16590	1	W	1	4	\$26.98
445	91	51	16590	1	W	1	5	\$26.98
445	91	51	16590	1	W	1	6	\$26.98
445	91	51	16590	1	W	1	7	\$26.98
445	91	51	16590	1	W	1	8	\$26.98
445	91	51	16590	1	W	1	9	\$26.98
445	91	51	16590	1	W	1	10	\$26.98
445	91	51	16590	1	W	1	11	\$26.98
445	91	51	16590	1	W	1	12	\$26.98
445	91	51	16590	1	W	2	13	\$26.98
445	91	51	16590	1	W	2	14	\$26.98
445	91	51	16590	1	W	2	15	\$26.98
445	91	51	16590	1	W	2	16	\$26.98
445	91	51	16590	1	W	2	17	\$26.98
445	91	51	16590	1	W	2	18	\$26.98
445	91	51	16590	1	W	2	19	\$26.98
445	91	51	16590	1	W	2	20	\$26.98
445	91	51	16590	1	W	2	21	\$26.98
445	91	51	16590	1	W	2	22	\$26.98
445	91	51	16590	1	W	2	23	\$26.98
445	91	51	16590	1	W	3	24	\$26.98
445	91	51	16590	1	W	3	25	\$26.98
445	91	51	16590	1	W	3	26	\$26.98
445	91	51	16590	1	W	3	27	\$26.98
445	91	51	16590	1	W	3	28	\$26.98
445	91	51	16590	1	W	3	29	\$26.98
445	91	51	16590	1	W	3	30	\$26.98
445	91	51	16590	1	W	3	31	\$26.98
445	91	51	16590	1	W	3	32	\$26.98
445	91	51	16590	1	W	3	33	\$26.98

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	51	16590	1	W	3	34	\$26.98
445	91	51	16590	1	W	3	35	\$26.98
445	91	51	16590	1	W	3	36	\$26.98
445	91	51	16590	1	W	3	37	\$26.98
445	91	51	16590	1	W	3	38	\$26.98
445	91	51	16590	1	W	3	39	\$26.98
445	91	51	16590	1	W	3	40	\$26.98
445	91	51	16590	1	W	3	41	\$26.98
445	91	51	16590	1	W	3	42	\$26.98
445	91	51	16590	1	W	3	43	\$26.98
445	91	51	16590	1	W	3	44	\$26.98
445	91	51	16590	1	W	3	45	\$26.98
445	91	51	16590	1	W	3	46	\$26.98
445	91	51	16590	1	W	4	47	\$26.98
445	91	51	16590	1	W	4	48	\$26.98
445	91	51	16590	1	W	4	49	\$26.98
445	91	51	16590	1	W	4	50	\$26.98
445	91	51	16590	1	W	4	51	\$26.98
445	91	51	16590	1	W	4	52	\$26.98
445	91	51	16590	1	W	4	53	\$26.98
445	91	51	16590	1	W	4	54	\$26.98
445	91	51	16590	1	W	4	55	\$26.98
445	91	51	16590	1	W	4	56	\$26.98
445	91	51	16590	1	W	4	57	\$26.98
445	91	51	16590	1	W	4	58	\$26.98
445	91	51	16590	1	W	4	59	\$26.98
445	91	51	16590	1	W	4	60	\$26.98
445	91	51	16590	1	W	4	61	\$26.98
445	91	51	16590	1	W	4	62	\$26.98
445	91	51	16590	1	W	4	63	\$26.98
445	91	51	16590	1	W	4	64	\$26.98
445	91	51	16590	1	W	4	65	\$26.98
445	91	51	16590	1	W	4	66	\$26.98
445	91	51	16590	1	W	4	67	\$26.98
445	91	51	16590	1	W	4	68	\$26.98
445	91	51	16590	1	W	4	69	\$26.98
445	91	51	16590	1	E	1	70	\$26.98
445	91	51	16590	1	E	1	71	\$26.98
445	91	51	16590	1	E	1	72	\$26.98
445	91	51	16590	1	E	1	73	\$26.98
445	91	51	16590	1	E	1	74	\$26.98
445	91	51	16590	1	E	1	75	\$26.98
445	91	51	16590	1	E	1	76	\$26.98
445	91	51	16590	1	E	1	77	\$26.98
445	91	51	16590	1	E	1	78	\$26.98
445	91	51	16590	1	E	1	79	\$26.98
445	91	51	16590	1	E	1	80	\$26.98
445	91	51	16590	1	E	1	81	\$26.98
445	91	51	16590	1	E	2	82	\$26.98
445	91	51	16590	1	E	2	83	\$26.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	51	16590	1	E	2	84	\$26.98
445	91	51	16590	1	E	2	85	\$26.98
445	91	51	16590	1	E	2	86	\$26.98
445	91	51	16590	1	E	2	87	\$26.98
445	91	51	16590	1	E	2	88	\$26.98
445	91	51	16590	1	E	2	89	\$26.98
445	91	51	16590	1	E	2	90	\$26.98
445	91	51	16590	1	E	2	91	\$26.98
445	91	51	16590	1	E	2	92	\$26.98
445	91	51	16590	1	E	2	93	\$26.98
445	91	51	16590	1	E	2	94	\$26.98
445	91	51	16590	1	E	2	95	\$26.98
445	91	51	16590	1	E	2	96	\$26.98
445	91	51	16590	1	E	2	97	\$26.98
445	91	51	16590	1	E	2	98	\$26.98
445	91	51	16590	1	E	2	99	\$26.98
445	91	51	16590	1	E	2	100	\$26.98
445	91	51	16590	1	E	2	101	\$26.98
445	91	51	16590	1	E	2	102	\$26.98
445	91	51	16590	1	E	2	103	\$26.98
445	91	51	16590	1	E	2	104	\$26.98
445	91	51	16590	1	E	2	105	\$26.98
445	91	51	16590	1	E	2	106	\$26.98
445	91	51	16590	1	E	3	107	\$26.98
445	91	51	16590	1	E	3	108	\$26.98
445	91	51	16590	1	E	3	109	\$26.98
445	91	51	16590	1	E	3	110	\$26.98
445	91	51	16590	1	E	3	111	\$26.98
445	91	51	16590	1	E	3	112	\$26.98
445	91	51	16590	1	E	3	113	\$26.98
445	91	51	16590	1	E	3	114	\$26.98
445	91	51	16590	1	E	3	115	\$26.98
445	91	51	16590	1	E	3	116	\$26.98
445	91	51	16590	1	E	3	117	\$26.98
445	91	51	16590	1	E	3	118	\$26.98
445	91	51	16590	1	E	3	119	\$26.98
445	91	51	16590	1	E	3	120	\$26.98
445	91	51	16590	1	E	3	121	\$26.98
445	91	51	16590	1	E	3	122	\$26.98
445	91	51	16590	1	E	3	123	\$26.98
445	91	51	16590	1	E	3	124	\$26.98
445	91	51	16590	1	E	3	125	\$26.98
445	91	51	16590	1	E	3	126	\$26.98
445	91	51	16590	1	E	3	127	\$26.98
445	91	51	16590	1	E	3	128	\$26.98
445	91	51	16590	1	E	3	129	\$26.98
445	91	51	16590	1	E	3	130	\$26.98
445	91	51	16590	1	E	3	131	\$26.98
445	91	51	16590	1	E	3	132	\$26.98
445	91	51	16590	1	E	3	133	\$26.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	51	16590	1	E	3	134	\$26.98
445	91	51	16590	1	E	3	135	\$26.98
445	91	51	16590	1	E	3	136	\$26.98
445	91	51	16590	1	E	3	137	\$26.98
445	91	51	16590	1	E	3	138	\$26.98
445	91	51	16590	1	E	3	139	\$26.98
445	91	51	16590	1	E	3	140	\$26.98
445	91	51	16590	1	E	3	141	\$26.98
445	91	51	16590	1	E	3	142	\$26.98
445	91	51	16590	1	E	3	143	\$26.98
445	91	51	16590	1	E	4	144	\$26.98
445	91	51	16590	1	E	4	145	\$26.98
445	91	51	16590	1	E	4	146	\$26.98
445	91	51	16590	1	E	4	147	\$26.98
445	91	51	16590	1	E	4	148	\$26.98
445	91	51	16590	1	E	4	149	\$26.98
445	91	51	16590	1	E	4	150	\$26.98
445	91	51	16590	1	E	4	151	\$26.98
445	91	51	16590	1	E	4	152	\$26.98
445	91	51	16590	1	E	4	153	\$26.98
445	91	51	16590	1	E	4	154	\$26.98
445	91	51	16590	1	E	4	155	\$26.98
445	91	51	16590	1	E	4	156	\$26.98
445	91	51	16590	1	E	4	157	\$26.98
445	91	51	16590	1	E	4	158	\$26.98
445	91	51	16590	1	E	4	159	\$26.98
445	91	51	16590	1	E	4	160	\$26.98
445	91	51	16590	1	E	4	161	\$26.98
445	91	51	16590	1	E	4	162	\$26.98
445	91	51	16590	1	E	4	163	\$26.98
445	91	51	16590	1	E	4	164	\$26.98
445	91	51	16590	1	E	4	165	\$26.98
445	91	51	16590	1	E	4	166	\$26.98
445	91	51	16590	1	E	4	167	\$26.98
445	91	51	16590	1	E	4	168	\$26.98
445	91	51	16590	1	E	4	169	\$26.98
445	91	51	16590	1	E	4	170	\$26.98
445	91	51	16590	1	E	4	171	\$26.98
445	91	51	16590	1	E	4	172	\$26.98
445	91	51	16590	1	E	4	173	\$26.98
445	91	51	16590	1	E	4	174	\$26.98
445	91	51	16590	1	E	4	175	\$26.98
445	91	51	16590	1	E	4	176	\$26.98
445	91	51	16590	1	E	4	177	\$26.98
445	91	51	16590	1	E	4	178	\$26.98
445	91	51	16590	1	E	4	179	\$26.98
445	91	51	16590	1	E	5	180	\$26.98
445	91	51	16590	1	E	5	181	\$26.98
445	91	51	16590	1	E	5	182	\$26.98
445	91	51	16590	1	E	5	183	\$26.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	91	51	16590	1	E	5	184	\$26.98
445	91	51	16590	1	E	5	185	\$26.98
445	91	51	16590	1	E	5	186	\$26.98
445	91	51	16590	1	E	5	187	\$26.98
445	91	51	16590	1	E	5	188	\$26.98
445	91	51	16590	1	E	5	189	\$26.98
445	91	51	16590	1	E	5	190	\$26.98
445	91	51	16590	1	E	5	191	\$26.98
445	91	51	16590	1	E	5	192	\$26.98
445	91	51	16590	1	E	5	193	\$26.98
445	91	51	16590	1	E	5	194	\$26.98
445	91	51	16590	1	E	5	195	\$26.98
445	91	51	16590	1	E	5	196	\$26.98
445	91	51	16590	1	E	5	197	\$26.98
445	91	51	16590	1	E	5	198	\$26.98
445	91	51	16590	1	E	5	199	\$26.98
445	91	51	16590	1	E	5	200	\$26.98
445	91	51	16590	1	E	5	201	\$26.98
445	91	51	16590	1	E	5	202	\$26.98
445	91	51	16590	1	E	5	203	\$26.98
445	91	51	16590	1	E	5	204	\$26.98
445	91	51	16590	1	E	5	205	\$26.98
445	91	51	16590	1	E	5	206	\$26.98
445	91	51	16590	1	E	5	207	\$26.98
445	91	51	16590	1	E	5	208	\$26.98
445	91	51	16590	1	E	5	209	\$26.98
445	91	51	16590	1	E	5	210	\$26.98
445	91	51	16590	1	E	5	211	\$26.98
445	91	51	16590	2	NA	NA	NA	\$3,696.74
445	91	52	16590	2	NA	NA	NA	\$3,400.58
445	91	51	16590	3	NA	NA	NA	\$10,931.08
445	91	32	16590	8	NA	NA	NA	\$11,748.34
445	91	47	16590	B	NA	NA	NA	\$0.00
445	91	48	16590	C	NA	NA	NA	\$0.00
445	231	36	16590	D	NA	NA	NA	\$0.00
445	231	34	16590	E	NA	NA	NA	\$0.00
445	241	5	16989	2	NA	NA	1	\$1,174.00
445	241	5	16989	2	NA	NA	2	\$1,174.00
445	241	5	16989	2	NA	NA	3	\$825.62
445	241	5	16989	2	NA	NA	4	\$1,174.00
445	241	5	16989	2	NA	NA	5	\$1,174.00
445	241	5	16989	2	NA	NA	6	\$825.62
445	241	5	16989	2	NA	NA	7	\$825.62
445	241	5	16989	2	NA	NA	8	\$1,174.00
445	241	5	16989	2	NA	NA	9	\$1,174.00
445	241	4	16989	3	NA	NA	10	\$1,174.00
445	241	4	16989	3	NA	NA	11	\$1,174.00
445	241	4	16989	3	NA	NA	12	\$825.62
445	241	4	16989	3	NA	NA	13	\$825.62
445	241	4	16989	3	NA	NA	14	\$1,174.00

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	241	4	16989	3	NA	NA	15	\$1,174.00
445	241	4	16989	3	NA	NA	16	\$825.62
445	241	4	16989	3	NA	NA	17	\$1,174.00
445	241	4	16989	3	NA	NA	18	\$1,174.00
445	241	4	16989	3	NA	NA	19	\$1,174.00
445	241	4	16989	3	NA	NA	20	\$1,174.00
445	241	4	16989	3	NA	NA	21	\$825.62
445	241	4	16989	3	NA	NA	22	\$1,174.00
445	241	4	16989	3	NA	NA	23	\$1,174.00
445	241	4	16989	3	NA	NA	24	\$825.62
445	241	4	16989	3	NA	NA	25	\$825.62
445	241	4	16989	3	NA	NA	26	\$1,174.00
445	241	4	16989	3	NA	NA	27	\$1,174.00
930	248	61	16989	4	NA	NA	28	\$1,174.00
930	248	62	16989	4	NA	NA	29	\$1,174.00
930	248	63	16989	4	NA	NA	30	\$825.62
930	248	64	16989	4	NA	NA	31	\$825.62
930	248	65	16989	4	NA	NA	32	\$1,174.00
930	248	66	16989	4	NA	NA	33	\$1,174.00
930	248	67	16989	4	NA	NA	34	\$825.62
930	248	68	16989	4	NA	NA	35	\$1,174.00
930	248	69	16989	4	NA	NA	36	\$1,174.00
930	248	70	16989	4	NA	NA	37	\$1,174.00
930	248	71	16989	4	NA	NA	38	\$1,174.00
930	248	72	16989	4	NA	NA	39	\$825.62
930	248	73	16989	4	NA	NA	40	\$1,174.00
930	248	74	16989	4	NA	NA	41	\$1,174.00
930	248	75	16989	4	NA	NA	42	\$825.62
930	248	76	16989	4	NA	NA	43	\$825.62
930	248	77	16989	4	NA	NA	44	\$1,174.00
930	248	78	16989	4	NA	NA	45	\$1,174.00
930	242	20	16989	5	NA	NA	46	\$960.00
930	242	21	16989	5	NA	NA	47	\$1,174.00
930	242	22	16989	5	NA	NA	48	\$658.12
930	242	23	16989	5	NA	NA	49	\$658.12
930	242	24	16989	5	NA	NA	50	\$1,174.00
930	242	25	16989	5	NA	NA	51	\$960.00
930	242	26	16989	5	NA	NA	52	\$658.12
930	242	27	16989	5	NA	NA	53	\$1,174.00
930	242	28	16989	5	NA	NA	54	\$960.00
930	242	43	16989	6	NA	NA	55	\$960.00
930	242	44	16989	6	NA	NA	56	\$1,174.00
930	242	45	16989	6	NA	NA	57	\$658.12
930	242	46	16989	6	NA	NA	58	\$960.00
930	242	47	16989	6	NA	NA	59	\$1,174.00
930	242	48	16989	6	NA	NA	60	\$658.12
930	242	49	16989	6	NA	NA	61	\$658.12
930	242	50	16989	6	NA	NA	62	\$1,174.00
930	242	51	16989	6	NA	NA	63	\$960.00
930	243	28	16989	7	NA	NA	64	\$960.00

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	243	29	16989	7	NA	NA	65	\$1,174.00
930	243	30	16989	7	NA	NA	66	\$658.12
930	243	31	16989	7	NA	NA	67	\$658.12
930	243	32	16989	7	NA	NA	68	\$1,174.00
930	243	33	16989	7	NA	NA	69	\$960.00
930	243	34	16989	7	NA	NA	70	\$658.12
930	243	35	16989	7	NA	NA	71	\$1,174.00
930	243	36	16989	7	NA	NA	72	\$960.00
930	243	1	16989	8	NA	NA	73	\$960.00
930	243	2	16989	8	NA	NA	74	\$1,174.00
930	243	3	16989	8	NA	NA	75	\$658.12
930	243	4	16989	8	NA	NA	76	\$960.00
930	243	5	16989	8	NA	NA	77	\$1,174.00
930	243	6	16989	8	NA	NA	78	\$658.12
930	243	7	16989	8	NA	NA	79	\$658.12
930	243	8	16989	8	NA	NA	80	\$1,174.00
930	243	9	16989	8	NA	NA	81	\$960.00
930	243	53	16989	9	10	NA	82	\$1,174.00
930	243	54	16989	9	10	NA	83	\$1,174.00
930	243	55	16989	9	10	NA	84	\$825.62
930	243	56	16989	9	10	NA	85	\$825.62
930	243	57	16989	9	10	NA	86	\$1,174.00
930	243	58	16989	9	10	NA	87	\$1,174.00
930	243	59	16989	9	10	NA	88	\$825.62
930	243	60	16989	9	10	NA	89	\$1,174.00
930	243	61	16989	9	10	NA	90	\$1,174.00
930	243	62	16989	9	11	NA	91	\$1,174.00
930	243	63	16989	9	11	NA	92	\$1,174.00
930	243	64	16989	9	11	NA	93	\$825.62
930	243	65	16989	9	11	NA	94	\$1,174.00
930	243	66	16989	9	11	NA	95	\$1,174.00
930	243	67	16989	9	11	NA	96	\$825.62
930	243	68	16989	9	11	NA	97	\$825.62
930	243	69	16989	9	11	NA	98	\$1,174.00
930	243	70	16989	9	11	NA	99	\$1,174.00
930	243	71	16989	10	12	NA	100	\$1,174.00
930	243	72	16989	10	12	NA	101	\$1,174.00
930	243	73	16989	10	12	NA	102	\$825.62
930	243	74	16989	10	12	NA	103	\$825.62
930	243	75	16989	10	12	NA	104	\$1,174.00
930	243	76	16989	10	12	NA	105	\$1,174.00
930	243	77	16989	10	12	NA	106	\$825.62
930	243	78	16989	10	12	NA	107	\$1,174.00
930	243	79	16989	10	12	NA	108	\$1,174.00
930	243	80	16989	10	13	NA	109	\$1,174.00
930	243	81	16989	10	13	NA	110	\$1,174.00
930	243	82	16989	10	13	NA	111	\$825.62
930	243	83	16989	10	13	NA	112	\$1,174.00
930	243	84	16989	10	13	NA	113	\$1,174.00
930	243	85	16989	10	13	NA	114	\$825.62



**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	243	86	16989	10	13	NA	115	\$825.62
930	243	87	16989	10	13	NA	116	\$1,174.00
930	243	88	16989	10	13	NA	117	\$1,174.00
930	242	29	16989	30	NA	NA	1	\$960.00
930	242	30	16989	30	NA	NA	2	\$960.00
930	242	31	16989	30	NA	NA	3	\$960.00
930	242	32	16989	30	NA	NA	4	\$960.00
930	242	33	16989	30	NA	NA	5	\$960.00
445	241	32	16989	30	2	NA	6	\$1,174.00
445	241	32	16989	30	2	NA	7	\$1,174.00
445	241	32	16989	30	2	NA	8	\$1,174.00
445	241	32	16989	30	2	NA	9	\$1,174.00
445	241	32	16989	30	2	NA	10	\$1,174.00
445	241	14	16989	29	3	NA	11	\$1,174.00
445	241	14	16989	29	3	NA	12	\$960.00
445	241	14	16989	29	3	NA	13	\$960.00
445	241	14	16989	29	3	NA	14	\$960.00
445	241	14	16989	29	3	NA	15	\$960.00
445	241	14	16989	29	NA	NA	16	\$960.00
445	241	14	16989	29	NA	NA	17	\$960.00
445	241	14	16989	29	NA	NA	18	\$960.00
445	241	14	16989	29	NA	NA	19	\$960.00
445	241	14	16989	29	NA	NA	20	\$960.00
445	241	14	16989	29	NA	NA	21	\$960.00
445	241	14	16989	29	NA	NA	22	\$1,174.00
445	241	13	16989	33	5	NA	23	\$1,174.00
445	241	13	16989	33	5	NA	24	\$960.00
445	241	13	16989	33	5	NA	25	\$960.00
445	241	13	16989	33	5	NA	26	\$960.00
445	241	13	16989	33	5	NA	27	\$960.00
445	241	13	16989	33	5	NA	28	\$960.00
445	241	13	16989	33	5	NA	29	\$960.00
930	242	58	16989	34	NA	NA	30	\$960.00
930	242	59	16989	34	NA	NA	31	\$960.00
930	242	60	16989	34	NA	NA	32	\$825.62
930	242	61	16989	34	NA	NA	33	\$825.62
930	242	34	16989	31	NA	NA	34	\$960.00
930	242	35	16989	31	NA	NA	35	\$960.00
930	242	36	16989	31	NA	NA	36	\$825.62
930	242	37	16989	31	NA	NA	37	\$960.00
930	242	62	16989	32	8	NA	38	\$960.00
930	242	63	16989	32	8	NA	39	\$960.00
930	242	64	16989	32	8	NA	40	\$960.00
930	242	65	16989	32	8	NA	41	\$960.00
930	242	66	16989	32	8	NA	42	\$960.00
930	242	67	16989	32	8	NA	43	\$960.00
930	242	68	16989	32	8	NA	44	\$1,174.00
930	242	38	16989	1	NA	NA	45	\$960.00
930	242	39	16989	1	NA	NA	46	\$960.00
930	242	40	16989	1	NA	NA	47	\$960.00

**Santa Ana Unified School District  
CFD No. 2004-1  
Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	242	41	16989	1	NA	NA	48	\$960.00
930	242	42	16989	1	NA	NA	49	\$960.00
930	242	1	16989	12	NA	NA	50	\$960.00
930	242	2	16989	12	NA	NA	51	\$960.00
930	242	3	16989	12	NA	NA	52	\$960.00
930	242	4	16989	12	NA	NA	53	\$960.00
930	242	5	16989	12	NA	NA	54	\$960.00
930	242	6	16989	11	NA	NA	55	\$960.00
930	242	7	16989	11	NA	NA	56	\$960.00
930	242	8	16989	11	NA	NA	57	\$825.62
930	242	9	16989	11	NA	NA	58	\$960.00
445	231	18	16989	28	NA	NA	59	\$38.76
445	231	18	16989	28	NA	NA	60	\$38.76
445	231	18	16989	28	NA	NA	61	\$38.76
445	231	18	16989	28	NA	NA	62	\$38.76
445	231	17	16989	27	NA	NA	63	\$34.52
445	231	17	16989	27	NA	NA	64	\$34.52
445	231	17	16989	27	NA	NA	65	\$34.52
445	231	17	16989	27	NA	NA	66	\$34.52
445	231	17	16989	27	NA	NA	67	\$34.52
445	231	17	16989	27	NA	NA	68	\$34.52
445	231	17	16989	27	NA	NA	69	\$34.52
445	231	17	16989	27	NA	NA	70	\$34.52
445	231	17	16989	27	NA	NA	71	\$34.52
445	231	17	16989	27	NA	NA	72	\$34.52
445	231	17	16989	27	NA	NA	73	\$34.52
445	231	17	16989	27	NA	NA	74	\$34.52
445	231	17	16989	27	NA	NA	75	\$34.52
445	231	17	16989	27	NA	NA	76	\$34.52
445	231	17	16989	27	NA	NA	77	\$34.52
445	231	17	16989	27	NA	NA	78	\$34.52
445	231	17	16989	27	NA	NA	79	\$34.52
445	231	17	16989	27	NA	NA	80	\$34.52
445	231	17	16989	27	NA	NA	81	\$34.52
445	231	17	16989	27	NA	NA	82	\$34.52
445	231	16	16989	26	NA	NA	83	\$35.30
445	231	16	16989	26	NA	NA	84	\$35.30
445	231	16	16989	26	NA	NA	85	\$35.30
445	231	16	16989	26	NA	NA	86	\$35.30
445	231	16	16989	26	NA	NA	87	\$35.30
445	231	16	16989	26	NA	NA	88	\$35.30
445	231	16	16989	26	NA	NA	89	\$35.30
445	231	16	16989	26	NA	NA	90	\$35.30
445	231	16	16989	26	NA	NA	91	\$35.30
445	231	16	16989	26	NA	NA	92	\$35.30
445	231	16	16989	26	NA	NA	93	\$35.30
445	231	16	16989	26	NA	NA	94	\$35.30
445	231	15	16989	25	NA	NA	95	\$42.08
445	231	15	16989	25	NA	NA	96	\$42.08
445	231	15	16989	25	NA	NA	97	\$42.08

**Santa Ana Unified School District  
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Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	231	15	16989	25	NA	NA	98	\$42.08
445	231	15	16989	25	NA	NA	99	\$42.08
445	231	15	16989	25	NA	NA	100	\$42.08
445	231	15	16989	25	NA	NA	101	\$42.08
445	231	15	16989	25	NA	NA	102	\$42.08
445	231	14	16989	24	NA	NA	103	\$81.42
445	231	14	16989	24	NA	NA	104	\$81.42
445	231	14	16989	24	NA	NA	105	\$81.42
445	231	13	16989	23	NA	NA	106	\$25.48
445	231	13	16989	23	NA	NA	107	\$25.48
445	231	13	16989	23	NA	NA	108	\$25.48
445	231	13	16989	23	NA	NA	109	\$25.48
445	231	13	16989	23	NA	NA	110	\$25.48
445	231	12	16989	22	NA	NA	111	\$27.48
445	231	12	16989	22	NA	NA	112	\$27.48
445	231	12	16989	22	NA	NA	113	\$27.48
445	231	12	16989	22	NA	NA	114	\$27.48
445	231	12	16989	22	NA	NA	115	\$27.48
445	231	12	16989	22	NA	NA	116	\$27.48
445	231	12	16989	22	NA	NA	117	\$27.48
445	231	12	16989	22	NA	NA	118	\$27.48
445	231	12	16989	22	NA	NA	119	\$27.48
445	231	11	16989	21	NA	NA	120	\$30.08
445	231	11	16989	21	NA	NA	121	\$30.08
445	231	11	16989	21	NA	NA	122	\$30.08
445	231	11	16989	21	NA	NA	123	\$30.08
445	231	11	16989	21	NA	NA	124	\$30.08
445	231	11	16989	21	NA	NA	125	\$30.08
930	242	10	16989	15	NA	NA	1	\$1,387.98
930	242	11	16989	15	NA	NA	2	\$960.00
930	242	12	16989	15	NA	NA	3	\$1,387.98
930	242	13	16989	15	NA	NA	4	\$1,387.98
930	242	14	16989	15	NA	NA	5	\$1,387.98
930	242	15	16989	15	NA	NA	6	\$1,387.98
930	242	16	16989	15	NA	NA	7	\$1,387.98
930	242	17	16989	15	NA	NA	8	\$1,387.98
930	242	18	16989	15	NA	NA	9	\$1,387.98
930	242	19	16989	15	NA	NA	10	\$960.00
930	242	52	16989	16	NA	NA	11	\$960.00
930	242	53	16989	16	NA	NA	12	\$1,387.98
930	242	54	16989	16	NA	NA	13	\$1,387.98
930	242	55	16989	16	NA	NA	14	\$1,387.98
930	242	56	16989	16	NA	NA	15	\$1,387.98
930	242	57	16989	16	NA	NA	16	\$960.00
930	243	19	16989	14	NA	NA	17	\$960.00
930	243	20	16989	14	NA	NA	18	\$1,387.98
930	243	21	16989	14	NA	NA	19	\$1,387.98
930	243	22	16989	14	NA	NA	20	\$1,387.98
930	243	23	16989	14	NA	NA	21	\$1,387.98
930	243	24	16989	14	NA	NA	22	\$1,387.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	243	25	16989	14	NA	NA	23	\$1,387.98
930	243	26	16989	14	NA	NA	24	\$960.00
930	243	27	16989	14	NA	NA	25	\$960.00
930	243	10	16989	14	NA	NA	26	\$960.00
930	243	11	16989	14	NA	NA	27	\$1,387.98
930	243	12	16989	14	NA	NA	28	\$1,387.98
930	243	13	16989	14	NA	NA	29	\$1,387.98
930	243	14	16989	14	NA	NA	30	\$1,387.98
930	243	15	16989	14	NA	NA	31	\$1,387.98
930	243	16	16989	14	NA	NA	32	\$1,387.98
930	243	17	16989	14	NA	NA	33	\$1,387.98
930	243	18	16989	14	NA	NA	34	\$960.00
445	231	6	16989	13	5	NA	35	\$1,174.00
445	231	6	16989	13	5	NA	36	\$1,387.98
445	231	6	16989	13	5	NA	37	\$1,387.98
445	231	6	16989	13	5	NA	38	\$1,387.98
445	231	6	16989	13	5	NA	39	\$1,387.98
445	231	6	16989	13	5	NA	40	\$1,174.00
445	231	6	16989	13	NA	NA	41	\$1,174.00
445	231	6	16989	13	NA	NA	42	\$1,387.98
445	231	6	16989	13	NA	NA	43	\$1,387.98
445	231	6	16989	13	NA	NA	44	\$1,387.98
445	231	6	16989	13	NA	NA	45	\$1,387.98
445	231	6	16989	13	NA	NA	46	\$1,387.98
445	231	6	16989	13	NA	NA	47	\$1,387.98
445	231	6	16989	13	NA	NA	48	\$1,174.00
445	231	6	16989	13	NA	NA	49	\$1,387.98
445	231	7	16989	20	NA	NA	50	\$1,387.98
445	231	7	16989	20	NA	NA	51	\$1,174.00
445	231	7	16989	20	NA	NA	52	\$1,387.98
445	231	7	16989	20	NA	NA	53	\$1,387.98
445	231	7	16989	20	NA	NA	54	\$1,387.98
445	231	7	16989	20	NA	NA	55	\$1,387.98
445	231	7	16989	20	NA	NA	56	\$1,387.98
445	231	7	16989	20	NA	NA	57	\$1,387.98
445	231	7	16989	20	NA	NA	58	\$1,174.00
445	231	7	16989	20	NA	NA	59	\$1,174.00
445	231	7	16989	20	NA	NA	60	\$1,387.98
445	231	7	16989	20	NA	NA	61	\$1,387.98
445	231	7	16989	20	NA	NA	62	\$1,387.98
445	231	7	16989	20	NA	NA	63	\$1,387.98
445	231	7	16989	20	NA	NA	64	\$1,174.00
930	247	1	16989	19	NA	NA	65	\$1,174.00
930	247	2	16989	19	NA	NA	66	\$1,387.98
930	247	3	16989	19	NA	NA	67	\$1,387.98
930	247	4	16989	19	NA	NA	68	\$1,387.98
930	247	5	16989	19	NA	NA	69	\$1,387.98
930	247	6	16989	19	NA	NA	70	\$1,387.98
930	247	7	16989	19	NA	NA	71	\$1,387.98
930	247	8	16989	19	NA	NA	72	\$1,387.98

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
930	247	9	16989	19	NA	NA	73	\$1,174.00
930	247	10	16989	19	NA	NA	74	\$1,174.00
930	247	11	16989	19	NA	NA	75	\$1,387.98
930	247	12	16989	19	NA	NA	76	\$1,387.98
930	247	13	16989	19	NA	NA	77	\$1,387.98
930	247	14	16989	19	NA	NA	78	\$1,387.98
930	247	15	16989	19	NA	NA	79	\$1,387.98
930	247	16	16989	19	NA	NA	80	\$1,387.98
930	247	17	16989	19	NA	NA	81	\$1,387.98
930	247	18	16989	19	NA	NA	82	\$1,174.00
930	243	37	16989	17	11	NA	83	\$1,174.00
930	243	38	16989	17	11	NA	84	\$1,387.98
930	243	39	16989	17	11	NA	85	\$1,387.98
930	243	40	16989	17	11	NA	86	\$1,387.98
930	243	41	16989	17	11	NA	87	\$1,387.98
930	243	42	16989	17	11	NA	88	\$1,174.00
930	243	43	16989	18	12	NA	89	\$1,174.00
930	243	44	16989	18	12	NA	90	\$1,387.98
930	243	45	16989	18	12	NA	91	\$1,387.98
930	243	46	16989	18	12	NA	92	\$1,387.98
930	243	47	16989	18	12	NA	93	\$1,387.98
930	243	48	16989	18	12	NA	94	\$1,387.98
930	243	49	16989	18	12	NA	95	\$1,387.98
930	243	50	16989	18	12	NA	96	\$1,387.98
930	243	51	16989	18	12	NA	97	\$1,174.00
930	243	52	16989	18	12	NA	98	\$1,387.98
445	231	24	16989	M	NA	NA	NA	\$0.00
445	231	25	16989	Z	NA	NA	NA	\$0.00
445	231	26	16989	AA	NA	NA	NA	\$0.00
445	231	27	16989	L	NA	NA	NA	\$0.00
445	231	28	16989	BB	NA	NA	NA	\$0.00
445	231	29	16989	Q	NA	NA	NA	\$0.00
445	231	30	16989	P	NA	NA	NA	\$0.00
445	231	31	16989	N	NA	NA	NA	\$0.00
445	231	32	16989	O	NA	NA	NA	\$0.00
445	231	33	16989	R	NA	NA	NA	\$0.00
445	231	34	16989	W	NA	NA	NA	\$0.00
445	231	19	16989	H	NA	NA	NA	\$0.00
445	231	20	16989	G	NA	NA	NA	\$0.00
445	231	22	16989	X	NA	NA	NA	\$0.00
445	231	23	16989	J	NA	NA	NA	\$0.00
445	241	17	16989	E	NA	NA	NA	\$0.00
445	241	18	16989	D	NA	NA	NA	\$0.00
445	241	19	16989	C	NA	NA	NA	\$0.00
445	241	20	16989	B	NA	NA	NA	\$0.00
445	241	21	16989	I	NA	NA	NA	\$0.00
445	241	22	16989	A	NA	NA	NA	\$0.00
445	241	23	16989	U	NA	NA	NA	\$0.00
445	241	25	16989	T	NA	NA	NA	\$0.00
445	241	26	16989	S	NA	NA	NA	\$0.00

**Santa Ana Unified School District**  
**CFD No. 2004-1**  
**Special Tax Levy for Fiscal Year 2015/2016**

Assessor Parcel Number			Tract	Lot	Building	Floor Level	Unit Number	Special Tax
Book	Page	Parcel						
445	241	27	16989	Y	NA	NA	NA	\$0.00
445	241	28	16989	K	NA	NA	NA	\$0.00
445	241	29	16989	W	NA	NA	NA	\$0.00
445	241	24	16989	V	NA	NA	NA	\$0.00

<b>Major Conclusions</b>	
Number of Parcels Taxed	1,079
Total Number of Parcels	1,356
Total Special Tax Levy for Fiscal Year 2015/2016	\$655,522.72

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Submission of Part I 2015-16 Consolidated Application and Reporting System for Funding to California State Department of Education for 2015-16 School Year**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Nuria Solis, Director, EL Programs and Student Achievement**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to submit Part I of the Consolidated Application and Reporting System (CARS) to the California State Department of Education (CDE) for the 2015-16 school year for continued funding for major Federal categorical programs. The CARS serves as the District's intention to participate in the following categorical programs:

<b>FEDERAL CATEGORICAL PROGRAMS FUNDED THROUGH CONAPP</b>
NCLB, Title I, Part A
NCLB, Title II, Part A Improving Teacher Quality
NCLB ,Title III, Part A, Language Instruction, EL

**RATIONALE:**

The Consolidated Categorical Aid Programs application for funding is divided into two portions:

Part I, due to the CDE by June 30, 2015, provides the basic school-level participation data needed by the CDE for presentation to the legislature and federal officials.

Part II, once the District receives official 2015-16 allocations, funding level per site will be incorporated into the second part of the application process. CARS Part II, includes specific school-level categorical budgets and 2015-16 carryover information, which will be submitted to the CDE prior to February 2016.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve submission of Part I of the Consolidated Application and Reporting System to the California State Department of Education for the 2015-16 school year.

DH:NS:as



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Education Technology Plan for 2015-18 School Years

**ITEM:** Action

**SUBMITTED BY:** Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

**PREPARED BY:** Alex Ito, Director, Learning Innovation with Technology

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**BACKGROUND INFORMATION:**

The purpose of this agenda is to seek Board approval of the Education Technology Plan for the 2015-18 school years.

This Plan serves to meet the requirements and guidelines for technology planning, outlined by the California State Department of Education (CDE). Education Code 51871.5 requires an approved technology plan as a precondition for any technology grant program administered by the CDE.

**RATIONALE:**

The purpose of an Education Technology Plan is to serve as both a guide for technology related decision making and an instrument to monitor and evaluate progress toward identified goals and objectives. The District Education Technology Plan serves as the primary tool to guide the acquisition, sustainability, and integration of technology to support the District's curricular goals. This document is a "living document" and subject to change to address mid-course corrections in response to new developments and opportunities.

The 2015-18 Education Technology Plan has been developed by District technology staff through a process involving input from stakeholders – including teachers, students, administrators, parents, partners and community members. The term of the 2015-18 Technology Plan concludes on June 30, 2018.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Education Technology Plan for the 2015-18 school years.

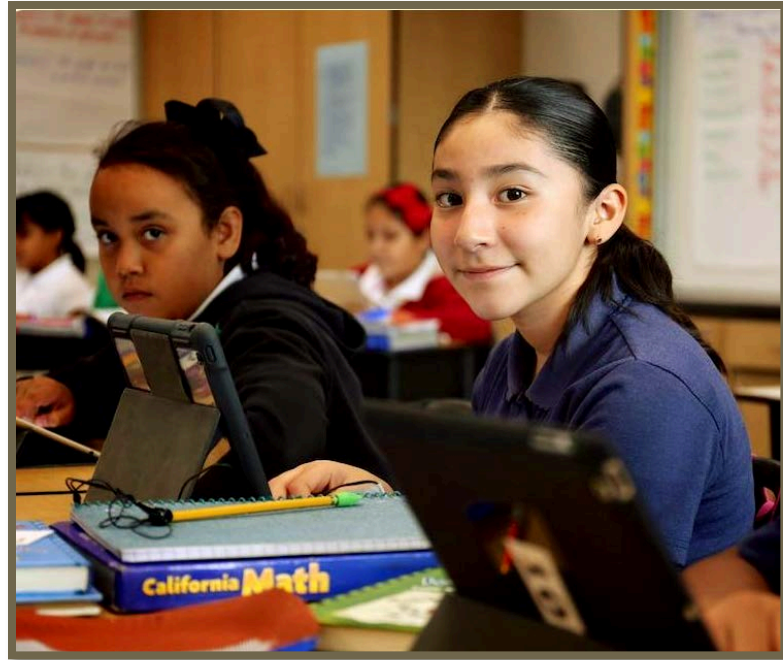


**SAUSD Education Technology Plan**  
***A VISION FOR 2018***

# SAUSD Education Technology Plan

## *A VISION FOR 2018*

- The Plan provides us with a roadmap for technology planning.
- It aligns with the District LCAP Plan.
- It covers three years, from July 1, 2015 through June 30, 2018.



# SAUSD Education Technology Plan

## *A VISION FOR 2018 – Stakeholder Input*

- Feedback from students, parents, teachers, administrators and staff was included when writing the plan.

### SAUSD Technology Plan Stakeholder Meeting A Vision for 2018

<http://bit.ly/1AgRO3y>



Stakeholder Meeting, May 19, 2015

# SAUSD Education Technology Plan

## *A VISION FOR 2018 – GOALS*

- Our learners will be provided with access to technology and high-quality learning resources online.





# SAUSD Education Technology Plan

## *A VISION FOR 2018 – GOALS*

- All staff will have opportunities to participate in staff development to acquire the knowledge and skills needed to support learning.



# SAUSD Education Technology Plan

## *A VISION FOR 2018 – GOALS*

- The network infrastructure at all schools will be updated to support student learning.



## SAUSD 2015-18 Education Technology Plan – Executive Summary

The goal of the SAUSD Education Technology Plan is to establish a roadmap for technology resources, digital tools, and professional development needed to support acceleration of student achievement through high quality, personalized learning and instruction based on State Standards, thus preparing students to be college and career ready and well versed in 21<sup>st</sup> century skills.

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). The Santa Ana Unified School District Education Technology Plan covers three years, from July 1, 2015 through June 30, 2018, and it includes an annual review for plan revision. This technology plan serves as the primary tool to guide the District's acquisition, implementation, and integration of technology to support the District's curricular goals.

SAUSD strongly believes in including all stakeholder voices in district-related planning. Through an input-gathering process including meetings, surveys and training, the following feedback was gathered, which was incorporated into the District's Education Technology Plan:

- **Students** would like greater access to technology to use as part of learning, and greater access to digital resources, including courses not offered at their schools.
- **Parents** would like greater technology access for students for learning, greater access to digital resources, and increased opportunities for their own technology training.
- **Teachers** would like greater access to technology for students and professional learning opportunities for themselves in effective strategies for integrating technology in teaching and learning.
- **Administrators** would like more opportunities to see effective models for technology use in the classroom as well as systems for effective management of technology resources.
- **Staff** (non-instructional) would like routine role-specific training in the use of technology.

The District's technology plan stakeholder group is comprised of site administrators, teachers, students, parents, partners in higher education, community groups, government agencies, and local businesses as well as district office staff from education services, business services, facilities, and technology. This group meets annually to review technology plan outcomes as well as to provide direction and feedback for plan development. Our last stakeholder meeting was held on May 19, 2015, which provided us with a final opportunity to receive feedback on the District's 2015-18 Education Technology Plan.

Our efforts in developing an Education Technology Plan for the District are never completed in isolation, but are part of a continuum of District planning. The District's Local



Control and Accountability (LCAP) Plan includes specific details regarding goals and expenditures to support student outcomes, and the SAUSD Education Technology Plan aligns with these goals.

We have identified the following goals to achieve by June 30, 2018, which include annual objectives:

- Implement California State Standards-aligned blended and personalized learning strategies to engage students and to extend learning within and beyond the school day.
- Implement our Canvas Learning Management System (LMS) to support student-teacher access to relevant digital content and learning resources.
- Provide learners with access to high-quality learning resources online.
- Support teachers and administrators to use assessment data to more efficiently make data driven decisions supporting the improvement of student achievement.
- Provide parents with access to timely communication, information and technology training in support of their child's learning.
- Students will learn and apply 21<sup>st</sup> Century and digital literacy skills as part of their learning to demonstrate proficiency in the California State Standards, attain college and career readiness, and ultimately succeed in our digital society.
- Students will learn, observe and apply responsible and ethical Internet safety and privacy practices and distinguish lawful from unlawful uses of copyrighted works in all aspects of their academic learning and life experiences.
- Teachers, administrators and staff will have opportunities to participate in professional learning that addresses the areas of technology knowledge and skills that align to the goals identified by the District's Education Technology Plan.
- Students will have access to technology to support achievement of the academic standards in the classroom and meet District curricular goals.
- The network infrastructure at all schools will be updated to support student attainment of the academic standards in the classroom and meet District curricular goals.
- A plan for asset management for technology resources will be developed and implemented to support student attainment of the academic standards in the classroom and meet District curricular goals.

**SANTA ANA UNIFIED SCHOOL DISTRICT  
EDUCATION TECHNOLOGY PLAN**

**A Vision for 2018**

July 1, 2015 – June 30, 2018



District Name:	<u>Santa Ana Unified School District</u>
CDS Code:	<u>30-66670</u>
District Phone Number:	<u>(714) 480-4704</u>
Ed Tech Plan Contact Name:	<u>Alexandra Ito</u>
Contact Title:	<u>Director, Learning Innovation with Technology</u>
Contact Phone Number:	<u>(714) 558-5519</u>
Contact Email:	Alexandra.ito@sausd.us

**SANTA ANA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

John Palacio, President

Cecilia “Ceci” Iglesias, Vice President

Valerie Amezcua, Clerk

José Alfredo Hernández, Member

Rob Richardson, Member

**CENTRAL ADMINISTRATION**

Rick Miller, Ph.D., Superintendent

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

David Haglund, Ed.D., Deputy Superintendent

Mark McKinney, Associate Superintendent, Human Resources

Michelle Rodriguez, Ed.D., Assistant Superintendent, Teaching and  
Learning

Dawn Miller, Assistant Superintendent, Secondary Education

Doreen Lohnes, Assistant Superintendent, Support Services

Joe Dixon, Assistant Superintendent, Facilities & Governmental Relations

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## **The SAUSD Education Technology Plan – A Vision for 2018 and Beyond**

We believe that every child deserves to be well equipped to thrive in the 21<sup>st</sup> century. In support of that belief, the goal of the SAUSD Education Technology Plan is to establish a roadmap for technology resources, digital tools, and professional development needed to support acceleration of student achievement through high quality, personalized learning and instruction based on State Standards, thus preparing students to be college and career ready and well versed in 21<sup>st</sup> century skills.

Traditional systems of learning are being challenged - through new learning expectations expressed through State Standards, the global business community expectation of a new set of skills for employees and college graduates, and the impact that new technology resources (and their capabilities) bring to teaching and learning. SAUSD recognizes and embraces this challenge to transform in order to ensure that our students are equipped to succeed. Over the last three years, SAUSD has established a district vision to accelerate student learning through the new State Standards that is student-centered – around concepts of innovation, learner choice and voice, collaboration, and access. In that vision, technology has become a ubiquitous resource that touches the lives of us all – including every student, teacher, school administrator, and staff member within the SAUSD family – and it has an important support role in our transformation.

Our goal is to increase students' academic achievement through technology integration in support of learning and teaching. This will be accomplished through systematic improvement of the quality and consistency of technology use and integration throughout the District. Our strategy is a collaborative approach as part of our District's instructional efforts. Technology will be used as an integral part of content and instruction, promoting continued improvement of student achievement and preparing students to succeed in the 21<sup>st</sup> Century.

**1. Plan Background Criteria: This plan will guide the District's use of education technology for the next three years.**

**1.a Duration and Demographics**

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). The Santa Ana Unified School District Education Technology Plan covers three years, from July 1, 2015 through June 30, 2018. It encompasses three school years: 2015-2016, 2016-2017, and 2017-2018, and it includes an annual review for plan revision. This technology plan serves as the primary tool to guide the District's acquisition, implementation, and integration of technology to support the District's curricular goals.

The Santa Ana Unified School District (SAUSD) is located in the heart of Orange County. SAUSD is the sixth largest school district in California and the largest district in Orange County. Covering 24 square miles, the district serves approximately 56,000 preK-12 students at 61 schools (which includes 5 charter schools). Approximately 81% of SAUSD students are English Learners or Redesignated Fluent English Proficient. Spanish, Vietnamese, and Khmer are the most common languages spoken at home. Data relating to schools, enrollment, teachers, pupil-teacher ratio, and student demographic information from our District during the 2013-14 school year can be found at EdData (<https://www.ed-data/k12.ca.us>) and Dataquest (<http://data1.cde.ca.gov/dataquest/>) websites.

School Name	Student Total	Faculty Total
Adams Elementary School	524	24
Carr Intermediate School	1561	66
Carver Elementary School	677	29
Century High School	1838	100
Cesar Chavez High School	308	16
Community Day Intermediate and High School	100	7
Davis Elementary School	726	29
Diamond Elementary School	592	25
Edison Elementary School	595	26
Esqueda Elementary School	1278	47

Franklin Elementary School	480	20
Fremont Elementary School	686	30
Garfield Elementary School	743	31
Godinez Fundamental High School	2597	102
Greenville Fundamental Elementary School	1067	41
Harvey Elementary School	465	21
Heninger Elementary School	1122	45
Heroes Elementary School	633	26
Hoover Elementary School	446	19
Jackson Elementary School	1061	45
Jefferson Elementary School	825	37
Kennedy Elementary School	816	35
King Elementary School	788	33
Lathrop Intermediate School	1017	52
Lincoln Elementary School	976	40
Lorin Grisette Academy	366	18
Lowell Elementary School	913	37
MacArthur Fundamental School	1230	48
Madison Elementary School	1118	45
Martin Elementary School	770	32
McFadden Intermediate School	1369	59
Mendez Fundamental Intermediate School	1374	53
Middle College High School	328	14
Monroe Elementary School	496	21
Monte Vista Elementary School	644	26
Muir Fundamental Elementary School	1078	46

Pio Pico Elementary School	598	26
Remington Elementary School	321	18
Romero-Cruz Elementary School	258	10
Roosevelt Elementary School	742	38
Saddleback High School	1669	82
Santa Ana High School	2696	116
Santiago Elementary School	1240	49
Segerstrom High School	2522	96
Sepulveda Elementary School	463	22
Sierra Preparatory Academy	993	53
Spurgeon Intermediate School	1004	44
Taft Elementary School	633	41
Thorpe Fundamental Elementary School	1030	39
Valley High School	2246	99
Villa Fundamental Intermediate School	1339	51
Walker Elementary School	529	24
Washington Elementary School	913	40
Willard Intermediate School	872	47
Wilson Elementary School	768	30
Grand Total	52443	2,270

### 1.b Stakeholders and Planning

SAUSD strongly believes in including all stakeholder voices in district-related planning. **Students** - As part of district processes to involve our stakeholders in LCAP planning, discussion sessions were held with over 2,400 students at all of our high schools, and students used this opportunity to provide their input on their needs and preferences related to learning, technology, and digital resources. Student input from over 12,000 students has also been gathered through online surveys. Students stated that they would like greater access to technology to use as part of learning, and that they would like greater



access to digital resources, including courses not offered at their schools.

**Parents** - Parents were given a similar opportunity at LCAP community meeting events – 22 meetings were held at district schools, and parents participated in providing input relating to LCAP goals, including technology-related input. As a result, from both our parent and student groups, we have been able to formulate LCAP goals that directly link to the need for access to learning resources and instructional strategies that are supported through technology. In addition, parent input opportunities regarding technology planning are provided at District DAC/DELAC meetings, as well as the annual Parent Conference. Parents have provided input on their needs related to greater technology access for students for learning, greater access to digital resources, and increased opportunities for their own technology training.

**Teachers** – Teachers have had an opportunity to attend LCAP community meeting events to provide their input. They have also participated in surveys addressing technology needs relating to technology resources and professional development needs. Teachers are also represented through our Learning Innovation Leader committee, which includes a teacher representative from each school. This group meets regularly, and has provided input on the technology plan goals and professional development needs of teachers. Teachers are also included in sub-committees and groups that evaluate technology and digital resources. Teacher input has included a need for greater access to technology for students and professional learning opportunities for themselves in effective strategies for integrating technology in teaching and learning.

**Administrators** – SAUSD administrators are included in ongoing planning meetings related to technology and provide feedback related to school needs, and they are surveyed related to their needs surrounding technology resources. Administrators are also included in sub-committees and groups that evaluate technology and digital resources and participate in elementary, intermediate, and high school task force meetings. School administrators have identified that they need more opportunities to see effective models for technology use in the classroom as well as systems for effective management of technology resources.

**Staff** – SAUSD staff (non-instructional) participate in ongoing planning, update, and inservice meetings held by the Learning Innovation with Technology department for the purpose of gathering information regarding processes or project implementation, providing their input, and participating in training. Staff has indicated that they need routine role-specific training in the use of technology.

SAUSD has implemented an Education Technology Stakeholder Team representing all stakeholder groups. The original Education Technology Stakeholder Team convened in 2000 to serve as a strategic planning committee for technology. Since then, each successive technology plan has built upon and incorporated the work of previous planning committees. As part of a cycle of continuous improvement, our stakeholder group, along with a core technology advisory team and various technology sub groups meet annually to:

- Evaluate the status of the current technology plan and make adjustments as needed.
- Monitor progress on current technology projects.
- Gather and evaluate District technology data with regard to hardware, infrastructure, resources, budget, funding, professional development, and projects.
- Identify new technology needs to support student learning and develop a strategy to meet those needs.

The current technology plan stakeholder group is comprised of a core team of District and site representatives who are responsible for developing and implementing the plan, as well as a broader stakeholder group consisting of District education services, business services, facilities, and technology staff; site administrators, teachers, students, parents, partners in higher education, community groups, government agencies, and local businesses.

This stakeholder group meets annually and in subcommittees to review technology plan outcomes and process data, as well as to provide direction and feedback for plan development. The presentation from our last stakeholder meeting held on May 19, 2015, is included below:

## **SAUSD Technology Plan Stakeholder Meeting A Vision for 2018**

<http://bit.ly/1AgRO3y>



**Technology Plan Stakeholder Team**

<b>First Name</b>	<b>Last Name</b>	<b>Position</b>
Ruth	Abatzoglou	Program Specialist High School
Emil	Ahangarzadeh	Coordinator, Technology Innovation
Maggie	Barnes	District Librarian
Marla	Block	Parent, Taft Elementary
Jimmy	Bruhl	Extended Learning Coordinator
Edward	Bustamante	Intermediate Principal
Todd	Butcher	Director of Construction
Diego	Castillo	Student, Villa Intermediate
Bob	Chavez	Technology Innovation, Assistant Director
Heidi	Cisneros	Director of Pupil Support Services
Jennifer	Cisneros	Extended Learning Coordinator
Marjorie	Cochran	Education Services Elementary, Grant Writer
Dennis	Cole	Principal, Intermediate
Juan Carlos	Contreras	High School Teacher
Jason	Crabbe	Curriculum Specialist
Michele	Cunha	Coordinator, Student Achievement
Peggie	Devine	Intermediate Teacher
Ricardo	Enz	Technology Innovation Services, Director
Gustavo	Espino	Student, Villa Intermediate
Juanita	Fast	Technology Curriculum Specialist
James	Fowler	Technology Curriculum Specialist
Jonathan	Geiszler	Director of Purchasing
Anaely	Guadarrama	Student, Villa Intermediate
Stephanie	Gerdes	Librarian, High School
Margarita	Gonzalez	Parent, Mitchell Child Development Center
Teresa	Hadler	Account Manager, Digital Networks Group, Inc.
David	Haglund, Ed.D.	Deputy Superintendent, SAUSD
Nadia	Hillman, Ed.D.	Executive Director of Elementary Curriculum & Instruction
Nicole	Howard	Teacher, Monte Vista
Alexandra	Ito	Learning Innovation Technology, Director

Tran	Keys, PH.D.	Research and Evaluation, Executive Director
Randy	Kolset	OCDE Education Technology
Wes	Kriesel	Coordinator of Student Achievement
Sonia	Llamas	Director of Pupil Support Services
David	Lofink	Technology Curriculum Specialist
Natalia	Lopez	Computer Technician, Intermediate
Jason	Manviller	Curriculum Specialist
Duncan	McCulloch	High School Principal
Jessica	Mears	Facilities Planner
Rick	Miller, Ph.D.	Superintendent, SAUSD
Dennis	Nye	Mind Research Institute, Education Consultant
Fidel	Ocampo	Computer Technician, Spurgeon Intermediate
Gloria	Olamendi	Coordinator, Special Education
Michael	Parra	High School Principal
Norris	Perez	Elementary Principal
Monica	Pluma	Parent, Carr Intermediate
Nereida	Prado	GATE Coordinator, SAUSD
Lucinda	Pueblos	Executive Director of School Renewal
Peter	Richardson	Elementary Principal
Jesus	Rodriguez	Parent, Taft Elementary
Mark	Rodriguez	Technology Innovation, Assistant Director
Michelle	Rodriguez, Ed.D.	Assistant Superintendent-Teaching and Learning
Lisa	Solomon	Elementary Principal
Manuel	Sosa	Student, Villa Intermediate
Katy	Su	Teacher, Martin Elementary
Jonathan	Swanson	Intermediate Principal
Andy	Tang	Teacher, SAHS
Ivori	Tennelle, MA.ED	Curriculum Specialist
Edward	Winchester, J.D., M.ED.	Executive Director of Secondary Curriculum & Instruction
Corey	Wolfe	Computer Technician, High School
Emily	Wolk	Educational Research Analyst, SAUSD

### 1.c Research and Planning

Our efforts in developing an Education Technology Plan for the District are never completed in isolation, but are part of a continuum of District planning.

The District's Local Control and Accountability (LCAP) Plan includes specific details regarding goals and expenditures to support student outcomes. Our District community has fully participated in providing input in establishing the goals that constitute the LCAP plan, and it includes targeted goals relating to student access, which have been incorporated into the SAUSD Education Technology Plan.

The 2014-15 LCAP plan can be found at [http://ocde.us/LCAP/Documents/2014-15%20LCAPs/Santa%20Ana\\_2014-15AdoptedLCAP.pdf](http://ocde.us/LCAP/Documents/2014-15%20LCAPs/Santa%20Ana_2014-15AdoptedLCAP.pdf)

The 2014-15 LCAP goals specifically addressed by this plan include:

- 1.1: Provide **equitable student access** to a rigorous, standards- based, instructional program that includes, but is not limited to **high-quality instruction**, Standards-aligned instructional materials, academic supports, and **technology-based resources**.
- 1.9: Create course options by establishing a **virtual school** that promotes **course choice** at the high school level and enhances **personalized learning** options across all grade levels.
- 2.4: Ensure equitable **access to technology** in classrooms, on campus, and at home.
- 2.7: Increase **access to technology** that is available to students at school and at home.
- 2.8: Provide **professional development for teachers** to promote the successful implementation of the new CA State Standards, effective technology integration, engagement of restorative justice strategies, and methods to increase the number of recipients of the State Seal of Biliteracy.
- 2.9: Support and extend learning opportunities for low-income pupils by **increasing library access** (staffing and hours of operation) and access to computer resources on campus. Provide **computer training for parents**.
- 3.2: **Support learning opportunities for all stakeholders** such as, but not limited to, providing family events, (e.g., Open House, Back to School Nights, and safe and sensitive schools workshops).
- 3.6: Support extended learning opportunities for low-income pupils by providing **parent training** on accessing the student information system.
- 3.8: In addition to services provided to low-income students, parents of EL students will receive assistance including **translation services** and **English and computer classes**.

The District's Strategic Plan includes measurable District strategies that call for: integrating state standards and assessment; improving teaching and learning; providing high quality professional development; providing equitable access to digital age skills and technology; nurturing linkages among District schools, parents, families, and communities; providing governance, funding, evaluation, and accountability. The Strategic Plan is located at <http://www.sausd.us/domain/5811>

Our activities in developing this plan reflect the goals included in the following education technology-centered research resources:

National Education Technology Plan <http://tech.ed.gov/netp/> summarized below:

1. All learners will have engaging and empowering learning experiences both inside and outside of school that prepare them to be active, creative, knowledgeable, and ethical participants in our globally networked society.
2. Our education system, at all levels, will leverage the power of technology to measure what matters and use assessment data for continuous improvement.
3. Professional educators will be supported individually and in teams by technology that connects them to data, content, resources, expertise, and learning experiences that enable and inspire more effective teaching for all learners.
4. All students and educators will have access to a comprehensive infrastructure for learning where and when they need it.
5. Our education system, at all levels, will redesign processes and structures to take advantage of the power of technology to improve learning outcomes while making more efficient use of time, money, and staff. This redesign process will create a shift in focus exemplified by:
  - Innovation and experimentation
  - Value based on growth as measured against student learning goals
  - Personalized learning in which instruction is paced to individualized learning needs and tailored to learning preferences and learner interest
  - Creating environments and activities that are conducive to engagement and motivation
  - Providing 24/7 access to learning resources and opportunities
  - Redefinition of the role of the teacher as a facilitator of student-directed inquiry and learning
  - Teacher use of student-specific learning data to inform instructional decision making

Digital learning in a standards world: A closer look at the Common Core and state content standards (ISTE) <http://www.iste.org/advocacy/public-policy/common-core>

- As schools and districts implement the Common Core and other state content standards, they have an unprecedented opportunity to collaborate and share best practices across geographic borders to ensure their students attain these rigorous new learning goals. This focus on content also gives them a chance to explore new and interesting ways to use technology to help students learn.
- The Common Core and state content standards require online assessments and call on educators to embed technology more naturally into the learning and teaching process. As a result, schools and districts are investing in all aspects of digital learning, from infrastructure and hardware to professional development.



- Technology, when used effectively, can help students meet and exceed rigorous learning goals. It can also give educators access to tools and resources that personalize instruction and create relevant, engaging learning environments.

The ISTE Standards for learning, teaching and leading in the digital age.

<http://www.iste.org/standards>

- These standards help educators build a firm foundation for teaching with technology by addressing knowledge and skills that span the curriculum and set the groundwork for the effective use of technology in any content area. They also further the development of many of the skills addressed in state standards — including problem solving, critical thinking, creativity and collaboration — while helping students build the digital skills they need to succeed in the workplace. These standards are used as a framework for curriculum and professional development.

The ISTE Essential Conditions <http://www.iste.org/standards/essential-conditions>

- The ISTE Essential Conditions are the 14 critical elements necessary to effectively leverage technology for learning. They offer educators and school leaders research-backed framework to guide implementation of the ISTE Standards, tech planning and system wide change. These essential conditions are used as guidelines for school planning.

iNACOL Reports and Research <http://www.inacol.org/>

- Guiding reports and publications that bring into focus the latest research on online and blended learning programs and competency education, as well as promising practices from the field. iNacol research is used for developing and implementing blended and online learning models.

Partnership for 21st Century Learning <http://www.p21.org/index.php>

- We believe that every child should possess strong content mastery, as well as the “Four Cs”: critical thinking, communication, collaboration, and creativity. The concept of the Four Cs is embedded in curriculum development and professional development.
- All learners need and deserve 21st century learning opportunities to thrive as tomorrow’s leaders, workers, and citizens.

The Substitution Augmentation Modification Redefinition (SAMR) Model

<https://sites.google.com/a/msad60.org/technology-is-learning/samr-model>

- The SAMR model offers a method of seeing how computer technology might impact teaching and learning. It also shows a progression that adopters of educational technology often follow as they progress through teaching and learning with technology. This model is currently being used as a framing component of

professional learning provided to teachers and administrators.

Flexible learning spaces for personalized learning

<http://www.edutopia.org/blogs/tag/learning-environments>

[http://creativeeducator.tech4learning.com/2012/articles/Creative Personalized Learning #ixzz3YM4onzW7](http://creativeeducator.tech4learning.com/2012/articles/Creative%20Personalized%20Learning%20#ixzz3YM4onzW7)

- To support pedagogical innovation, we as educators are reexamining physical space, with the desired outcome of a learning space that would support a variety of instructional approaches and learning experiences. The findings, based on data gathered from students and faculty, indicate that the renovated classroom increases student engagement, collaboration, flexibility, and learning. A flexible learning space better enables innovative approaches to teaching and learning when compared to the traditional classroom.

Design Thinking <http://www.edutopia.org/blogs/tag/design-thinking>

- The concepts of design thinking assists us design learning that will help students engage in innovative processes for tackling complex real-world problems in human-centered ways.

## **2. Curriculum Component Criteria: Clear goals and realistic strategy for using telecommunications and information technology to improve education services.**

### **2.a Teachers' current access to instructional technology and current use of digital tools.**

All preK-12 teachers at schools in our District have access to a minimum of one multi-media computer with Internet access in their classrooms. This computer is used as a resource for classroom management and planning as well as a resource for teaching and learning and is typically connected to an LCD projector and document camera. Most teachers also have a laptop computer, and may have access to an iPad or Chromebook, based on the availability of these devices to students in their class. When using these mobile devices, teachers (and students) use the District's wireless network for Internet access. All classrooms that have been modernized or newly constructed through the District's "Measure G" Facilities Bond Initiative have interactive technology, including a SmartBoard, audio/projection system, mounted projector and document camera connected to a teacher workstation. This modernization effort has touched approximately 1,500 classrooms. SAUSD Building Services are currently working towards a "no cords on the floor" initiative to remove and organize cables from the classroom floor. The "no cords on the floor" initiative will be completed during the three year duration of this technology plan, and currently 7 schools have been completed.



Technology continues to be integrated to support teaching and learning in SAUSD. Data gathered through Learning Innovation Leader meetings and teacher surveys indicates:

- Over 90% of classroom teachers their computer/projector/document camera/interactive whiteboard as a resource to engage and interact with students in learning.
- About 75% of classroom teachers use technology as part of their instructional delivery on a daily to weekly basis
- About 80% of teachers also use digital resources in order to develop or curate lessons and instructional delivery for their students.
- About 20% of teachers are using technology as emerging practitioners in innovative, engaging projects with students, including blended learning models, coding activities, minecraft projects, and other collaborative projects for students.

In addition to teaching and learning, teachers use computers to take attendance, submit grades, and analyze student assessment data, through access to our student information (Aeries) and assessment management (Illuminate) systems. Secondary teachers use an online gradebook to manage grading. Teachers (and staff) also have the ability to access and use information and resources through our District website, staff development system, and email system.

Teachers are also provided with access to a variety of digital resources to enhance teaching and expand access to learning resources to students. In addition to productivity, assessment, and management resources, our district is focusing on zero cost resources that support and enhance collaboration and resource sharing across districts. These resources include Gooru, Khan Academy, and YouTube.

SAUSD has an established collaboration with Gooru, a non-profit personalized learning solution that provides a way for teachers to find, organize, sequence, present - and assess learning associated with - free, online resources. Over the last three years, the district has committed significant resources to developing units of study for common core in order to have models for teachers to use in their classrooms and on which to base the development of further units. The district intentionally chose to partner with Gooru, to prioritize sharing of district-created units of study with other districts in a spirit of collaboration and professional learning.

School and District leadership and staff have access to appropriate technology resources to complete duties in support of student achievement. Access includes computer workstations for data entry, productivity and communication tasks for a broad scope of support staff. Mobile access includes use of laptops, Chromebooks, iPads, and smart

phones for staff requiring mobility access to data and communication and to facilitate data collection in classroom walkthroughs in support of student achievement.

Certificated and classified support staff use technology most frequently in support of student learning by managing and monitoring student information and analyzing student data. Student data analysis includes attendance data monitoring, discipline data monitoring, assessment analysis, grade analysis, and transcript analysis. Technology is also highly used for creating documents and presentations in support of educational goals. Administrative staff uses technology most frequently in support of student learning by monitoring and analyzing various aspects of student-related data in order to make data-driven instructional leadership decisions. Technology is also frequently used for communication through email, automated calling, and beginning use of social media.

### Digital Resource Summary

Some examples of curricular software for students most prevalently used at various sites include:

- *Accelerated Reader* - Used at the majority of schools in their library/media centers to promote independent reading at targeted skill levels.
- *Awards* – Used by TK program for reading skills development
- *Brain Pop* – Used at about 25% of our schools for classroom learning reinforcement.
- *Geometer’s Sketch Pad* is used at many of the high schools in labs to support geometry skills.
- *Imagine Learning* - Used by the Pre-K program and several of the elementary schools to improve the development of the English Language skills of the young students.
- *Lexia Core 5* – Used at about a third of our elementary schools in support of reading skills attainment.
- *Read 180* – Reading intervention program used at several secondary schools.
- *Smarty Ants* – Reading skills attainment software used at about two thirds of our elementary schools.
- *ST Math* – Used in the majority of elementary schools and a few intermediate school labs to support student attainment of standards-based math skills.

Textbook resources:

- All adopted textbooks have companion software, tech books and/or online resources available to teachers and students.

District Online Subscriptions:

- *Enchanted Learning* online classroom resources for teachers.
- *Atomic Learning* “just-in-time” video tutorials in software applications accessible to all District employees.

<p>Online Curriculum:</p> <ul style="list-style-type: none"> <li>• <i>Apex Learning</i> has been selected as an online curriculum provider to be used for the delivery of online instruction in Independent Studies classes and in online credit recovery programs at all high schools.</li> </ul>
<p>Productivity software for students include:</p> <ul style="list-style-type: none"> <li>• <i>Microsoft Office</i></li> <li>• <i>Google Apps</i></li> <li>• <i>Typing Club</i></li> </ul>
<p>Streaming Video:</p> <ul style="list-style-type: none"> <li>• <i>Discovery Education, Khan Academy, YouTube</i> videos used widely across the District in the classroom.</li> </ul>
<p>Learning Management/Content Management:</p> <ul style="list-style-type: none"> <li>• Gooru content management system contains a district library of new state standards-aligned units of study and lessons</li> <li>• The district is currently implementing Canvas learning management system; some teachers use Google Classroom and Gooru as learning management resources.</li> </ul>
<p>Automated calling/parent notification:</p> <ul style="list-style-type: none"> <li>• <i>Parent Link</i> is used for automated absence calling and parent notifications.</li> </ul>
<p>Student Information System:</p> <ul style="list-style-type: none"> <li>• <i>Aeries</i> is used by all teachers to take daily attendance and enter grades. School and district staff uses <i>Aeries</i> to enter and analyze student data. Parents currently access data for their children in Aeries Parent Portal.</li> <li>• All elementary school teachers use <i>Aeries</i> to generate report card reports. Secondary teachers use <i>Aeries</i> to record student grades for report cards. The <i>Pinnacle</i> gradebook program is currently being used at one intermediate school, and the <i>Aeries</i> gradebook is used at the district's remaining secondary schools.</li> </ul>
<p>Assessment Data Management:</p> <ul style="list-style-type: none"> <li>• In support of data- driven instruction and assessment analysis, the District is currently using the assessment data management system, <i>Illuminate</i>, for use with elementary and secondary teachers and administrators.</li> </ul>
<p>Staff Development:</p> <ul style="list-style-type: none"> <li>• The District uses <i>Oracle Learning Management</i> program to schedule professional development for teachers, administrators, and classified staff and maintain professional development data.</li> </ul>

**Website Management:**

- The District has adopted *Schoolwires* as a web hosting solution for the District web site that includes web pages to provide current information on curriculum and daily operations to students, teachers, parents, and community. The website currently receives over 1 million hits on a monthly basis and consists of about 21,000 webpages.

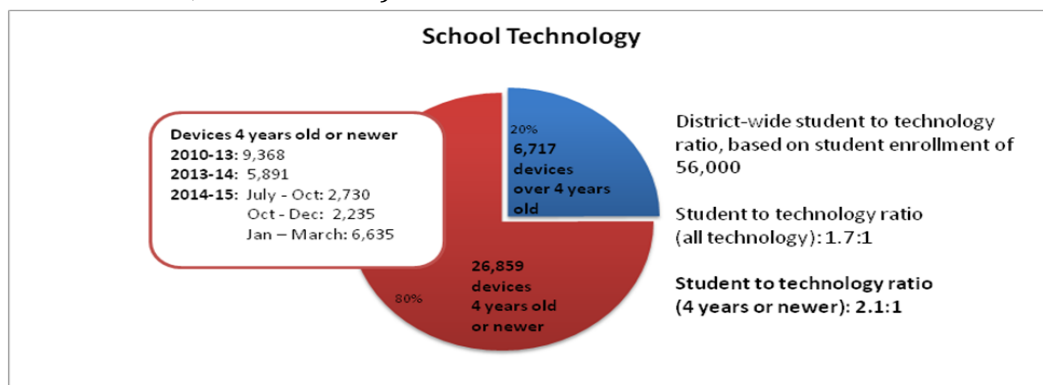
**Email:**

- The District currently uses *Outlook* for its email system, and all administrators, teachers and District staff have email accounts.
- The District is currently implementing *Gmail* email accounts for students by school request.

## 2.b Students' current access to instructional technology and current use of digital tools.

In Santa Ana Unified School District, access to technology is available in classrooms, library/media centers, career/higher education centers, or computer labs for all students, both during the school day and outside of school hours. This profile of the access to appropriate site-based technology resources has been developed through the analysis of District inventory records and annual survey data.

In Santa Ana Unified School District there are approximately 33,600 technology devices, and approximately 27,000 devices four years or newer (desktop, laptop, iPads, Chromebooks, other tablets) which are available for student access.



Over the last few years, several instructionally-based initiatives have set the stage for an increase in student access. In 2011-12, the District began implementing a Transitional Kinder (TK) program that featured a blended learning environment to support early literacy. Each TK classroom has received an iPad cart, which is used by students in a blended rotational setting while using the Award and STMath program. This initiative has resulted in iPad carts being provided in 83 elementary school classrooms.

In 2013-14, the District began planning and implementing the technology resources necessary to prepare for mandatory online assessments (In California, all students in grades 3 through 8 and 11 participate in the Smarter Balanced tests, which are administered online. These tests include both ELA and mathematics content areas. All student technologies at the schools were evaluated, and as a result, all lab desktops were upgraded or replaced if necessary to meet the requirements for SBAC testing. Computer lab size was increased to accommodate a full class of students. As the district expands its use of online assessment programs, school computer labs are currently used for student assessment for GATE (*Naglieri Assessment*), MAP, SBAC and Benchmark Testing. We anticipate that the use of online resources to assess student understanding and measure proficiency will continue to expand.

In order to further increase access to technology for students to support online assessment and instruction, it was determined that student access would take the form of mobile devices rather than traditional labs, thus shifting away from the traditional lab experience in a shared instructional space to a more student-centered experience in the classroom. Student opinion and feedback was sought through a “Mobile Device Roadshow,” in which a lab of Chromebooks, laptops, and iPads were established for students to test out and provide feedback. The result of that feedback from students was that they loved any and all of the devices, and that they wanted access – period! At that time, schools received carts of devices of their choice, in order to assure that adequate access would be available for online assessment. These mobile carts (sets of 30-40 laptops, iPads, or Chromebooks) are currently shared across classrooms for instruction and used for assessment when needed.

In preparation to meet the access goals established by the Local Control Accountability Program, planning was started in the 2013-2014 school year to begin the process of increasing student access to internet-enabled technology at home and school (see below table). In the 2014-15 school year, the district implemented a new initiative called “Access for All.” Starting at the intermediate level, students in grades 6-8 each received a mobile device (iPad Mini or Chromebook) to support their instructional learning. The device will be allowed to leave the campus to continue the flow of student learning and access to their work and valuable learning resources. The program will then be expanding in the 2015-16 year to ninth and fifth grades with Chromebooks. Parents and students alike are educated about the devices, including private insurance and the appropriate policies, practices and replacement of the equipment. For more information on our “Access for All” initiative, see <http://www.sausd.us/Page/29512>.

A mini-grant opportunity using K12 voucher funds was also implemented in 2014-15, bringing a 2:1 access to Chromebooks to students in 33 classrooms. These teachers are

currently implementing blended and collaborative instructional strategies with their students.

SAUSD Board Adopted LCAP Plan Goal 1.1: Provide equitable student access to a rigorous, standards-based instructional program that includes, but is not limited to high-quality instruction, standards-aligned instructional materials, academic supports, and technology-based resources.

SAUSD Board Adopted LCAP Plan Goal 2.4: Ensure equitable access to technology in classrooms, on campus, and at home.

Identified Need and Metric (What needs have been identified and what metrics are used to measure progress?)	Goals			Annual Update: Analysis of Progress  Baseline: 2013-14	What will be different/improved for students? (based on identified metric)		
	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 Year 1: 2014-15	Year 2: 2015-16	Year 3: 2016-17
Metric: Student access to technology	2a: Students will have routine access to Internet-enabled technology at home and school	All students	All schools	Establish baseline percentage of students who have access to Internet-enabled technology at home and school	40% of students who have access to Internet-enabled technology at home and school	50% of students who have access to Internet-enabled technology at home and school	60% of students who have access to Internet-enabled technology at home and school

All high schools and intermediate schools and most elementary schools have computer labs that are available during the school day for whole class use and accessible for the District’s after school program Engage 360 (K-8). Computer lab size ranges from computer labs of 20 stations to computer lab complexes of over 200 computers. Larger labs and additional onsite labs are generally found at secondary schools, while elementary schools generally have one computer lab of 20-40 computers. Labs are usually equipped with a projector connected to a teacher station used to engage students in whole class instruction. Many labs have SmartBoards used to further engage students in learning. Additional lab equipment – including printer access and headphones, is usually available, and additional peripherals, such as microphones, scanners, and digital cameras may be located in a computer lab for student use. All students - including English learners, GATE, and special needs students - may use labs to access curriculum programs, and for skills reinforcement, research and assigned technology-integrated projects.

Library/media centers throughout the district are undergoing a change process to become flexible learning environments to be better equipped to meet personalized student learning needs. In a personalized learning environment, a library may be set up with multiple stations to provide students with choices for constructing learning, including:

- Access to mobile devices,
- group media display (flat panel tv or projector),

- tables grouped for collaborative work, individual space, standing (high desks without chairs),
- maker spaces

Four elementary schools have completed a competitive process and have had their libraries transformed through a grant provided by Heart of America and Target that now reflect elements supporting a more personalized learning environment, including access to mobile devices, group media display, as well as collaborative and individual spaces. Two intermediate schools have also transformed their libraries into more flexible learning environments, and one high school and two additional intermediate schools are in the planning process.

Currently, all schools have library/media centers which have Internet connected computers for student and teacher use. School library catalogs are available online and accessible from the classroom, school site, public library, or from home. High school libraries have computer labs available for students to use before, during, and after school. Access to technology resources for students in library/media centers has expanded at all grade levels through additional mobile device carts for student use. District high school libraries also offer students eReader tablets for checkout. Digital learning resources are an important component in our library media centers. Research databases available online at all SAUSD libraries (and beyond) include: Britannica Online, and high school libraries have additional databases including Newsbank, Proquest, Ebsco, SIRS, and Opposing Viewpoints. Many of the school site libraries are the hub of programs such as Accelerated Reader. Libraries are also instrumental in providing information for student access to textbooks available online.

All high schools have Career/Higher Education Centers equipped with computers available for student use before and after school. At these centers students have services available to support them through the process of applying to college or developing resumes for their future after they complete high school.

The District's Career Technology Education (CTE) program provides students with opportunities to connect with career-related learning experiences. These programs include technology-embedded learning experiences at our secondary schools, including the Project Lead the Way curriculum in engineering and biomedical sciences. Online credit recovery programs are being offered currently at all high schools and the district's alternative education program, and the District plans to expand student opportunities for access to online learning.

The District's Engage 360 after school program provides access to students through Chromebooks, which are used to support homework and after school curriculum.



Students (and teachers) have access to a comprehensive set of instructional technology resources. Computers are imaged with productivity software for student use (Microsoft Office). Students also have access to support mastery of content that includes web-based software (for example - Accelerated Reader, ST Math, Lexia, Typing Club, Awards). SAUSD has recently begun to fully implement Google Apps for Education (GAFE), and the Google suite is available for use by all students, K-12, which includes unlimited storage for storing a digital portfolio required in twelfth grade. The use of Google is an intentional decision by the District in an effort to support free, cloud-based resources to students that will extend learning resources available anywhere anytime. In addition, Chromebooks are optimally designed to run Google drive and productivity apps, and iPads are also pre-loaded with productivity apps. After school programs, including those offered by independent providers and the District's Engage 360, use technology to support instruction through programs such as Read 180, Lexia, ST Math, Smarty Ants, Typing Club and other school specific programs.

Students are also beginning to experience learning in blended learning environments with greater frequency, "gamified" learning, and coding opportunities. The district is nurturing these instructional strategies and our goals focus on increasing these experiences for student learning.

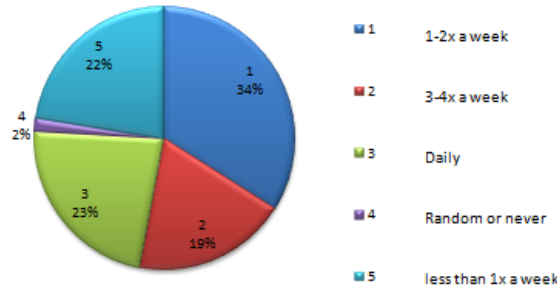
In response to the District's "Access for All" philosophy in terms of increasing student access to technology at school and away from school, students are encouraged to participate in a Bring Your Own Device program (BYOD) and access the network through a student specific wireless network. At select elementary and high schools, tablets and Nooks are checked out to students for home use. At the intermediate schools all students have access to a mobile device through the Access For All Initiative to meet the district's LCAP goals. In the 2015-16 school year, students in grades 6-9 will be taking these devices where they may need them to expand beyond the traditional school day to support their learning. When 2,000 high school students were surveyed in January, 2015, over 85% said they had Internet access away from school. When almost 12,000 students were surveyed about access to technology away from school 96% responded that they had access. Student survey data indicates that students reported that 23% access technology daily at school, with 54% accessing technology away from school on a daily basis. The charts below reflect additional 2014-15 survey data regarding student access to technology at school and outside of school.



Data compiled from 12,568 student responses to a technology access survey

**Student access frequency at school**

12,568 responses

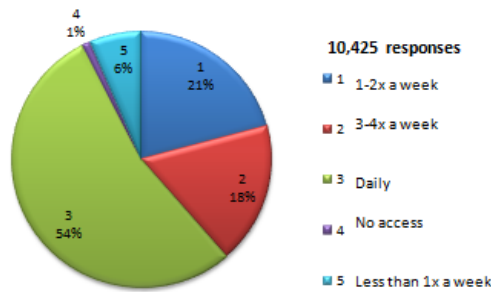


23% access daily  
 34% access 1-2x a week  
 19% access 3-4x a week  
 22% indicated access less than 1x a week  
 2% reporting random or no access

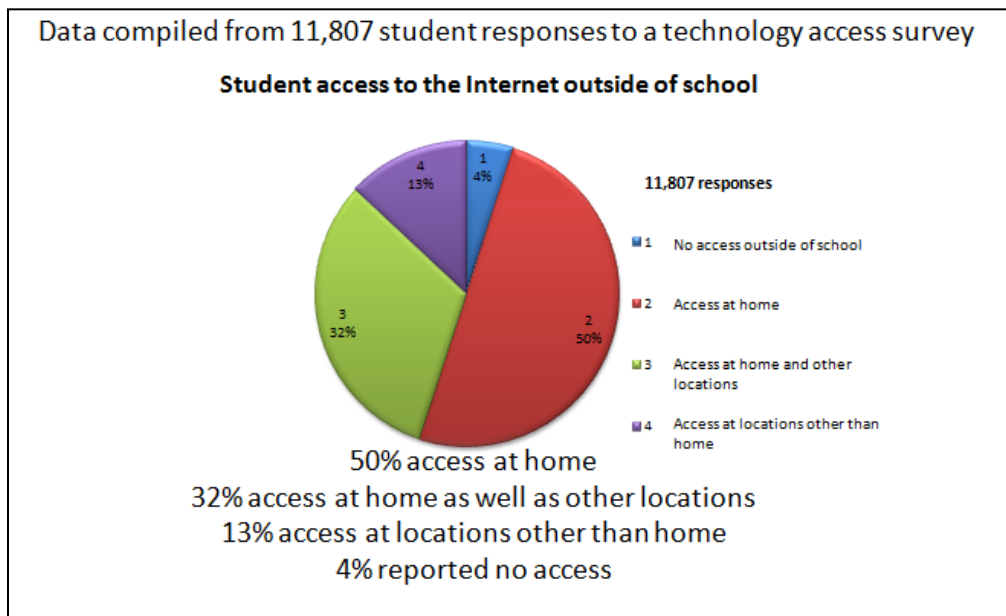
Data compiled from 10,384 student responses to a technology access survey

**Student access frequency away from school**

10,425 responses



54% access daily  
 21% access 1-2x a week  
 18% access 3-4x a week  
 6% indicated access less than 1x a week  
 1% reporting random or no access



We are proud of the increased level of access to technology that we have been able to provide to students over the last three years. We also recognize that the level of technology access will need to accelerate to meet our District's LCAP goals.

Extending access to students for use away from school is of primary concern. Another of our LCAP goals states that we will partner "with non-profit organizations to provide Internet access at a low cost to families and Internet-enabled devices for student check-out." (LCAP Goal 2.11) To that end, the District has collaborated with EveryoneOn to provide parents information on how to apply for low cost Internet access and devices, which has been disseminated at parent trainings, our annual parent conference, and to schools to share with parents. The District is also currently working with EveryoneOn to apply for low cost hotspots for parent/student use at home through the ConnectEd initiative.

Currently, parent access to computers and the Internet is provided at sites throughout the District. Parents of students in secondary schools also have access to student data through the Aeries Parent Portal on the District website. The majority of schools have established parent resource centers that include computer access, and many schools offer technology classes in the morning to parents and include babysitting for their non- school age children. The District provides a parent technology class following the monthly DAC/DELAC meeting. Resources are also available throughout the city of Santa Ana by municipal and local non-profit agencies, and this information is shared with parents.

Guidelines for student's appropriate use of technology are included in the SAUSD Acceptable Use Policy, which students and parents review and sign on an annual basis. This policy is posted at <http://www.sausd.us/Page/572>. In addition, student use of

mobile devices that may be checked out to go home to extend the school day, and student use of email are also supported through annually reviewed and signed district guidelines.

## 2.c Goals and implementation plan for using technology to improve teaching and learning

Our goals for using technology to improve teaching and learning directly relate to the instructional focus of implementing the new California State Standards and the goals identified through our District's LCAP plan. These goals also align to the best practices identified in our research in areas of the National Education Technology Plan, ISTE standards and digital learning in a standards world, iNacol research in online and blended learning, and the concept of the "Four C's" of critical thinking, communication, collaboration, and creativity. We have identified the following five goals:

1. The implementation of California State Standards-aligned blended and personalized learning strategies to engage students and to extend learning within and beyond the school day.
2. Implementing and maintaining a Learning Management System (LMS) to support student-teacher access to relevant digital content and learning resources.
3. Providing learners with access to high-quality learning resources online.
4. Supporting teachers and administrators to use assessment data to more efficiently make data driven decisions supporting the improvement of student achievement.
5. Continuing to provide parents with access to timely communication, information and technology training in support of their child's learning.

2.c Goals, Activities and Annual Benchmarks		
<b>Goal 2.c 1: By June 30, 2018, Implementation of Ca State Standards-aligned blended and personalized learning strategies to engage students and to extend learning within and beyond the school day.</b>		
Activity	Timeline	Responsibility
<b>Objective:</b> Establish a blended and personalized learning plan that includes an implementation team and an instructional strategies team that will support teachers and schools where students are receiving 1:1 access to mobile devices.	<b>Annual Benchmarks</b> <b>Year 1: July-September 2015</b> Establish staffing for the instructional strategies to include 3 curriculum specialists. Establish an implementation and an instructional strategies team. Develop and implement a plan for 1:1 implementation	Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist Curriculum Specialist

<p>LCAP Goal 2.8</p>	<p>and professional development outreach to schools with students in grades 5-9.  <b>Year 2:</b> Continue a plan for 1:1 implementation and professional development outreach to schools, expanding to grades 4 and 10-11.  <b>Year 3:</b> Continue a plan for 1:1 implementation and professional development outreach to schools, expanding to grades 1-3 and 12.</p>	
<p><b>Objective:</b> Establish blended and personalized learning resources in our learning management system to support teachers and schools                  LCAP Goal 1.1</p>	<p><b>Annual Benchmarks</b>  <b>Year 1: July-August 2015</b>                  Develop and curate content targeting specific grade levels/content areas determined by the plan. Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 1 include grades 5-9.  <b>Year 2:</b> Continue to develop and curate content targeting specific grade levels/content areas determined by the plan. Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 2 include grades 4, 10-11.  <b>Year 3:</b> Continue to develop and curate content targeting specific grade levels/content areas determined by the plan.</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist                  Curriculum Specialists                  Coordinator</p>

	Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 3 include grades k-3,12.	
<b>Goal 2.c 2: By June 30, 2018, Implement and maintain a Learning Management System (LMS) to support student-teacher access to relevant digital content and learning resources</b>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
<p><b>Objective:</b> Teachers will use Canvas LMS, to provide developed and curated digital content relevant to the content and performance standards at their grade level to their students. LCAP Goal 1.1</p>	<p><b>Annual Benchmarks</b>  <b>Year 1</b> 30% of grade 6-8 teachers will self-select to use Canvas for development and use of digital content with students.  <b>Year 2:</b> 40% of teachers (grade 5-9) will self-select to use Canvas for development and use of digital content with students.  <b>Year 3:</b> 50% of teachers (grade 4-10) will self-select to use Canvas for development and use of digital content with students.</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist Curriculum Specialists</p>
<p><b>Objective:</b> Provide ongoing support to all users (students, parents, and teachers) LCAP Goal 1.1</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> A support structure for end users will be established by July 2015. Support will include the establishment of a “Canvas Lead” at each school site, support communication, and online resources, and will expand annually as schools implement Canvas. The first year of support will meet the needs of the 30% of teachers/students/parents</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist Curriculum Specialists</p>

	<p>using Canvas.  <b>Year 2:</b> Support will expand to meet the needs of the 50% of teachers/students/parents using Canvas.  <b>Year 3:</b> Support will expand to meet the needs of the 70% of teachers/students/parents using Canvas.</p>	
<p><b>Goal 2.c 3: By June 30, 2018, Provide learners with access to high-quality learning resources online.</b></p>		
Activity	Timeline	Responsibility
<p><b>Objective:</b> Online learning resources will be selected and implemented in all alternative education programs, as measured by the number of resources available to students.                      LCAP Goal 1.1</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> Online curriculum in biology and physical education will be developed and implemented in independent studies to extend and support learning opportunities for students.  <b>Year 2:</b> Online curriculum in three core content areas will be implemented in independent studies to extend and support learning opportunities for students.  <b>Year 3:</b> Online curriculum in four core content areas will be implemented in independent studies to extend and support learning opportunities for students.</p>	<p>Assistant Superintendent, Teaching and Learning Coordinator, Student Achievement                      Director, Learning Innovation with Technology                      Curriculum Specialists</p>
<p><b>Objective:</b> Curriculum will be developed to support secondary student learning in an online environment as measured by the number of courses developed in math, language arts,</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> Online curriculum for one class in three of the four core content areas (math, language arts, science, and history/social science) will be developed to extend and support learning</p>	<p>Assistant Superintendent, Teaching and Learning Coordinator, Student Achievement                      Director, Learning Innovation with Technology                      Curriculum Specialists</p>

<p>science, and history/social science. LCAP Goal 1.9</p>	<p>opportunities. <b>Year 2:</b> Online curriculum for two classes in three of the four core content areas (math, language arts, science, and history/social science) will be developed to extend and support learning opportunities. <b>Year 3:</b> Online curriculum for three classes in three of the four core content areas (math, language arts, science, and history/social science) will be developed to extend and support learning opportunities.</p>	
<p><b>Objective:</b> A virtual school will be established for secondary students to support achievement of the academic standards in the classroom, district curricular goals, and ultimately for lifelong learning and success in our digital society. LCAP Goal 1.9</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> Fifteen courses will be developed to allow independent studies and comprehensive high school student’s access to self-paced, A-G approved courses using the flexible learning environments at the 1st Street site. <b>Year 2:</b> Recruit a cohort of ninth graders to be the first students to graduate from the virtual school, and develop 10 additional self-paced, A-G approved courses to allow flexible and personalize learning with elements of project-based learning and social engagement. <b>Year 3:</b> Develop 10 additional self-paced, A-G</p>	<p>Assistant Superintendent, Teaching and Learning Coordinator, Student Achievement Director, Alternative Education Director, Learning Innovation with Technology Curriculum Specialists</p>

	<p>approved courses to allow flexible and personalize learning with elements of project-based learning and social engagement.</p>	
<p><b>Goal 2.c 4: By June 30, 2018, Teachers and administrators will use assessment data to more efficiently make data driven decisions supporting the improvement of student achievement.</b></p> <p>The District has formalized many structures and resources to “measure what matters” and to provide teachers, administrators and staff with timely results to be used to further direct instruction. This process will continue by reviewing the indicators that have been established that are used to define what is needed for students to learn – the desired outputs of learning.</p>		
Activity	Timeline	Responsibility
<p><b>Objective:</b> SAUSD will develop LCAP goals and metrics and use technology to:</p> <ul style="list-style-type: none"> <li>• Analyze data based on LCAP metrics to monitor progress towards LCAP goals</li> <li>• Evaluate, select and support existing and/or potential data systems that provide on-demand LCAP progress reports</li> </ul> <p>Provide information and training to district/site personnel, parents and community members. LCAP Goal 1.2</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Completion of LCAP with baseline metrics to be submitted to local Board of Education for approval. Approval by Dept. of Education.</p> <p>Review of existing data systems including Aeries, Illuminate and internal SAUSD KPI system to determine the viability of each to produce on-demand LCAP progress reports.</p> <p><b>Year 2-3:</b> Review of previous year’s LCAP metrics and outcomes to update current year’s metrics and goals.</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>
<p><b>Objective:</b> SAUSD will work in collaboration with CORE and other CORE districts to develop metrics and monitor accountability measures by using</p>	<p><b>Annual Benchmarks</b></p> <p><b>Years 1-3:</b> Meet existing and future deadlines for data submissions and reporting of selected CORE metrics and present to and hold data</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff</p>



<p>technology to: Provide timely data and analysis based on CORE goals to district/site personnel, parents and communities LCAP Goal 1.2</p>	<p>dialogues with various SAUSD stakeholders regarding SAUSD’s progress towards CORE goals using identified CORE metrics.</p>	
<p><b>Objective:</b> SAUSD will train staff/administrators, monitor and implement online state-mandated SBAC testing by completing the following to have timely student achievement results:</p> <ul style="list-style-type: none"> <li>• Provide face-to-face training modules of use of computerized testing management system. Create training and web-based training modules and place on SAUSD website</li> <li>• Support site and district personnel via “help line” to answer specific issues related to the online testing management system and guidelines for testing</li> </ul> <p>Provide access to view and analyze the results from student testing</p> <ul style="list-style-type: none"> <li>• Provide information and training regarding the appropriate interpretation and use of results from SBAC testing</li> </ul> <p>LCAP Goal 2.8</p>	<p><b>Annual Benchmarks</b> <b>Years 1-3:</b> SAUSD will reach 95% participation rate for SBAC testing and will provide access through existing data management systems and district created reports. Reports will be used to “measure what matters” and support the improvement of student achievement.</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>

<p><b>Objective:</b> To align formative, summative and interim testing formats and practices with SBAC to ensure alignment between local and state assessment practices. LCAP Goal 2.8</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> Securing reliable, common-core /SBAC aligned item bank for teachers/administrators’ and parents’ use. Also, investigate and conduct pilot of online testing using Illuminate system <b>Year 2-3 :</b> Ongoing use of Item bank and expansion of online testing to include elementary and secondary students to ensure immediate and timely results.</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>
<p><b>Objective:</b> SAUSD will increase teachers’ and administrators’ use of the Illuminate system to access and view instruction based on student demographic and assessment data to drive instruction.</p> <p>To this end, the following activities will be conducted to increase usage throughout the year:</p> <ul style="list-style-type: none"> <li>• Offer teacher and administrator Illuminate training via webinars and district face-to-face trainings (video-record trainings for later on-demand viewing)</li> </ul> <p>Site support to administrators will be provided during site visits, summer academies,</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> A usage report will be created at the beginning, mid and end of the year to monitor system usage. During the fall of 2015-16, SAUSD will establish monthly usage baselines. SAUSD will then establish the percentage of increased use based on these baseline data. Pre/Post data will be analyzed to determine usage “growth.”</p> <p>Using the Illuminate Implementation Continuum, SAUSD will have consistent use of the system at a Level 1 throughout the district in the areas of Assessment and Data Culture Continuums.</p> <p><b>Year 2-3:</b> Usage reports will be monitored. There will be an increase by 10% based on</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>

<p>specialized administrator trainings and administrator meetings. LCAP Goal 2.8</p>	<p>established baseline usage reports. In addition, SAUSD will have Level 3 or “widespread knowledge and use” by Year 3 in the areas of Assessment and Data Culture.</p>	
<p><b>Objective:</b> Continue support of effective use of other data resources, including gradebook, report card, and the student information system. LCAP Goal 1.2</p>	<p><b>Annual Benchmarks</b> <b>Year 1-3:</b> Annual new hire training and ongoing monthly training opportunities will be provided for teachers and staff. Increase communication between systems and also between users and stakeholders. Investigate the potential to integrate Learning Management Systems with existing data resources/data management systems and SIS (e.g Canvas and Illuminate).</p>	<p>Assistant Superintendent, Director, Learning Innovation with Technology Curriculum Specialists Training Specialist Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>
<p><b>Goal 2.c 5: By June 30, 2018, Continue to provide parents with access to timely communication, information and technology training in support of their child’s learning.</b></p>		
Activity	Timeline	Responsibility
<p><b>Objective:</b> All parents will be provided access to the Learning Management System (LMS) to facilitate school-to-home communication and coordinate access to resources to support at home learning. LCAP Goal 2.9 LCAP Goal 3.2 LCAP Goal 3.8</p>	<p><b>Annual Benchmarks</b> <b>Year 1-3:</b> Parents at schools that are implementing Canvas will receive communication regarding Canvas, opportunities for training, and instructions for Canvas use. Parents will also have ongoing opportunities to attend follow-up training at schools and at district training events.</p>	<p>Director, Learning Innovation with Technology Program Specialist Curriculum Specialists Parent Coordinator</p>

<p><b>Objective:</b> Schools and teachers will continue to use the automated calling system to provide communication with parents. LCAP Goal 3.6</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> 30% of teachers will use the calling system for relevant home communication.  <b>Year 2:</b> 60% of teachers will use the calling system for relevant home communication.  <b>Year 3:</b> 90% of teachers will use the calling system for relevant home communication.</p>	<p>Director, Learning Innovation with Technology Curriculum Specialist Training Specialist Parent Coordinator</p>
<p><b>Objective:</b> The District, Departments, and Schools will continue to use the District Website to provide timely communication resources to parents, including the Parent Portal. LCAP Goal 2.9 LCAP Goal 3.2 LCAP Goal 3.8</p>	<p><b>Annual Benchmarks</b>  <b>Year 1-3:</b> Parents will receive communication regarding access to content on the website, opportunities for training, and instructions for website and Parent Portal use on a monthly basis. Parents will also have ongoing opportunities to attend follow-up training at schools and at district training events following DAC/DELAC meetings.</p>	<p>Public Information Officer Parent Coordinator Principals Director, Learning Innovation with Technology Curriculum Specialist Training Specialist</p>

<p><b>Objective:</b> Parents will receive training, directions, and information on the use of technology as a means for communication regarding their students' progress, school and district activities and resources, and technology based resources that can be used in support of student learning.</p> <p>LCAP Goal 2.9                  LCAP Goal 3.2                  LCAP Goal 3.6                  LCAP Goal 3.8</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Development and implementation of a parent academy that, upon completion, parents can check out a Chromebook and hotspot to provide access at home to support student achievement. This academy will be offered to parents of students in grades 5-9.</p> <p><b>Year 2:</b> Implementation of a parent academy that, upon completion, parents can check out a Chromebook and hotspot to provide access at home to support student achievement. This academy will be expanded to parents of students in grades 4, 10-11.</p> <p><b>Year 3:</b> Implementation of a parent academy that, upon completion, parents can check out a Chromebook and hotspot to provide access at home to support student achievement. This academy will be expanded to parents of students in grades 1-3, 12.</p>	<p>Director, Learning Innovation with Technology                  Curriculum Specialist                  Training Specialist                  Parent Coordinator                  Principals                  Coordinator</p>
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**2.d Goals and implementation plan for how and when students will acquire technology and information literacy skills.**

During the 2012-13 school year, sets of iPads were provided to each Transitional Kindergarten (TK) classroom to support their new reading curriculum. Schools began to see the effectiveness of devices directly in the hands of students on a daily basis when using reliable, proven programs. In the 2013-14 school year in preparation for SBAC testing, SAUSD shifted radically in its technology acquisition. Approximately 6,000 mobile devices such as laptops, Chromebooks and iPads were provided to schools to meet their student access needs for assessment. The year also saw some schools begin a Bring Your

Own Device (BYOD) program to give students even broader access to information and support programs. In support of our LCAP access goals, 2014-15 brought a device to every middle school student, mobile carts to Engage 365 after school program, mobile carts of Chromebooks to high schools, and teacher Chromebook mini grants. This accounted for more than 12,000 devices for student use in addition to school purchased technology.

Due to SAUSD's commitment to putting devices into the hands of students (LCAP 2.4: Ensure equitable access to technology in classrooms, on campus, and at home), the way we teach skills has radically changed. Today's students are being introduced to the basic technology skills through peers, parents, siblings, and informal learning. This trend towards basic technology skill acquisition is seen throughout the grade levels as technology becomes more available to students. As teachers continue to integrate the use of technology as part of students' learning outputs, students have opportunities to develop and practice technology skills. We will further reinforce technology skill acquisition, as well as focusing on teaching Digital Literacy Skills. It is our intent that all students who receive a 1:1 device will complete an online course content on Digital Literacy, as well as have the opportunity to refine technology proficiency skills. The use of these skills are also included within some of the district's Units of Study created for specific grade levels or content subjects. These lessons are posted to the district's website and in the SAUSD Units Library at <https://www.goorulearning.org/>.

<b>2.d Goals, Activities and Annual Benchmarks</b>		
<b>Goal 2.d 1: By June 30, 2018, all students will learn and apply 21<sup>st</sup> Century and digital literacy skills as part of their learning to demonstrate proficiency in the Ca State Standards, attain college and career readiness, and ultimately succeed in our digital society.</b>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
<b>Objective:</b> SAUSD will complete any revisions needed to its Student Technology Standards guidelines, based on the ISTE standards. LCAP Goal 1.1	<b>Annual Benchmarks</b> <b>Year 1:</b> Review and provide updates to the existing guidelines, July-August 2015. <b>Year 2&amp;3:</b> Annually review and update guidelines to meet existing ISTE standards.	Director, Learning Innovation with Technology Curriculum Specialists
<b>Objective:</b> Development of an introductory online course for use by students that provides them with opportunities to learn and	<b>Year 1:</b> Develop an online course for student technology skills aligning to the ISTE standards at grades 5-9 <b>Year 2:</b> Develop an online	Director, Learning Innovation with Technology Curriculum Specialists

<p>demonstrate technology skills LCAP Goal 1.1</p>	<p>course for student technology skills aligning to the ISTE standards at grades k-4 <b>Year 3:</b> Develop an online course for student technology skills aligning to the ISTE standards at grades 10-12</p>	
<p><b>Objective:</b> Development of an online course for students reviewing the district’s technology use policies LCAP Goal 1.1</p>	<p><b>Year 1:</b> Develop an online course for student use that reviews the district’s technology use policies at grades 5-9 <b>Year 2:</b> Develop an online course for student use that reviews the district’s technology use policies at grades k-4 <b>Year 3:</b> Develop an online course for student use that reviews the district’s technology use policies at grades 10-12</p>	<p>Director, Learning Innovation with Technology Curriculum Specialists</p>
<p><b>Objective:</b> Development of an online course for use by teachers that will assist them with providing students with opportunities to learn and demonstrate technology skills. LCAP Goal 2.8</p>	<p><b>Year 1:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE standards at grades 5-9 <b>Year 2:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE standards at grades k-4 <b>Year 3:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE standards at grades 10-12</p>	<p>Director, Learning Innovation with Technology Curriculum Specialists</p>

**2.e Describe goals and an implementation plan, with annual activities, to address Internet safety and the appropriate and ethical use of Technology, including Assembly Bill (AB)307 and Children’s Internet Protection Act (CIPA) compliance, in the classroom.**

We are dedicated to providing increased access to technology and digital resources to our students to expand their opportunities for learning, including less restrictive access than what was provided in the past through more restricted filtering systems. Coupled with that dedication is our belief is that all students in our district must be educated to be safe, responsible, and ethical users of 21st century digital tools. Our goal is that all students will be knowledgeable, informed users and consumers of online resources. Ultimately, students will understand Internet safety, including awareness and dangers of cyberbullying, protection from online predators, and how to maintain of online privacy. Students will be able to distinguish lawful from unlawful uses of intellectual property including the following topics: concept and purpose of copyright and fair use; downloading and peer-to-peer file sharing; and avoiding plagiarism. Our parents and teachers have also indicated that they would like additional information in this area, which has been incorporated in our plan.

<b>2.e Goals, Activities and Annual Benchmarks</b>		
<b>Goal 2.e 1: By June 30, 2018, all students will learn, observe and apply responsible and ethical Internet safety and privacy practices and distinguish lawful from unlawful uses of copyrighted works in all aspects of their academic learning and life experiences.</b>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
Review, curate and revise the online digital literacy and responsibility courses currently used by SAUSD. LCAP Goal 1	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> By August, curate the existing online digital literacy and responsibility courses, confirm grade levels for use and provide information to lead school staff regarding its use.</p> <p><b>Year 2&amp;3:</b> By August, review and revise the existing online digital literacy and responsibility courses for any changes, confirm grade levels for use and provide information to lead school staff regarding its use.</p>	Director, Learning Innovation with Technology District Librarian Curriculum Specialists Principals Librarians



<p>As a prerequisite to receiving a personal mobile device through “Access for All”, students will receive direct instruction via an online course in Internet safety, privacy, and ethical use of information LCAP Goal 1.1</p>	<p><b>Year 1:</b> Develop online courses for student use at grades 4-5, and 9-10. Include a plan that identifies the timeline when each grade level will transition to online curriculum. <b>Year 2:</b> Develop online courses for student use at grades k-1, and 2-3. Include a plan that identifies the timeline when each grade level will transition to online curriculum. <b>Year 3:</b> Develop online courses for student use at grades 11-12. Include a plan that identifies the timeline when each grade level will transition to online curriculum.</p>	<p>Director, Learning Innovation with Technology Curriculum Specialists Program Specialist Principals</p>
<p>Develop an online course for parent use that can be used with parents and shared with schools regarding Internet safety, ethical use of information, and learning resources for students. LCAP Goal 2.9 LCAP Goal 3.8</p>	<p><b>Year 1:</b> Develop an online course for parent use August 2015-November 2015 Provide information and training to parents on this online course beginning January 2016. <b>Year 2:</b> Review the online course for parent use for any revisions June-July 2016. Provide information and training to parents on this online course beginning August 2016. <b>Year 3:</b> Review the online course for parent use for any revisions June-July 2017. Provide information and training to parents on this online course beginning</p>	<p>Director, Learning Innovation with Technology District Librarian Curriculum Specialists Parent Coordinator</p>

	August 2017.	
Develop an online course for teachers that provides them with an overview in Internet safety, privacy, and ethical use of information LCAP Goal 2.8	<p><b>Year 1:</b> Develop an online course for teachers July-August 2015. Provide information and training on this online course beginning August 2015.</p> <p><b>Year 2:</b> Review the online course for teacher use for any revisions June-July 2016. Provide information and training to teachers on this online course beginning August 2016.</p> <p><b>Year 3:</b> Review the online course for teacher use for any revisions June-July 2017. Provide information and training to teachers on this online course beginning August 2017.</p>	Director, Learning Innovation with Technology District Librarian Curriculum Specialists Program Specialist
Continued Cyber Savvy Week implementation. LCAP Goal 1.1	<b>Year 1-3:</b> September – December (annually) Cyber Savvy resources will be reviewed and updated, school leads informed, and materials sent to schools in preparation for Cyber Savvy week.	Director, Learning Innovation with Technology Principal District Librarian School Librarian Curriculum Specialists

### **3. Professional Development – A strategy to ensure that staff understands how to use technology to improve education services.**

#### **3.a A summary of the teachers’ and administrators’ current technology proficiency and integration skills and needs for professional development.**

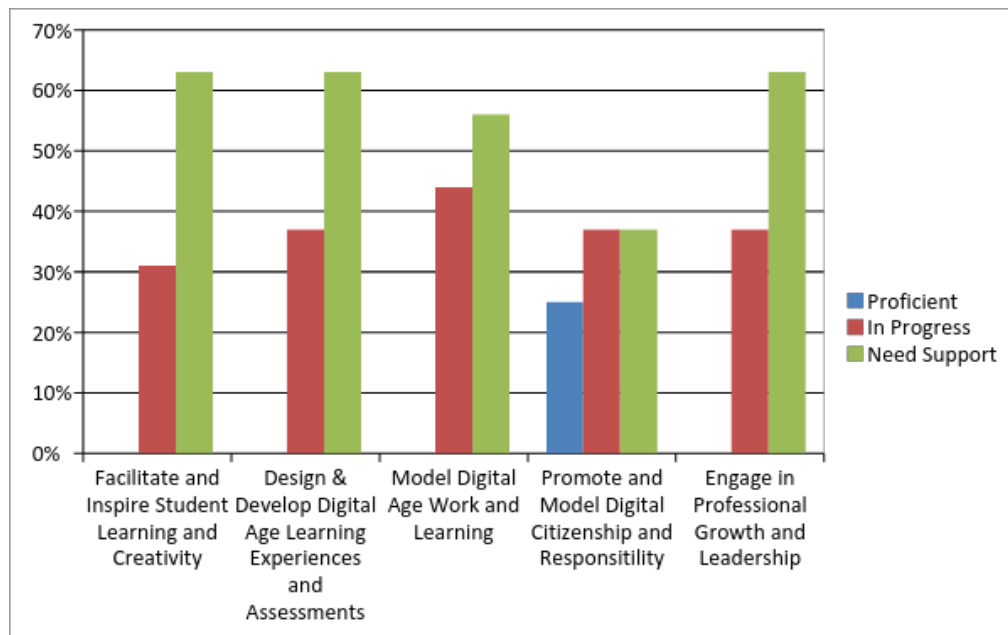
The District collects data related to technology proficiency and integration skills in teaching and learning, and its implications for professional development needs. Teachers, administrators, and staff complete District surveys to provide input on their needs for professional learning. Informal data is collected at training events at schools, at staff development classes, at meetings and during personal interviews. The analysis of this

gathered information is used for professional development planning.

Teachers and administrators have self-reported a fairly high level of attainment of skills (85%) in general technology skills proficiency, including Internet skills, communications skills, and productivity software skills. When analyzing survey data collected regarding technology knowledge and skills in the context of ISTE Standards for Teachers, teachers have identified that they need support in technology integration skills. The three priority areas for support (over 60%) identified include: Facilitating and inspiring student learning and creativity, the ability to design and develop digital age learning experiences and assessments, and professional growth and leadership. Almost 45% identified that they were in progress toward reaching proficiency in their ability to model digital age work and learning, and over 35% identified that they were proficient in their ability to promote and model digital citizenship and responsibility. Clearly, teachers are asking for support in the higher level areas we would like them to use in the classroom.

Additional survey responses and teacher feedback indicates that teachers want to use technology to create more powerful learning experiences to improve student academic achievement. Their comments identified that they wanted to:

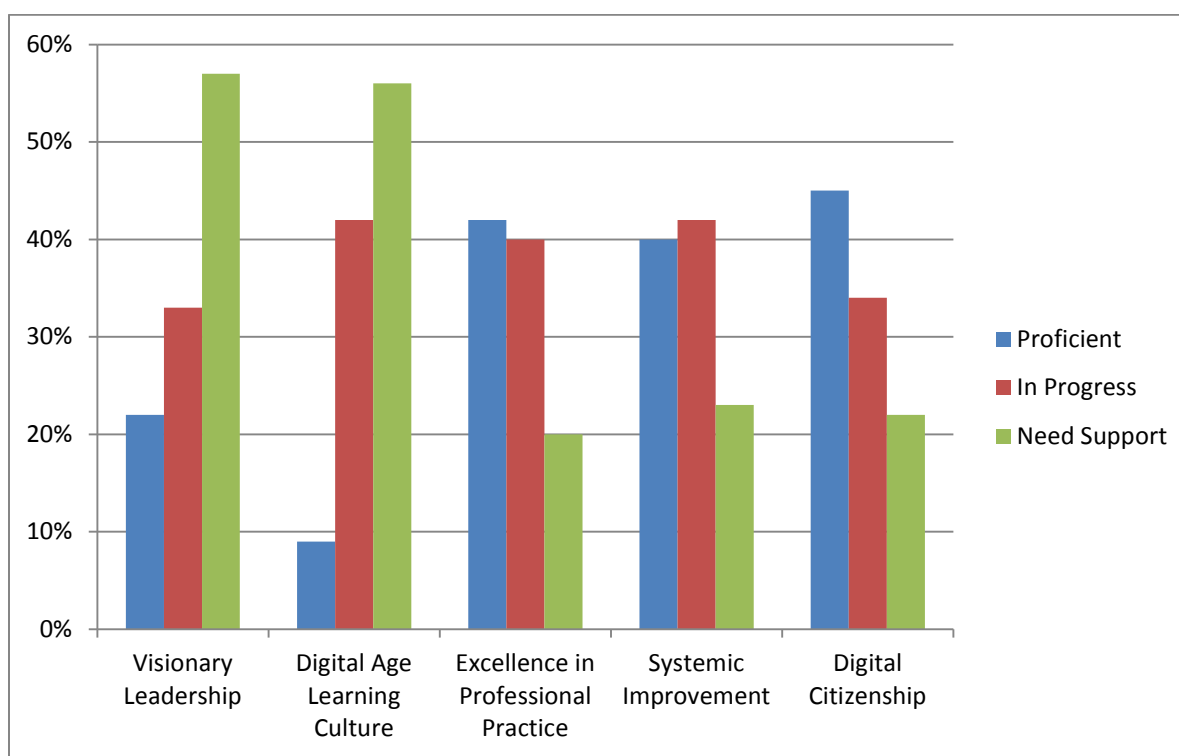
- Go beyond substitution on the SAMR model (i.e. overhead – smartboard)
- Facilitate collaboration for projects (creation, editing, etc.)
- Develop worldly experiences/interactions for students
- Learn strategies to individualize education
- Create 21<sup>st</sup> century learning experiences, such as flipped and blended learning



When analyzing interview and survey data collected regarding technology knowledge and skills in the context of ISTE Standards for Administrators

<http://www.iste.org/standards/iste-standards/standards-for-administrators> , the two priority areas for support (over 55%) include: Visionary leadership and Digital Age Learning Culture. Over 45% identified proficiency in digital citizenship. In addition, through a series of interviews, administrators have indicated a desire for:

- Increasing the baseline proficiency in general computer knowledge and skills for all District staff, including classified employees
- Identification of best practices in technology integration to become digital-age leaders at their sites
- Opportunities to visit and observe model schools and classrooms
- A variety of training options to capitalize on existing District resources including “on-demand” and on-site training, to address individual site and District needs



### 3.b Professional development goals and implementation plan

3.b Goals, Activities and Annual Benchmarks		
<p><b>Goal 3.b 1: By June 30, 2018, teachers, administrators and staff will have opportunities to participate in professional learning that addresses the areas of technology knowledge and skills identified by the ISTE Standards and that align to the goals identified by the District’s Education Technology Plan.</b></p>		
Activity	Timeline	Responsibility
<p><b>Objective:</b> Develop professional learning</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> Establish a plan that</p>	<p>Assistant Superintendent, Teaching and Learning</p>

<p>systems that allow choice, personalization, online learning, model classroom visits, and competency-based demonstration of skills-attainment. LCAP Goal 3.2</p>	<p>includes - four professional learning opportunities that are “edcamp-like” that allow for student choice and personalization. Establish a classroom visit structure for teachers to see blended learning classrooms. Continue to provide opportunities for visits to observe best practices. Develop a plan to implement competency-based professional learning for a course in ISTE standards. <b>Year 2:</b> Continue the plan started in year 1, and expand to implement the visits to blended learning classrooms and a competency-based professional learning course. <b>Year 3:</b> Continue the plan, and expand the opportunities to participate in visits to blended learning classrooms and competency-based professional learning courses.</p>	<p>Director, Learning Innovation with Technology Program Specialist Curriculum Specialists Coordinator</p>
<p><b>Objective:</b> Develop online curriculum to be used in a blended learning environment for professional development in understanding the ISTE standards for teachers and for administrators. LCAP Goal 2.8 Tech Plan Goal 2.C1</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> July-September 2015 Develop introductory online modules in the ISTE standards. Pilot modules Sept 2015-December 2015. Provide as a training resource beginning January 2016. <b>Year 2&amp;3:</b> July-August Revise the online modules in the ISTE standards as needed.</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist Curriculum Specialists</p>
<p><b>Objective:</b> Establish blended and personalized learning resources in our</p>	<p><b>Annual Benchmarks</b> <b>Year 1: July-November 2015</b> Develop and curate content</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation</p>

<p>learning management system to support teachers and schools in professional development. LCAP Goal 2.8 Tech Plan Goal 2.C1</p>	<p>targeting specific grade levels/content areas determined by the plan. Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 1 include grades 5-9. <b>Year 2:</b> Continue to develop and curate content targeting specific grade levels/content areas determined by the plan. Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 2 include grades 3-4, 10. <b>Year 3:</b> Continue to develop and curate content targeting specific grade levels/content areas determined by the plan. Pilot content with identified teachers for feedback, then release for use. Minimum grade levels to be completed in year 3 include grades k-2, 11-12.</p>	<p>with Technology Program Specialist Curriculum Specialists</p>
<p><b>Objective:</b> Provide professional development support in implementing blended and personalized learning with self-selected schools and teachers. LCAP Goal 2.8 Tech Plan Goal 2.C1</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> Outreach to all schools with a focus on grades 5-9. <b>Year 2:</b> Expanded outreach to all schools with a focus on grades 3-4, 10. <b>Year 3:</b> Expanded outreach to all schools with a focus on grades k-2, 11-12.</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology Program Specialist Curriculum Specialists</p>
<p><b>Objective:</b> Provide professional development</p>	<p><b>Annual Benchmarks</b> <b>Year 1</b> 30% of teachers</p>	<p>Assistant Superintendent, Teaching and Learning</p>

<p>to teachers to support their use of Canvas LMS, including created and curated digital content relevant to the content and performance standards at their grade level to their students. LCAP Goal 2.8 Tech Plan Goal 2.C2</p>	<p>(grades 6-8) will participate in professional development to use Canvas for development and use of digital content with students. <b>Year 2:</b> 40% of teachers (grades 5-9) will participate in professional development to use Canvas for development and use of digital content with students. <b>Year 3:</b> 50% of teachers will participate in professional development (grade 4-10) to use Canvas for development and use of digital content with students.</p>	<p>Director, Learning Innovation with Technology Program Specialist Curriculum Specialists</p>
<p><b>Objective:</b> Develop and implement a professional development plan in support of online learning opportunities for students at high schools, alternative education programs, and a virtual school. LCAP Goal 2.8 Tech Plan Goal 2.C3</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> August – provide teacher professional development in the use of Canvas and district-developed online curriculum in support of online learning for students to teachers in the content areas developed. <b>Year 2:</b> August – provide teacher professional development in the use of Canvas and district-developed online curriculum in support of online learning for students to teachers in the content areas developed. <b>Year 3:</b> August – provide teacher professional development in the use of Canvas and district-developed online curriculum in support of online learning</p>	<p>Assistant Superintendent, Teaching and Learning Coordinator of student achievement, Director of Alternative Education Director, Learning Innovation with Technology Curriculum Specialists Coordinator</p>

	for students to teachers in the content areas developed.	
<p><b>Objective:</b> SAUSD will train staff/administrators, monitor and implement online state-mandated SBAC testing by completing the following to have timely student achievement results:</p> <ul style="list-style-type: none"> <li>• Provide face-to-face training modules of use of computerized testing management system. Create training and web-based training modules and place on SAUSD website</li> <li>• Provide information and training regarding the appropriate interpretation and use of results from SBAC testing</li> </ul> <p>Tech Plan Goal 2.C4</p>	<p><b>Annual Benchmarks</b></p> <p><b>Years 1-3:</b> SAUSD will provide district/site training and collaborative opportunities to learn about the results of testing and the interpretation and use of results to improve student outcomes.</p>	<p>Assistant Superintendent, Executive Director of Research &amp; Evaluation, Research &amp; Evaluation staff, Curriculum Specialists</p>
<p><b>Objective:</b> Develop and implement a plan for professional development in the Illuminate Assessment System. LCAP Goal 2.8 Tech Plan Goal 2.C4</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> July-August complete an annual survey of professional development needs, develop professional development, and establish an ongoing training schedule, with the goal of providing training to 30% of teachers and administrators.</p> <p><b>Year 2:</b> July-August complete an annual survey of professional development needs, revise and update professional development as</p>	<p>Assistant Superintendent, Executive Director, Research &amp; Evaluation Program Specialists</p>



	<p>needed, and establish an ongoing training schedule, with the goal of providing training to 60% of teachers and administrators.</p> <p><b>Year 1:</b> July-August complete an annual survey of professional development needs, complete revisions and updates of professional development, and establish an ongoing training schedule, with the goal of training 90% of teachers and administrators.</p>	
<p><b>Objective:</b> Continue professional development support of effective use of other data resources, including gradebook, report card, and the student information system.</p> <p>LCAP Goal 2.8 Tech Plan Goal 2.C4</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1-3:</b> Annual new hire training in August and September, ongoing monthly training opportunities provided for teachers and staff. As programs are updated, training will be revised to include any new updates or changes.</p>	<p>Assistant Superintendent, Director, Learning Innovation with Technology Curriculum Specialists Program Specialist Training Specialist</p>
<p><b>Objective:</b> Develop and provide training resources for parents in accessing the LMS to facilitate school-to-home communication and coordinate access to resources to support at home learning.</p> <p>LCAP Goal 2.9 LCAP Goal 3.2 LCAP Goal 3.8 Tech Plan Goal 2.C5</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1-3:</b> Schools that are implementing Canvas will receive communication regarding Canvas opportunities for training, and instructions for Canvas use to use with parents. Parents will also have ongoing opportunities to attend follow-up training at schools and at district training events.</p>	<p>Director, Learning Innovation with Technology Program Specialist Curriculum Specialists Parent Coordinator</p>

<p><b>Objective:</b> Continue to provide information and training resources to schools and teachers in the use of the automated calling system to provide communication with parents.</p> <p>LCAP Goal 2.9 LCAP Goal 3.8 Tech Plan Goal 2.C5</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> 30% of teachers will use the calling system for relevant home communication.</p> <p><b>Year 2:</b> 60% of teachers will use the calling system for relevant home communication.</p> <p><b>Year 3:</b> 90% of teachers will use the calling system for relevant home communication.</p>	<p>Director, Learning Innovation with Technology Curriculum Specialist Training Specialist Parent Coordinator</p>
<p><b>Objective:</b> Parents will receive training, directions, and information on the use of technology as a means for communication regarding their students' progress, school and district activities and resources, and technology based resources that can be used in support of student learning.</p> <p>LCAP Goal 2.9 LCAP Goal 3.2 LCAP Goal 3.6 LCAP Goal 3.8 Tech Plan Goal 2.C6</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1-3:</b> Parents will receive communication regarding access to content on the website, opportunities for training, and instructions for website and Parent Portal use on a monthly basis during ongoing opportunities to attend district training events following DAC/DELAC meetings. Schools will receive materials and resources to facilitate training with their parents.</p>	<p>Public Information Officer Parent Coordinator Principals Director, Learning Innovation with Technology Curriculum Specialist Training Specialist</p>
<p><b>Objective:</b> Develop and implement a professional development online course for use by teachers in a blended learning environment that will assist them with providing students with opportunities to learn and demonstrate technology skills.</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE standards at grades 5-9</p> <p><b>Year 2:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE</p>	<p>Director, Learning Innovation with Technology Curriculum Specialists</p>

<p>LCAP Goal 2.8 Tech Plan Goal 2.D1</p>	<p>standards at grades k-4 <b>Year 3:</b> Develop an online course for teachers that addresses student technology skills aligning to the ISTE standards at grades 10-12</p>	
<p><b>Objective:</b> Develop and implement a professional development online course in a blended learning environment for teachers that provides them with an overview in Internet safety, privacy, and ethical use of information. LCAP Goal 2.8 Tech Plan Goal 2.E1</p>	<p><b>Annual Benchmarks</b> <b>Year 1:</b> Develop an online course for teachers July-September 2015. Provide information and training on this online course beginning October 2015. <b>Year 2:</b> Review the online course for teacher use for any revisions June-July 2016. Provide information and training to teachers on this online course beginning August 2016. <b>Year 3:</b> Review the online course for teacher use for any revisions June-July 2017. Provide information and training to teachers on this online course beginning August 2017.</p>	<p>Director, Learning Innovation with Technology District Librarian Curriculum Specialists Program Specialist</p>

#### 4. Infrastructure, Hardware, Technical Support, Asset Management and Software

This section of the plan identifies the technology hardware, Internet access, electronic learning resources (ELRs), and technical support that are essential to support the goals in the Curriculum and Professional Development Components of the plan. All evaluation and strategic planning for hardware, infrastructure, ELRs, and support is focused on implementing technology that will facilitate the meeting of academic standards and desired learning outcomes throughout the District. The intent of this plan is to provide all students, teachers, administrators, staff and parents with access to technology resources by providing Internet access, video, voice applications, recommended hardware standards, and identified software resources.

#### 4a. Current District Hardware, Internet Access, Electronic Learning Resources, and Technical Support

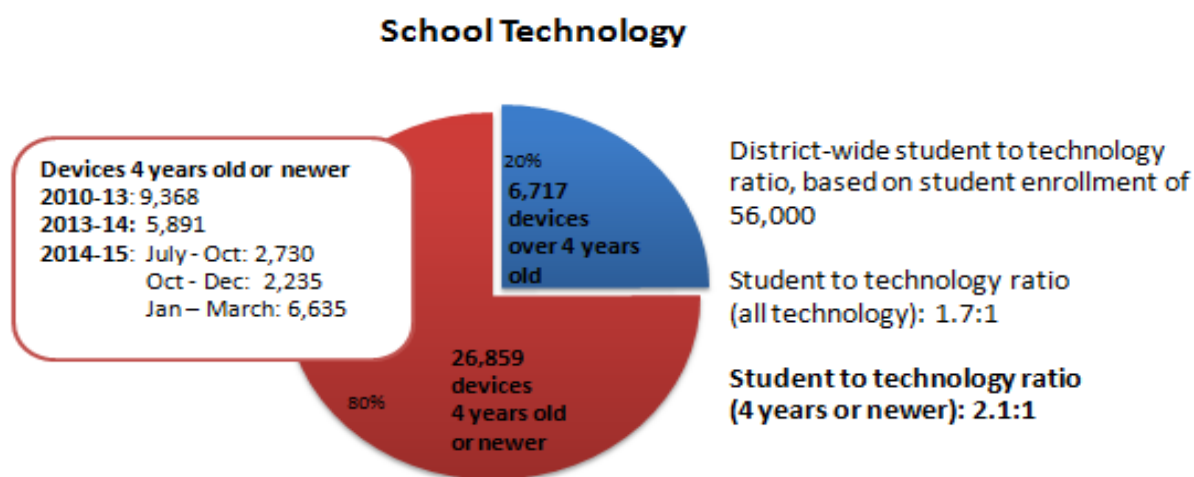
##### District Hardware

Centralized hardware is in place to support information technology needs of the District in the areas of data management, business services, operations, instruction, and communications. Servers and network hardware are upgraded on an as-needed basis.

The District's 57 schools utilize the District Technology Survey to inventory site technology on an annual basis. Schools use this data to develop plans to increase levels of student access and to leverage technology use to improve student learning. Site inventories and District purchasing records provide additional information regarding hardware, including Chromebooks, computers, and tablets as well as other peripheral devices. This information is key for developing technology integration strategies and professional development, as well as purchasing, repurposing, and replacement cycles.

Baseline specifications for technology procurement have been developed through collaboration between school site representatives and staff from technology and purchasing departments and are re-evaluated on an ongoing basis to assure we are meeting the learning needs of students.

The 2014-15 District Technology Survey data indicates that SAUSD has over 33,576 devices, including Chromebooks, iPad, Nooks and computers.



As mentioned in section 2b, there are almost 27,000 devices four years or newer (desktop, laptop, iPads, Chromebooks) which are available for student access. The new technology being selected for use is primarily mobile devices – Chromebooks being the highest number of mobile devices, followed by laptops and iPads. This increase in mobile

devices shows the district goal of providing technology access directly to students.

### **School Profile of Hardware**

Classrooms have a minimum of one computer with Internet access. Increased access to technology for students has been provided through additional desktops available in the room - or, more prevalently - through mobile device access. LCD projectors and document cameras are popular teaching tools, and increasing classrooms have this equipment installed or located on carts. Through a recent modernization bond, the district currently has over 1,500 classrooms that include an audio system, installed projector, document camera, and interactive whiteboards installed as an instructional resource to engage students in learning.

All schools have a minimum of two mobile device carts to expand access to students. High schools have a minimum of six carts, mobile devices are available 1:1 to students in grades 6-8, and elementary schools all have a minimum of one iPad cart in TK classrooms and one Chromebook cart for homework and after school program.

All high schools and intermediate schools, and many elementary schools have computer labs that are available during the school day for whole class use. Larger labs, and multiple labs consisting of 40-200 computers are generally found at secondary schools, while elementary schools generally have one computer lab of 20-40 computers. Labs are usually equipped with a projector connected to a teacher station used to engage students in whole class instruction, and many labs have SmartBoards used to further engage students in learning. Additional equipment, such as printer access and additional peripherals (headphones, microphones, and scanners) may be located in a computer lab for student use. These labs may also be available before and after school and during lunch for student use. Our Engage 360 after school program has incorporated student access to digital resources as part of their instructional goals by providing mobile device carts for students.

All schools have library/media centers which have Internet connected computers for student and teacher use. Libraries frequently have mobile device carts to support student access. In addition, elementary libraries have from two to eight Internet connected computers, intermediate libraries have at least two to ten computers, and high school libraries have computer labs of approximately 20 computers available for students to use before, during, and after school.

All high schools have Career/Higher Education Centers equipped with mobile device carts and/or computers available for student use before and after school.

All schools have purchased additional technology tools for teachers and students in

support of student learning. Some of this equipment (scanners, video cameras, Minecraft servers, science probes, video microscopes and robotics resources) is located in individual classrooms, while some is available for teacher check-out to use in the classroom. Special needs students (i.e., special education and GATE) currently have access to hardware and peripherals as identified in IEPs and program plans.

Parent access to computers and the Internet is provided at schools at parent resource centers throughout the District.

### Current District Infrastructure, Site Networks, and Connectivity

<ul style="list-style-type: none"> <li>▪ <b>Total Number of District schools = <u>57</u></b></li> </ul>
<ul style="list-style-type: none"> <li>▪ Total Number of District schools connected to the Internet by a permanent (non-dial-up) connection = <b><u>57</u></b></li> </ul>
<ul style="list-style-type: none"> <li>▪ Total number of District schools connected to the Internet by: Full T-1 <b>(0)</b> Fractional T-1 <b>(0)</b> ISDN <b>(0)</b> DSL <b>(0)</b> Microwave <b>(0)</b> Wireless (not microwave) <b>(0)</b></li> </ul>
<ul style="list-style-type: none"> <li>▪ Total number of schools in the District that are NOT connected to the District's LAN: <b><u>0</u></b></li> </ul>
<ul style="list-style-type: none"> <li>▪ Average # of drops per classroom: <b><u>8</u></b></li> </ul>
<ul style="list-style-type: none"> <li>▪ What percentage of schools is served by the following ISP? District office: <b>0%</b> County Office of Education: <b>100% OCDE – 10GB link</b> Foothill Education Technology Partnership <b>(August 2015) – 10GB link</b> California State University/University of California: <b>0%</b></li> </ul>
<ul style="list-style-type: none"> <li>▪ What percentages of classrooms in the District have a phone service in the classroom? <b><u>100%</u></b></li> </ul>
<ul style="list-style-type: none"> <li>▪ What percentages of classrooms in the District have voicemail service? <b><u>100%</u></b></li> </ul>

### District Network

The SAUSD network was originally designed and implemented in 1993. Since that time, there have been numerous changes and upgrades made, typically as a result of e-rate funding, providing sites with the latest networking technology. Broadband access has been implemented as the District standard, and as a result, bandwidth has been increased at all schools: elementary schools to 1GB, intermediate schools to 1GB, high schools to 1GB. SAUSD currently supports over 33,576 devices, including computers, laptops, Chromebooks, iPads and other tablet devices used by students at schools, (not including

BYOD devices connected to the Internet).

Each school is connected to the District Office by means of a wide area network/metropolitan area network. The District is a member of the K-12 High Speed Network Consortium. This network is a state funded program to build an infrastructure that would allow schools to take advantage of advances in network technology and provides connectivity for schools, Districts, and all higher education campuses in California. Internet2, which is a network that connects schools to universities worldwide, is also part of this program.

### **Local Area Network (LAN) Infrastructure**

- A profile of Santa Ana Unified School District's network infrastructure indicates that all schools are connected to the District over gigabit fiber links that provides data connectivity.
- Most schools have upgraded switches through recent e-rate funding.
- Elementary, intermediate and high schools are in the process of receiving upgraded switches.
- The District data center is connected by a 10 GB fiber link to the District's Internet Service Provider (OCDE).
- Network Cable Plant
  - 50 Micron Single Mode fiber connecting sites to District Hub
  - 50 Micron Multi- Mode connecting site edge to core
  - 62.5 Micron Multi-Mode fiber connecting site edge to core
- Modernized classrooms have 8 drops; all classrooms have at least one CAT5E computer drop per classroom and one telephone.
- The number of wiring closets at each school varies, depending on the availability of e-rate funds, school improvement, and modernization. A main distribution frame (MDF) connects to intermediate distribution frames (IDF) via MultiMode Fiber (MMF) Optic cable. Wiring and wiring closets have been configured to allow safe student movement and meet fire and building safety codes.
- Wireless networking (full and partial) has been implemented at all schools. At schools – such as our intermediate schools – with 1:1 mobile devices available for students, the wireless infrastructure has been upgraded to support a higher density signal access for users who are further away from wireless access points to have the same throughput speeds as those closer to wireless access points. Wireless upgrades were also completed at all schools to support increased density for SBAC assessments.

### **Network Management**

The IT center is managed by a combination of applications to identify and resolve problems as soon as possible. It is protected with the use of passwords and encryption identification and has installed firewalls to protect the integrity of data. It also utilizes IP filtering software to prevent access to inappropriate websites to assure CIPA compliance.



The use of Cisco switches has provided the IT department with the ability to implement a Virtual LAN VLAN structure to the network, which lends itself to increased performance, management, and security. Additionally there are over 7,000 network nodes noted in the environment, including wireless access points, IP phones, switches and routers.

Web and email filters are in place to prevent inappropriate access and to reduce the amount of spam delivered to district mailboxes. A border firewall is in place to prevent unauthorized access to the network.

### **Existing Server Hardware**

The district supports over 120 servers. The servers support various mission and non-mission critical functions e.g. Exchange e-mail, Aeries Student Information System, network monitoring, system management and network based storage.

### **Telecommunications Infrastructure**

Telecommunications services are provided to support expanded communication to members of the educational community; including cellular service and VOIP. Local and long distance calling is provided by AT&T through the use of multiple trunks at the district office. School sites have a limited number of analog lines for survivability, alarms, etc.

The District presently maintains its telecommunications infrastructure through a combination of District staff and third party maintenance and support. The use of telephone technology continues to be an important communication link between the District, schools, and parents.

Approximately half the district's phone system is Internet Protocol (IP) based. The voice system provides E911, unified messaging, directory lookup, conference calling, fax capabilities, etc. The voice system also provides Interactive Voice Response (IVR) menu's to help our clients find the appropriate personnel within the district. Both the legacy Avaya Definity telephone system and the Cisco VOIP system allow schools, classrooms, and District offices to contact one another via a five-digit extension number. The system also provides a telephone voice mailbox for all teachers and District staff members. Approximately 35 schools have been migrated to VOIP; the remaining sites are projected to be migrated by the end of 2016.

The district provides email to all employees, for both internal and external communication. The email system is housed on twelve servers at the hub location. The district provides external access to email and calendaring from any web browser and Smartphone.



The Parent Link messaging system is used throughout the District for automated absence calls for parents and outcalls to parents and the community. The Parent Link system is used to keep parents and the community informed about District and school site information.

The District currently has many active smartphones and hotspots that have been assigned to District and site administrators. Hotspots and cell phones are used for administrative access and communication, parent contacts and for emergency situations. Internet access is provided for portable electronic devices (i.e. smartphones) using the wireless infrastructure.

The District has many push to talk phones that have been assigned to District administrators and staff to support communication and school safety.

### **Physical Plant Modification**

A recent District bond measure has provided modernization and upgrades to school sites, which includes upgraded facilities and electrical systems that are necessary to support District technology standards. In addition, the facilities department is implementing a “cords off the floor” initiative to streamline and organize cables in the classroom, to be completed within the three years duration of the current technology plan. All work and materials are in full accordance with the latest rules and regulations of building codes and industry standards. As modernization projects progress, facilities and network management departments are coordinating to ensure efficiency of efforts.

### **Current District Software and Electronic Learning Resources**

#### **District Standards**

To better facilitate District and site software support and electronic document exchange, the District has identified specific *Microsoft Office* and *Google Docs* as standards. New computer purchases must include a five-year on-site warranty, including *Microsoft Office* licensing. In order to increase the level of defense against viruses and spam throughout the District, the TIS (Technology Innovation Services) department has implemented Microsoft Forefront Spam Filter. Internet content is filtered using *Content Keeper* to meet Child Internet Protection Act (CIPA) guidelines. The TIS department is also currently implementing Microsoft System Center to streamline software upgrades and workstation management.

The following chart provides a snapshot of the use of District systems software and applications and learning resources that are housed at the District level and are accessible and used throughout the District

## District Systems

### **Student Information System**

The District has implemented *Aeries* as its student information system. It is used to maintain student data and includes demographics, attendance, discipline, assessment, grades, course file information and master scheduling. Teachers use the Aeries Browser Interface (ABI) attendance component of *Aeries* to take daily student attendance and parents use the Parent Portal to access student attendance information.

### **Business System**

The *Oracle* system has been implemented within the District's intranet for facilitating financial, accounts, purchasing, budgeting, personnel, benefits, and warehouse. The system was installed in 2001 in order to meet the growing needs of the District and to comply with California's Standardized Account Code Structure (SACS). The payroll system is provided by the Orange County Department of Education. Additional components of the *Oracle* system will continue to be implemented.

### **Special Education Information System (SEIS)**

The District has implemented *SEIS* (Special Education Information System), a web based system that is managed by the San Joaquin County Office of Education. *SEIS* is used by all special education teachers to manage their student data.

### **Email**

*Outlook* client and *Outlook* web access has been implemented during the last three years for District email accounts. All certificated and classified staff are eligible for a SAUSD email account. The SAUSD Employee Acceptable Use Agreement must be signed before an account is established, and each District employee must sign off on the District email policy on an annual basis. The District is expanding use to provide email services to students through Gmail.

### **SAUSD Website: [www.sausd.us](http://www.sausd.us)**

The SAUSD District website has undergone a major upgrade over the last three years through the implementation of the *SchoolWires* web hosting service. The District website functions as a communication resource for information for parents, the community, students, teachers, and administrators.

### **California School Information Services (CALPADS)**

The District is participating in the CALPADS program. CALPADS facilitates the exchange and transfer of student information electronically for state reporting to the California Department of Education and to Districts and public postsecondary institutions.

### **Professional Development Management**

*Oracle Learning Management* is a web-based application used to enroll, manage, and record attendance for any of the professional development classes offered by the District. Every District department that provides professional development has access to this system to manage their training data and every employee has access to the program to enroll in training.

**Automated Calling System**

*Parent Link* is a web-based product that is used for automated home calls from schools, teachers, programs and District as well as for absence calls. Each school and department has access to this calling system.

**Library and Textbook Circulation**

The District uses the *Follett Destiny Library Automation System* for textbook circulation with all secondary schools and is progressing with implementation at the elementary school level.

**Current District Technology Support****Help Desk**

Technology Innovation Services coordinates and facilitates technology support in the schools. The centralized service desk (help desk) supports all personnel with their technology needs.

Walk-in Depot Repair Services for laptops are provided.

Computer assets are tracked through the districts Oracle Business System.

**Technical Support**

Technology Innovation Services has (2) Help Desk Technicians and (1) Help Desk Analyst that support the Help Desk lines and perform initial incident response. If the incident cannot be resolved on the call a service ticket is initiated. Service tickets are routed to appropriate personnel with a 3 day Service Level Agreement. (8) Network Technicians support computers, the network infrastructure, VoIP, and servers at 60 sites and assist 15 site computer technicians at the intermediate and high schools. (2) Senior Network Analysts maintain the districts core infrastructure and systems. (1) Network Engineer designs and implements new technology. (1) Web Infrastructure System Administrator maintains and installs servers, database, Active Directory and intranet.

**Base Program of Technology Support**

Each comprehensive high school has 1 full time equivalent (FTE) computer technician who provides technology support to that school.

Currently, the District's intermediate schools have a 6-hr technical support at the school site. Elementary schools have a 3.75-hr instructional assistant devoted to computer lab support.

**4.b Technology hardware, electronic learning resources, networking, infrastructure, plant modifications, support and asset management needed.**

<b>4.b Goals, Activities and Annual Benchmarks</b>		
<b>Goal 4.b 1: By June 30, 2018, all students will have access to technology to support achievement of the academic standards in the classroom and meet District curricular goals.</b>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
<p><b>Objective:</b> SAUSD will continue to pursue its “Access for All” implementation to provide mobile devices to all students to enable their access to engaging and empowering learning experiences LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> By June 30, 2016, students in grades 9, 10 and 5 will have access to a mobile device.  <b>Year 2:</b> By June 30, 2017, students in grades 3, 4 and 11 will have access to a mobile device.  <b>Year 3:</b> By June 30, 2018, students in grades 1, 2 and 12 will have access to a mobile device.</p>	<p>Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology  Director, Technology Innovation Services  Coordinator</p>
<p><b>Objective:</b> As we move forward in expanding access to technology to students, it must be considered that eventually technology will need to be refreshed. It is anticipated that to maintain a continuity of access, the technology that was acquired in 2014-15 to provide access to students in grades 6-8 will need to be refreshed in three years, by 2018-19. It will be essential to establish a refresh plan for each subsequent grade level receiving access to mobile devices.</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> A three-year refresh plan with associated funding will be established to address a refresh of student technology purchased in 2014-15. Funds for this refresh will be budgeted and set aside beginning 2015-16.  <b>Year 2:</b> Funding will be established to address a refresh of student technology purchased in 2015-16.  <b>Year 3:</b> Funding will be established to address a refresh of student technology purchased in 2016-17.</p>	<p>Assistant Superintendent, Business Operations  Assistant Superintendent, Teaching and Learning Director, Learning Innovation with Technology  Director, Technology Innovation Services  Coordinator</p>
<b>Goal 4.b 2: By June 30, 2018, network infrastructure will be updated to support student attainment of the academic standards in the classroom and meet District curricular goals.</b>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
<p><b>Objective:</b> School site</p>	<p><b>Annual Benchmarks</b></p>	<p>Asst. Dir. Network</p>

<p>network infrastructure needs to be capable of supporting 10 Gb throughput with very little latency to ensure an engaging user experience.</p> <p>The plan is to have at least one 10 GB capable switch in every building and a 10 GB Core at every site by end of 2018 calendar year. LCAP Goal 2.4, 2.7</p>	<p><b>Year 1:</b> By June 30, 2015 the district will have upgraded its WAN links to 10 Gb. At that time the district will have 3 High Schools and 6 Intermediate Schools with access at 10 Gb. All remaining high schools and intermediate schools will have 10 Gb circuits by Dec. 2015.</p> <p><b>Year 2:</b> The plan is to have at least one 10 Gb capable switch in every building and a 10 Gb Core at every site by end of 2016 calendar year. 37 elementary schools are expected to be completed by June, 2016.</p>	<p>Network Engineer</p>
<p><b>Objective:</b> The Districts ISP currently provides a 10 Gb link to the district office. To meet the projected needs of our 50k+ students, this link will be increased to 60 Gb. An additional 10 Gb circuit will be installed to ensure sufficient throughput capable of meeting the both the district’s business service needs. LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Provide a total of 20 GB of Internet bandwidth by December, 2016.</p> <p><b>Year 2:</b> Review and monitor bandwidth utilization and upgrade as needed.</p> <p><b>Year 3:</b> Review and monitor bandwidth utilization and upgrade as needed.</p>	<p>Asst. Dir. Network Network Engineer</p>
<p><b>Objective:</b> Each school site is connected to the district central hub on a 1 GB WAN circuit. By June 30, 2015 the district will have upgraded its WAN links to 10 GB. LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Provide a 10 GB WAN link to all secondary schools by December, 2015, and all elementary schools are expected to be completed by June, 2016.</p>	<p>Asst. Dir. Network Network Engineer</p>

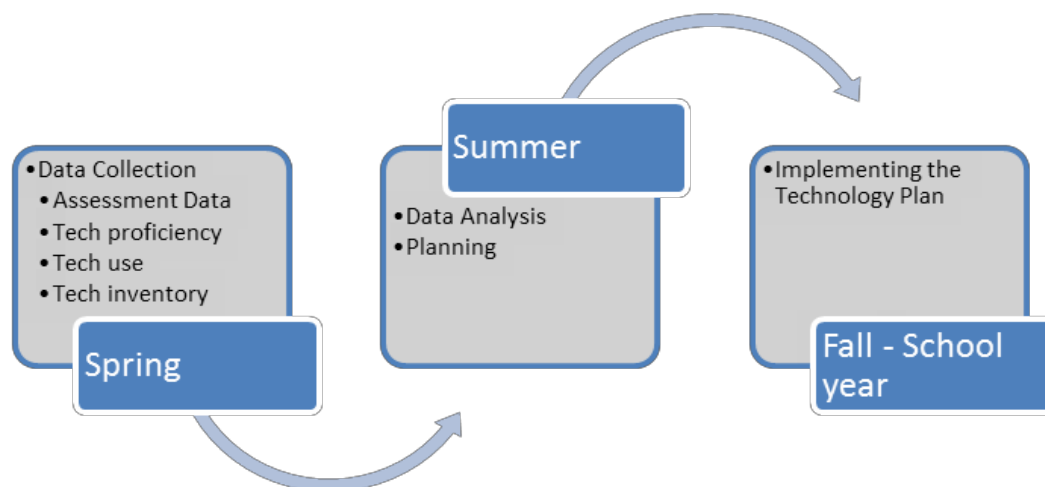
	<p><b>Year 2:</b> Review and monitor bandwidth utilization and upgrade as needed.</p> <p><b>Year 3:</b> Review and monitor bandwidth utilization and upgrade as needed.</p>	
<p><b>Objective:</b> Wireless infrastructure will need to support a 1:1 initiative at all school levels. This should include a transition to 802.11ac wireless supporting both the 2.4GHz and 5GHz bands. As the need for device density coverage evolved, it quickly was realized an access point was needed in almost every classroom. LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Provide 1:1 wireless infrastructure for all Secondary schools by December 31, 2015.</p> <p><b>Year 2:</b> Provide 1:1 wireless infrastructure for the remainder schools in the district by December 31, 2016.</p> <p><b>Year 3:</b> Review and monitor wireless infrastructure and upgrade as needed.</p>	<p>Asst. Dir. Network Network Engineer</p>
<p><b>Objective:</b> Continue virtualization efforts in the District’s datacenter reducing the overall number of servers making support and management easier as well as reducing costs. Current environment is 0% virtual and a move towards mostly all virtual is desirable after determining which services and/or applications need to remain physical. LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b></p> <p><b>Year 1:</b> Provide virtual infrastructure for implementation of new server appliances to support educational and business processes, targeting 10 server appliances in year 1.</p> <p><b>Year 2:</b> Continue to provide virtual infrastructure for implementation of new server appliances to support educational and business processes, targeting an additional 10 server appliances in year 2.</p> <p><b>Year 3:</b> Continue to provide virtual infrastructure for implementation of new server appliances to support</p>	<p>Asst. Dir. Network Network Engineer</p>

	educational and business processes, targeting an additional 10 server appliances in year 3.	
<p><b>Objective:</b> Continued monitoring of bandwidth will be needed to accommodate the dramatic growth in both web based and digital content. It is essential our learning resources are available anywhere anytime. LCAP Goal 2.4, 2.7</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> By December, 2015 complete a network traffic audit to plan for further network modifications and expansion. Monitoring 100 network nodes for year 1.  <b>Year 2:</b> By December, 2016 continue network traffic audit to plan for further network modifications and expansion. Monitoring an additional 100 network nodes for year 2.  <b>Year 3:</b> By December, 2017 continue network traffic audit to plan for further network modifications and expansion. Monitoring an additional 100 network nodes for year 3.</p>	Asst. Dir. Network Network Engineer

<p><b>Goal 4.b 3: By June 30, 2018, a plan for asset management for technology resources will be developed and implemented to support student attainment of the academic standards in the classroom and meet District curricular goals.</b></p>		
<b>Activity</b>	<b>Timeline</b>	<b>Responsibility</b>
<p><b>Objective:</b> Establish and implement a plan for the asset management of District technology resources.</p>	<p><b>Annual Benchmarks</b>  <b>Year 1:</b> Research and identify an asset management model, review our existing system, develop an asset management plan, secure an asset management resource if needed, and begin implementation.  <b>Year 2&amp;3:</b> Continue</p>	Asst. Dir. Network Network Engineer Coordinator

	implementation of asset management plan.	
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## 5. Monitoring & Evaluation of the Technology Plan



### 5.a Process for Evaluating the Plan's Progress and Impact

The primary purpose of the SAUSD Education Technology Plan is to provide a guide for District and site technology decision-making processes. In order to maintain the accuracy and relevance of our Education Technology Plan, it is essential to monitor and if necessary revise each component of this plan on an ongoing, cyclical basis.

The implementation of the goals and objectives in the Technology Plan will be monitored by the District's Core Technology Committee. This committee will meet twice a year (June and November) for the duration of the plan to review progress and identify any needed adjustments. The Committee will prepare an annual report on progress. There is the possibility that there will be items identified in the plan that will not be implemented due to lack of funding. If that occurs, the technology committee will review the plan and revise planned implementations accordingly. There have also been instances in which unexpected funding sources have accelerated implementation. If that occurs, it will be included in the technology committee review process.

### 5.b Schedule for Evaluating the Plan's Implementation and Process for Communicating Results to Plan Stakeholders

The District's Core Technology Committee will meet twice a year (June and November) for the duration of the plan to review progress and identify any needed adjustments. The



Committee will prepare an annual report on progress, which will be shared with cabinet-level leadership for the purpose of communicating results to cabinet and board. The District's Education Technology Plan Stakeholder committee meets annually for an update presentation on District progress in meeting plan goals and objectives. Most of the objectives identified are also aligned to LCAP goals. The District gathers data on progress toward LCAP goals three times a year, which is then shared with the community and school board. SAUSD also maintains several avenues of communication – including a robust website, a local television channel, and social media including Facebook pages representing the superintendent, the district, and education services – which can be used to share information about progress with our technology plan.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Updated Visual and Performing Arts Strategic Plan for 2015-20 School Years

**ITEM:** Action

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

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

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the updated Visual and Performing Arts (VAPA) Strategic Plan for the 2015-20 school years. The VAPA Arts Strategic Plan serves to meet the needs of students in the 21<sup>st</sup> century and to align it with the Local Control Accountability Plan (LCAP).

**RATIONALE:**

The VAPA Arts Strategic Plan was modernized by a group, who came together for the first time, of administrators, teachers, and community members. The committee's goals were to create a vision for the District that would provide a high quality, comprehensive, sequential, standards-based arts education for all students, at all schools.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the updated Visual and Performing Arts Strategic Plan for the 2015-20 school years.

**Santa Ana Unified School District  
Visual and Performing Arts Strategic Plan 2015-2020  
Executive Summary**

**VISION STATEMENT**

Educate, enrich and empower  
students with a variety of  
innovative opportunities that foster  
the development of thriving arts  
literate global citizens who  
contribute to a creative economy.

On Friday March 6, 2015, a group of administrators, teachers and community members met for the first time to update Santa Ana Unified School District's Visual And Performing Arts (VAPA) Strategic Plan. The committee came together again on April 2, 2015 to create a vision statement and finalize the plan. The committee's goals were to create a vision for Santa Ana that would provide a high quality, comprehensive, sequential, standards-based arts education for all students at all schools. The goal is to fully implement the plan within 3- 5 years, acknowledging that the implementation timeline will need to correspond with overall district financial obligations.

In the two sessions, the committee updated the District Plan to meet the needs of students in the 21<sup>st</sup> Century and also to align it with the district Local Control Accountability Plan. The Strategic Plan is divided into six *Focus Areas* that address the specific needs of a comprehensive arts program. Resources used to help define these focus areas were the *National Core Arts Standards*, 2014; *The Qualities of Quality: Understanding Excellence in Arts Education*, Project Zero, Harvard University, 2009; *21<sup>st</sup> Century Skills, Education and Competitiveness, Resource and Policy Guide*, Partnership for the 21<sup>st</sup> Century; *Ed Codes 51210, 51220 and 8950*.

Data was also gathered to inform the committee on the current status of arts education in the district. The data showed the number of classes being offered in each arts content area and the number of VAPA teachers at each school site.

The **FOCUS AREAS** are:

1. Access
2. Core Curriculum
3. Professional Development
4. Career Pathways and Community Ties
5. Facilities and Resources
6. Leadership

**Santa Ana Unified School District**  
**Visual and Performing Arts Strategic Plan 2015-2020**  
**Executive Summary**

Each *Focus Area* has specific action steps to be taken, with their resulting outcomes, budget implications, LCAP alignment and recommended timelines for implementation. The timeline for the plan has been divided into three phases for implementation. This would allow the district flexibility according to fiscal restraints but provide a roadmap for long-term implementation. It is intended for this plan to be reviewed and updated on a semi-annual and annual basis.

Attached you will find:

1. Task Force Committee Members
2. Data on current arts education in the district
3. Complete Visual and Performing Arts Education Plan

## ACKNOWLEDGEMENTS

The development of the Visual and Performing Arts Strategic Plan was coordinated by Roxanna S. Owings, Coordinator, Special Projects, Steve Venz, Orange County Department of Education VAPA Coordinator and Helena Hanna, California Arts Project. They are gratefully acknowledged for their leadership and facilitation skills in the development of this plan. The following SAUSD VAPA educators and community partners comprised the Task Force members and are acknowledged for investing invaluable time, thought, passion, and expertise in the development of the VAPA Strategic Plan.

<b>SANTA ANA UNIFIED MEMBERS</b>	<b>SITE</b>
Francine Beaman	Godinez Fundamental High School
Kathryn Cobb-Woll	Santa Ana High School
Matthew Cruz	Cesar Chavez High School
Theresa Davis	Special Projects
Victor De Los Santos	Santa Ana High School
Anita Ford	Jefferson Elementary
Elsa Garcia-Chau	Loren Griset
Victoria Groskreutz	Mendez Fundamental Intermediate
David Haglund, Ed.D	Educational Services
Gary Halverson	Elementary Music
Katrinka Haynes	Santa Ana High School
Althea Holdcroft	MacArthur Fundamental Intermediate
Julie Infante	Santa Ana High School
Don Isbell	Career Technical Education & ROP
Alex Ito	Learning Innovation with Technology
Joseph Kaye	Santa Ana High School
Wes Kriesel	21 <sup>st</sup> Century Learning
Meg Lloyd	Spurgeon Intermediate
Maria "Susie" Lopez Guerrero	Community Relations
Robyn MacNair	Special Projects
Eileen Maeda	Elementary Music
Chester Maharaj	Godinez Fundamental
Dawn Miller	Educational Services
Roxanna S. Owings	Special Services
Erin Sawyer	Carr Intermediate
Margaret Segalla	Seegerstrom Fundamental High School
Laura Sotelo	Godinez Fundamental High School
Robert Sudbeck	Elementary Music
Edward Winchester	Educational Services

<b>COMMUNITY MEMBERS</b>	<b>ORGANIZATION</b>
Rosa Aldaz	Arts Ed Alliance
Jennifer Alvarado	Kidseum
Nancy Warzar Brady	Bowers Museum
Sara Guerrero	South Coast Repertory
Helena Hanna	Southern California Arts Project
Susan Kotses	Pacific Symphony
Mike McGee	City Arts Commission
Kelly Reenders	City Arts Community Development Agency
John Spiak	Grand Central Art Center
Jim Thomas	Retired Arts Administrator
Steve Venz	OCDE VAPA Coordinator
Patricia Wayne	California Arts Alliance

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

**ACCESS**

**GOAL:** Provide equity of access to dance, music, theatre and visual arts education for all students.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – **Implementation of State Standards** – Parent Involvement – **Pupil Achievement** – **Pupil Engagement** – School Climate – **Course Access** – Other Pupil Outcomes

**Specific LCAP Goals Addressed:**

- 1.1 Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to, high quality instruction, instructional materials, academic supports, and technology-based resources.
- 1.6: Provide equity of access to Advanced Placement (AP) course options, AP training for teachers, and AP summer boot camp, and implement an International Baccalaureate (IB) program.
- 1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.
- 1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academics.
- 1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.
- 2.1: Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.
- 2.4: Ensure equitable access to technology in classrooms, on campus, and at home.
- 2.5 Ensure equitable access to the core instructional program, including visual and performing arts (VAPA), and physical education courses.

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• Make resources available (webinars, materials) electronically</li> </ul>	<ul style="list-style-type: none"> <li>• Enrich content knowledge</li> <li>• Foster communication and showcase peer ideas and</li> </ul>	2015-Conduct and search for research-based and applicable	VAPA Department	\$120.00 per day per sub

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• Create a district VAPA website</li> </ul>	achievements <ul style="list-style-type: none"> <li>• Maintain novelty and inspiration between peers</li> </ul>	resources and materials for distribution		
<ul style="list-style-type: none"> <li>• Provide music instruction at all school sites including all TK-5 grades.</li> <li>• Increase staffing based on the student population at each school site.</li> </ul>	Increased general music instruction for TK-5 students. <ul style="list-style-type: none"> <li>• TK-K Increase from 0% to 100%</li> <li>• 1<sup>st</sup> Grade increase from 4% to 100%</li> <li>• 2<sup>nd</sup> Grade increase from 4% to 100%</li> <li>• 3<sup>rd</sup> Grade maintain 100%</li> <li>• 4<sup>th</sup> Grade increase from 58% to 100%</li> <li>• 5<sup>th</sup> Grade increase from 49% to 100%</li> </ul>	2015-Increase all TK-K 2016-Increase all 1 <sup>st</sup> Grade 2017-Increase all 2 <sup>nd</sup> Grade 2018-Increase all 4 <sup>th</sup> Grade 2019-Increase all 5 <sup>th</sup> Grade	VAPA department, school site administrators, teachers	\$100,000 per FTE
<ul style="list-style-type: none"> <li>• Survey teachers for current instructional time provided for students in music.</li> <li>• Determine appropriate equitable scheduling based on desired learning outcomes</li> <li>• Adjust instructional times at all school sites to meet the needs.</li> </ul>	Provide consistent and equitable music instructional time to all students TK-5.	2015 begin survey  2016 determine scheduling needs  2017 adjust scheduling	VAPA Department, school sites	No cost
<ul style="list-style-type: none"> <li>• Provide instrumental music instruction at all school sites</li> </ul>	Increased instrumental music instruction (band and strings)	2015 begin yearly increase	VAPA department, school site	\$100,000 per FTE



**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
for 4-5 grades. <ul style="list-style-type: none"> <li>• Increase staffing based on the student population at each school site.</li> <li>• Purchase additional instruments to meet the needs of interested students</li> <li>• Increase instrumental music class sizes to accommodate all interested students</li> </ul>	grades 4-5	of instruction based on yearly increase of FTEs; work with vendors to obtain high quality instruments	administrators, teachers, and counselors	Type of instrument & ranges are from \$250-\$1500
<ul style="list-style-type: none"> <li>• Work with site administrators to assess the needs in arts instruction to include all arts content areas</li> <li>• Increase staffing based on student population and arts course needs at each school site.</li> <li>• Work with site administrators to adjust the master schedule to ensure students can take arts courses in each grade level.</li> <li>• Increase honors arts course offerings</li> </ul>	<ul style="list-style-type: none"> <li>• Increase course offerings/instruction in all arts content areas at all intermediate and high schools.</li> <li>• Increase course offerings to satisfy “F” Requirement for UC/CSU entrance and to AP arts classes.</li> </ul>	2015-do a needs survey  2016-begin to increase staffing  2016-adjust master schedules; AERIES, sign-up sheets; enrollment  2016-Begin to increase Honors	Ed Services, VAPA department	\$100,000 per FTE

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• VAPA and AME teachers collaborate to develop AME Pathways for the district</li> <li>• Work with middle school and high school sites to explore scheduling options</li> </ul>	<ul style="list-style-type: none"> <li>• Increased course offerings for students beginning in 7<sup>th</sup> grade.</li> <li>• Increase flexibility and variety of scheduling options to accommodate AME Pathways.</li> </ul>	Courses  2015-VAPA/AME Collaboration 2016-explore scheduling options	Ed Services, VAPA Department, CTE Director	\$100,000 per FTE
<ul style="list-style-type: none"> <li>• Work with site administrators to provide time for students to receive instruction in dance, visual art and theatre.</li> <li>• VAPA coordinator works with a curriculum committee to develop TK-5 articulated standards-based program and identify resources and personnel needed to support the programs.</li> </ul>	All students have access to all the arts in grades K-5. Increased instruction in all arts content areas (dance, theatre and visual arts) at all K-5 schools.	2016-begin unpacking new National Arts Standards to begin developing a standards-based program	VAPA department	\$120.00 per day per sub
<ul style="list-style-type: none"> <li>• Assess the needs in arts instruction to include all arts content area</li> <li>• Increase staffing based on student population and arts course needs at each school site.</li> <li>• Research conservatories at other locations</li> </ul>	<ul style="list-style-type: none"> <li>• Increase course offerings and instruction in all arts content areas (dance, music, theatre and visual arts) at all intermediate schools.</li> <li>• All schools will increase adherence to California Education Code 51210 and 51220 provisions mandating instruction in the arts.</li> </ul>	2015-begin to research conservatories in other locations 2016-do a needs survey 2017-begin to increase staffing	Ed Services, VAPA Department	\$100,000 per FTE

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
	<ul style="list-style-type: none"> <li>• All students will develop fundamental arts literacy skills</li> <li>• Increased enrollment in VAPA courses in all grades</li> </ul>			

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

**CORE CURRICULUM**

**GOAL:** Implement a K-12 sequential, standards-based VAPA curriculum and assessment aligned with Common Core and supporting creativity, collaboration, critical thinking and communication.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – **Implementation of State Standards** – Parent Involvement – Pupil Achievement – Pupil Engagement – School Climate – Course Access – Other Pupil Outcomes

**Specific LCAP Goals Addressed:**

- 1.1: Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources.
- 1.2: Implement progress monitoring (growth) assessments for all academic programs.
- 1.3: Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes.
- 1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way (PLTW), and Science Technology Engineering Arts Mathematics (STEM/STEAM) programs at all schools.
- 1.8: Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.
- 1.9: Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.
- 2.5: Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), and physical education courses.
- 2.6: Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing visual and performing arts (VAPA) and other elective classes.

Action Step	Outcome	Individual(s) Responsible	Metrics Timeline	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• Develop benchmarks assessments K-12</li> <li>• Implement assessments across the district</li> <li>• Collect and provide data to all school</li> </ul>	<ul style="list-style-type: none"> <li>• Determine student achievement in the arts based on collected data from benchmark assessments.</li> </ul>	VAPA Teachers, VAPA Curriculum Specialist,	2015-data from benchmark assessment	\$120.00 per day per substitutes

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

Action Step	Outcome	Individual(s) Responsible	Metrics Timeline	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• Review benchmark assessments annually</li> </ul>	<ul style="list-style-type: none"> <li>• Provide data for administrators, counselors and teachers to guide placement of 6-12 grade students appropriately into course levels.</li> <li>• Ongoing refinement of assessments to increase effectiveness of showing student learning.</li> </ul>	VAPA administrator	Review and refine assessment	
<ul style="list-style-type: none"> <li>• Support teachers in implementing Common Core strategies based on the district <i>Theoretical Framework</i></li> <li>• Incorporate the <i>Theoretical Framework</i> into the VAPA curriculum</li> </ul>	<ul style="list-style-type: none"> <li>• Keep teachers updated on the district <i>Theoretical Framework</i></li> <li>• Units of instruction will implement common core strategies including development of academic language, writing to learn and other areas of focus specified by Theoretical Framework.</li> </ul>	Ed Services, VAPA Curriculum Specialist	2015 (on-going)  2016-surveys, enrollment in PD	\$120.00 per day per sub; Factor B rate: \$39.403 hourly
<ul style="list-style-type: none"> <li>• Collaborate with Ed Services Dept. to create Visual and Performing Arts curriculum writing and review committee.</li> <li>• Curriculum specialist will lead team</li> </ul>	<ul style="list-style-type: none"> <li>• Identify and appoint arts leads teachers in each discipline.</li> <li>• District will have a common sequential</li> </ul>	Ed Services, VAPA Curriculum Specialist, VAPA	2016-committee members, data from common	\$120.00 per day per sub

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Individual(s) Responsible</b>	<b>Metrics Timeline</b>	<b>Budgeted Expenditures</b>
<p>and teachers in writing course descriptions, outlines, scope and sequence, and units of instruction with supporting materials</p> <ul style="list-style-type: none"> <li>• Implement curriculum across the district with support from curriculum specialist and professional development.</li> <li>• Review curriculum annually.</li> <li>• Collect data from common district assessments</li> </ul>	<p>standards-based curriculum and assessment in the arts.</p> <ul style="list-style-type: none"> <li>• Students will receive ongoing standards-based units of instruction in each VAPA discipline</li> <li>• Curriculum committee will meet quarterly to review and refine to stay current with standards and student achievement</li> <li>• Show student achievement through data from common district assessments</li> </ul>	<p>administrator</p>	<p>assessments</p>	
<ul style="list-style-type: none"> <li>• Research effective blended learning models and strategies for VAPA courses</li> </ul>	<ul style="list-style-type: none"> <li>• Implement blended learning into VAPA courses</li> </ul>	<p>Ed services, VAPA curriculum specialist</p>	<p>2017-enrollment in VAPA courses, AERIES</p>	<p>Professional Development participant: Factor A: \$35.434</p>

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

**PROFESSIONAL DEVELOPMENT**

**GOAL:** Provide high quality professional development to enhance teacher instruction that supports and sustains student achievement.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – Implementation of State Standards – Parent Involvement – **Pupil Achievement** – **Pupil Engagement** – School Climate – **Course Access** – Other Pupil Outcomes

**Specific LCAP Goals Addressed:**

- 1.3 Maintain partnerships with institutions of higher education and community organizations that support desired student-learning outcomes.
- 1.8 Increase availability of Career technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.
- 2.1 Ensure access to the core instructional program by providing highly qualified teachers at each site and ongoing professional development for all staff.
- 2.8 Provide professional development for teachers in implementation of the new State standards and technology integration strategies.

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• Meet with site administrators to provide common early release dates for VAPA teachers.</li> <li>• Provide one day a month for collaboration across district K-12</li> </ul>	Dedicated collaboration time for VAPA teachers to meet specified goals that are revisited and refined regularly.	2015 (on-going)  2016-sign in sheets	VAPA Department, Ed Services, School site principals	No cost
Offer cutting edge professional development in current technology	<ul style="list-style-type: none"> <li>• Staff stays current in educational practices and pedagogical issues.</li> <li>• Bolster 21<sup>st</sup> century skills</li> <li>• Increased access to arts education for students</li> </ul>	2015 (on-going); flyers of offerings; enrollment	Ed Services, VAPA Department	No cost

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
<p>Provide professional development for multiple subject teachers.</p> <ul style="list-style-type: none"> <li>• Attend Arts Advantage Curriculum Workshops in Dance, Music, Theatre and Visual Arts</li> <li>• Attend <i>Pathways for Understanding the Arts Disciplines Institutes</i></li> <li>• Attend <i>Developing Artistic Literacy</i></li> <li>• Attend other professional development opportunities that support increase of arts content knowledge.</li> <li>• Participate in action research studies to show academic achievement in the arts</li> </ul>	<ul style="list-style-type: none"> <li>• Enrich instructional practices</li> <li>• Multiple subject teachers attend discrete arts instruction professional development.</li> <li>• Multiple subject teachers are able to teach the arts discretely and develop interdisciplinary units if instruction.</li> <li>• Multiple subject teachers provide student evidence of student academic achievement.</li> </ul>	<p>October 2015- Arts Advantage Workshops begin for multiple subjects teachers; flyers of course offerings</p> <p>Assessment grades; surveys</p> <p>Summer 2015- Music PUAD and ongoing</p>	<p>Ed Service, VAPA Department</p>	<p>PD costs range from \$100-350 per session or conference or training</p>
<p>Provide professional development for arts specialist teachers that:</p> <ul style="list-style-type: none"> <li>• Develops Courses of Study</li> <li>• AME Pathways</li> <li>• Utilizes the backwards design process for writing course descriptions</li> <li>• Includes assessment, common</li> </ul>	<ul style="list-style-type: none"> <li>• VAPA teachers are able to write an articulated standards-based curriculum for arts specialists, K-12.</li> <li>• VAPA teachers have ongoing, consistent, supported time to meet and work on developing units of study</li> </ul>	<p>2015-2018: process of writing curriculum begins with the support of Ed Services</p>	<p>Ed Services, VAPA Department, CTE Director</p>	<p>PD costs range from \$100-350 per session or conference or training; \$120.00 per day per sub</p>



**Santa Ana Unified School District**  
**Visual and Performing Arts Education Plan 2015-2020**

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• core and 21<sup>st</sup> century skills</li> <li>• Develop scope and sequence with units of study</li> </ul>				
<ul style="list-style-type: none"> <li>• Calendar dates one year ahead for professional learning and collaboration on a yearly basis.</li> <li>• Each arts content area meets on a monthly basis</li> <li>• Implement discipline specific professional development in August (including vertical teaming)</li> </ul>	<ul style="list-style-type: none"> <li>• Sustained and ongoing professional development in like and across disciplines.</li> <li>• Foster communication and articulation between teachers in like PLCs K-12.</li> </ul>	2015- Calendar set for 2015-2016; 2015- implementation of schedule	Ed Services, VAPA Department	\$120.00 per day per sub
<ul style="list-style-type: none"> <li>• Write a professional development plan</li> <li>• Provide a broad array of professional development opportunities.</li> <li>• Administrators, stakeholders and teachers attend ongoing discipline specific and general VAPA professional development events.</li> <li>• Collaborate with organizations such as:</li> <li>• The California Arts Project (TCAP)</li> <li>• California Arts Education Association (CAEA)</li> </ul>	Provide professional development in arts education opportunities and organizations such as: <ul style="list-style-type: none"> <li>• <i>Collaborative Design Institute</i> (arts specialist teachers)</li> <li>• <i>Pathways for Understanding the Arts Disciplines Institutes</i> (elementary teachers)</li> <li>• Other specialized institutes (like college board AP institutes)</li> <li>• <i>Courageous Creativity</i> (administrators and stakeholders)</li> <li>• <i>Invitational Institutes</i></li> </ul>	2015-begin to meet and discuss PD plan with VAPA sub-committee and arts teachers;  2015-continue PLC work	Ed Services, VAPA Department	PD costs range from \$100-350 per session or conference or training

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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• California Music Educators Association (CMEA)</li> <li>• California Educational Theatre Association (CETA)</li> <li>• California Dance Education Association (CDEA)</li> <li>• National Arts Organizations</li> </ul>	<ul style="list-style-type: none"> <li>• National Core Arts Standards and other programs</li> </ul>			
<ul style="list-style-type: none"> <li>• Provide staff development for 6-12 teachers to support the interdisciplinary collaboration needed for 21<sup>st</sup> century unit development.</li> <li>• Provide the time for writing</li> <li>• Follow a Lesson Study model for implementation and revisions</li> </ul>	<ul style="list-style-type: none"> <li>• Interdisciplinary units of instruction will be developed to meet the 21<sup>st</sup> century job market requirements for technology and creativity.</li> </ul>	<p>2016- implement PD</p> <p>2017-provide collaboration time for writing</p> <p>2018- implement Lesson Study model</p>	Ed Services, VAPA Department	PD costs range from \$100-350 per session or conference or training; \$120.00 per day per sub

**Santa Ana Unified School District**  
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**CAREER PATHWAYS AND COMMUNITY TIES**

**GOAL:** Establish a sustainable connection between SAUSD K-12 Visual and Performing Arts and the Arts Community.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – Implementation of State Standards – **Parent Involvement** – Pupil Achievement – Pupil Engagement – **School Climate** – Course Access – Other Pupil Outcomes

**Specific LCAP Goals Addressed:** 1.3 Maintain partnerships with institutions of higher education and community organizations that support desired student-learning.

1.8 Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academics.

2.3 Increase resources to schools to support extracurricular programs for students, instructional materials and other programs and supplies to enhance student outcomes.

3.2 Support learning opportunities for all stake holders such as, but not limited to, providing family events, i.e. Open House, and Back To School Nights

2.10 Support student learning via science camps and experiential field trips, and offering summer enrichment programs for elementary and intermediate schools.

2.11 Establish partnerships that ensure student success including, but not limited to, creating a Program Development Office (grant writer), partnering with non-profit organizations to provide Internet access at low cost to families and Internet-enabled devices for student check-out.

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
<ul style="list-style-type: none"> <li>• Establish Festival schedule, location, and showcase opportunities.</li> <li>• Continue and expand district wide events such as:               <ul style="list-style-type: none"> <li>○ Honor events</li> <li>○ Share Festivals</li> <li>○ Art Shows</li> <li>○ District Dance Concerts</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Expanded opportunities for District-sponsored arts festivals to showcase VAPA.</li> <li>• Educate community about SAUSD arts education</li> </ul>	2015 (on-going); community participation; attendance at events; increase of community-	VAPA department	Cost of transportation: \$350.00; substitute costs: \$120.00 per day per sub; cost of

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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>○ District summer enrichment programs</li> <li>● Establish a district-wide, one-day Arts Festival at Santa Ana Bowl.</li> </ul>	<ul style="list-style-type: none"> <li>● Build community ties and create community involvement</li> </ul>	based organizations		adjudicators: \$300.00
<ul style="list-style-type: none"> <li>● Placement of students in arts-related internships.</li> <li>● Explore viable arts internship opportunities for students.</li> <li>● Establish relationships and network with the Arts, Media and Entertainment business community in local area.</li> <li>● Provide continuous learning opportunities with Arts professionals regarding career to work connection.</li> </ul>	<ul style="list-style-type: none"> <li>● 20 percent increase in SAUSD students placed in viable internship programs and provided career opportunities with yearly increases.</li> <li>● Established relationships with businesses and community organizations create internship and work experience opportunities for students</li> <li>● Students attend lectures, forums, career fairs and receive counseling in job opportunities and arts-related careers</li> </ul>	2016-attendance; participation in programs, internships and work experiences; sign in sheets	Identified Community Organizations, CTE Director, VAPA Department	No Cost
Research, identify and invite all potential resource partners to the district sponsored career awareness Faire for the arts.	Establish partnerships with Academia, and Professional Arts agencies and businesses in the City of Santa Ana, and Southern California.	2016	VAPA department	No Cost
Develop Public Relations campaign directed toward parents and the city to promote the educational and economic benefits of the arts.	<ul style="list-style-type: none"> <li>● District implements clear, concise campaign about the</li> </ul>	2015 (on-going)	VAPA Department, Communications	\$1500 per event

**Santa Ana Unified School District**  
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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
	<p>value of arts education generating support for arts education from the community.</p> <ul style="list-style-type: none"> <li>• Distributable, tangible and accessible promotional materials are developed (2016)</li> </ul>		Office	
Establish relationships with colleges and universities to establish more VAPA student teachers and pool for hiring new arts educators.	<ul style="list-style-type: none"> <li>• Increased placement of VAPA student teachers in SAUSD</li> <li>• Stronger candidate pool for new hires; increase in number of applicants for VAPA positions</li> </ul>	2017	VAPA Department, identified colleges and universities, Human Resources	No cost
<ul style="list-style-type: none"> <li>• Establish VAPA liaison to work with City Arts Commission and Developmental Agencies in community.</li> <li>• Collaborate with the City and SAUSD teachers for regular participation in the Santa Ana Art Walk</li> </ul>	<ul style="list-style-type: none"> <li>• Establish a working partnership with the City of Santa Ana and arts community.</li> <li>• Broad community buy-in amongst key stakeholders</li> <li>• Increased student and community participation on a monthly basis in Art Walk, with K-12</li> </ul>	2015 (on-going)  2016	VAPA Department, Community Relations Department	No cost

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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
	students.			
<ul style="list-style-type: none"> <li>• Establish a Career Faire featuring opportunities for jobs and careers in arts and other industries influenced by the creative economy such as Boeing.</li> </ul>	<ul style="list-style-type: none"> <li>• Students and families are educated about viable arts and creative career opportunities, skill and education requirements, and salaries.</li> <li>• Expanded awareness of the importance of arts education</li> </ul>	2017 enrollment in arts courses; attendance	VAPA Department, Ed Services, teachers, colleges/university	\$1500-\$2500 per event
<p>Expand summer enrichment opportunities by supporting and promoting collaborative events such as:</p> <ul style="list-style-type: none"> <li>• District musical</li> <li>• Arts on the Lawn</li> </ul>	<ul style="list-style-type: none"> <li>• Engage more students in arts programs during the summer and increase arts course enrollment during regular school year.</li> <li>• Increased community engagement</li> </ul>	2017 enrollment in arts courses; attendance	Ed Services, School sites, VAPA teachers	\$1500-\$2500 per event

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**Visual and Performing Arts Education Plan 2015-2020**

**FACILITIES AND RESOURCES**

**GOAL:** Establish dedicated, adequate and state of the art facilities and resources for all VAPA (Visual and Performing Arts) classes across all grades K-12.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – Implementation of State Standards – Parent Involvement – Pupil Achievement – Pupil Engagement – **School Climate** – Course Access – Other Pupil Outcomes

**Specific Goals Addressed:**

3.3 Establish processes that support maintaining current facilities (school safety and maintenance)

3.4 Support school and district operations to create welcoming and productive school environments.

3.10 Support the enhancement of school climate through smooth operations and processes.

Action Step	Outcome	Metrics Timeline	Individual(s) Responsible	Budgeted Expenditures
Purchase general music instruments, teaching materials, and equipment <ul style="list-style-type: none"> <li>• Acoustic piano</li> <li>• Orff Percussion</li> <li>• Misc. Percussion</li> <li>• Recorders</li> <li>• Digital pianos</li> <li>• Method Books</li> <li>• Risers</li> <li>• Music White Boards</li> <li>• Band/Orchestra Instruments</li> </ul> Misc.	<ul style="list-style-type: none"> <li>• Equitable access to general music and equipment for all students K-5</li> <li>• Comprehensive music program is supported with adequate musical instruments and resources.</li> <li>• Resources provided commensurate with increased class sizes and FTEs (See Access Focus Area)</li> </ul>	2015	VAPA Department, Ed Services	Type of instrument and ranges from \$250-\$1500 per instrument
Purchase music posture chairs, music stands, and storage racks <ul style="list-style-type: none"> <li>• Acoustic Pianos</li> <li>• Chairs</li> </ul>	<ul style="list-style-type: none"> <li>• Equitable access to band and orchestra programs and equipment for all students, grades 4-5.</li> </ul>	2015-invoices; requests for instruments	VAPA Department, Ed Services	Type of instrument and ranges from \$250-

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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• Chair racks</li> <li>• Stands</li> <li>• Stand racks</li> <li>• Music White Boards</li> <li>• Misc.</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive band and orchestra programs with adequate music instruments and instruction.</li> <li>• Resources provided commensurate with increased class sizes and FTEs (See Access Focus Area)</li> </ul>	PO's and requisitions		\$1500 per instrument
Explore possibilities to establish district maintenance and repair operations for all equipment K-12.	Sustained equipment and resource maintenance across the district, K-12.	2015	VAPA Department, Facilities	No Cost
<ul style="list-style-type: none"> <li>• Explore resources that support the district standards-based curriculum and 21<sup>st</sup> century learning.</li> <li>• District will provide a centralized inventory of materials and resources that are frequently used in VAPA classes.</li> </ul>	VAPA resources are up to date and standards-based	2015 explore resources 2016 provide inventory	VAPA Department, VAPA Teachers, school site administrators	\$600.00 (high end of materials and/or resources)
<ul style="list-style-type: none"> <li>• Conduct a safety inspection at all school sites.</li> <li>• Make recommendations for repairs or upgrades.</li> <li>• Create a timeline for repairs and upgrades.</li> <li>• Create a schedule for accessibility of shared spaces as needed.</li> </ul>	Facilities at all school sites are accessible, adequate and safe.	2015 inspection and recommendations 2016 create a timeline and schedule	VAPA Department, school sites, Facilities	No Cost



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***Visual and Performing Arts Education Plan 2015-2020***

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• Visit schools with facilities dedicated to VAPA classes.</li> <li>• Data will be compiled, based on needs assessment, and used to inform VAPA facilities and resources needs.</li> <li>• Educate community, staff, administrators and school board regarding the need for adequate, dedicated and state of the art facilities for VAPA education for all students.</li> </ul>	<p>Appropriate facilities and resources that support a high quality arts education. Community, staff, administrators and school board will understand the need for adequate facilities and resources.</p>	<p>2015 school visits  2015 compile data  2016 share results</p>	<p>Facilities, School site administrators, VAPA Department</p>	<p>No cost</p>
<ul style="list-style-type: none"> <li>• VAPA coordinator works with facilities to determine space and special circumstances needs.</li> <li>• Collaborate with school sites to establish flexible spaces for arts instruction.</li> <li>• Reserve at least 3 rooms at each elementary school.</li> </ul>	<ul style="list-style-type: none"> <li>• Arts instructional space at each school site.</li> <li>• Provides ability to schedule multiple arts classes at one time</li> <li>• Improve and expand participation and accessibility</li> </ul>	<p>2016 work with facilities 2016 establish work spaces 2017 Provide rooms</p>	<p>Facilities, School site administrators, VAPA Department</p>	<p>No Cost</p>
<ul style="list-style-type: none"> <li>• Provide instrument inventory storage areas for the summer – frees up space at the district office</li> </ul>	<p>Dedicated instrument inventory at school sites.</p>	<p>2016, summer</p>	<p>VAPA Department, School Sites, Music teachers</p>	<p>\$110.00 per month per storage unit (average cost)</p>

**Santa Ana Unified School District**  
***Visual and Performing Arts Education Plan 2015-2020***

**LEADERSHIP**

**GOAL:** SAUSD will cultivate a climate where arts education is supported and valued by all stakeholders.

**Local Control Accountability Plan (LCAP) Alignment:**

Basic Services – Implementation of State Standards – Parent Involvement – Pupil Achievement – Pupil Engagement – **School Climate** – Course Access – Other Pupil Outcomes

**Specific LCAP Goals Addressed:**

- 1.1 Provide equitable student access to a rigorous, standards-based, instructional program that includes, but is not limited to, high quality instruction, instructional materials, academic supports, and technology-based resources.
- 1.2 Implement progress monitoring (growth) assessments for all academic programs.
- 1.8 Increase availability of Career Technical Education (CTE) & Regional Occupational Program (ROP) courses and academies.
- 1.9 Create course options by establishing a virtual school that promotes course choice at the high school level and enhances personalized learning options across all grade levels.
- 2.5 Ensure equitable access to the core instructional program, including Visual and Performing Arts (VAPA), and physical education.
- 2.6 Ensuring access for low income pupils to the core instructional program including, but not limited to, implementing project-based learning, increasing Visual and performing (VAPA) and other elective classes.

<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• Disseminate VAPA Strategic Arts Plan and communicate about it to all stakeholders through district website, administrator meetings, department chair meetings, ILT meetings, school site councils</li> <li>• Educate all stakeholders on brain research related to the arts and how the arts support learning; foster arts advocacy</li> </ul>	<ul style="list-style-type: none"> <li>• Administrators, counselors and teachers understand plan and support arts education, working in specified areas to carry out implementation where needed.</li> <li>• Data bank and library of research available on arts education; VAPA website becomes resource of research and advocacy support</li> <li>• VAPA newsletter disseminated</li> </ul>	2015	Ed Services, VAPA Department, VAPA department leads, teachers, counselors, site administrators	No Cost

**Santa Ana Unified School District**  
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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<ul style="list-style-type: none"> <li>• Collect and disseminate research on the value of arts education</li> <li>• Collect data on an ongoing basis on the effectiveness of the implementation of the VAPA strategic plan.</li> <li>• Revise and update plan annually</li> <li>• Prepare annual Board Presentation to communicate</li> </ul>	<ul style="list-style-type: none"> <li>with research and advocacy features; VAPA website used as educational resource for research and advocacy</li> <li>• Quarterly spotlights of student achievement in the arts through district communications and local media</li> <li>• Implementation of annual surveys as a tool to measure effectiveness of VAPA strategic plan</li> <li>• Use of data, including baseline, action research, student work, surveys, course outlines, increased course offerings, completed scope and sequence of course, and developed rigorous units of instruction to show progress</li> </ul>			
<ul style="list-style-type: none"> <li>• Re-frame through Public Relations efforts, the perception of arts education as core curriculum</li> </ul>	<ul style="list-style-type: none"> <li>• Arts education is considered part of core curriculum and students receive ongoing standards-based, sequential instruction as part of well-rounded educational program.</li> </ul>	2016	VAPA Department Ed Services, Communications Department	\$500.00 per year
<ul style="list-style-type: none"> <li>• Hire qualified full-time TK-12 VAPA administrator employed by district. This administrator will, among other things, oversee implementation of strategic VAPA plan, liaise with arts teachers,</li> </ul>	<ul style="list-style-type: none"> <li>• Arts education valued with equal setting at the table of core curriculum.</li> <li>• Fully operational VAPA department with designated</li> </ul>	2017	Ed Services, Human Resources, VAPA Department	\$100,000 per FTE; \$283.00 (stipend for VAPA leads, per SAEA

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<b>Action Step</b>	<b>Outcome</b>	<b>Metrics Timeline</b>	<b>Individual(s) Responsible</b>	<b>Budgeted Expenditures</b>
<p>oversee coordination of district VAPA events, design and implement ongoing professional development, collaboration and articulation for VAPA teachers, network and intermediate with local arts community, college and businesses, and represent SAUSD in county meetings and events</p> <ul style="list-style-type: none"> <li>• Establish VAPA committees to assist VAPA administrator               <ul style="list-style-type: none"> <li>○ VAPA Curriculum Committee</li> <li>○ Arts Coalition Community Connection and Outreach</li> <li>○ Specialized task committees as needed for specific events and projects</li> </ul> </li> </ul>	<p>committees supports arts learning for all students</p>			<p>CBA); \$120.00 per day per sub</p>
<p>Develop “Look Fors” for site and classroom visits</p>	<p>Administrators effectively evaluate arts education programs, and provide specific feedback and support for arts educators to assist with building/maintaining premier arts education programs</p>	<p>2017</p>	<p>Ed Services, VAPA Department</p>	<p>No cost</p>

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of Agreement with TurnAround Schools 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 service agreement with TurnAround Schools for the 2015-16 school year.

**RATIONALE:**

TurnAround Schools will provide professional training to 567 Team 2 teachers at Adams, Diamond, Harvey, Jackson, King, Lincoln, Mitchell, Monte Vista, Sepulveda elementary schools, Carr, Spurgeon intermediate schools, Godinez Fundamental, and Valley high schools. Training will focus on the key elements of the No Excuses University philosophy. The presenters will facilitate conversations and learning about establishing college and career success from Pre-K through college, success through effective collaboration, effective vocabulary instruction, reading fluency, classroom management, and student goal setting.

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:**

Various Site Funds: \$21,700

**RECOMMENDATION:**

Approve the service agreement with TurnAround Schools for 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 **TurnAround Schools/No Excuses U** 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 professional training to all Team 2 teachers at Adams, Diamond, Harvey, Jackson, King, Lincoln, Mitchell, Monte Vista, Sepulveda elementary schools, Carr, Spurgeon intermediate schools, and Godinez Fundamental, and Valley high schools. Training will focus on the key elements of the No Excuses University philosophy. The presenters will facilitate conversations and learning about establishing college and career success from Pre-K through college, success through effective collaboration, effective vocabulary instruction, reading fluency, classroom management, and student goal setting per the Speakers Agreement dated June 24, 2015**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **8/27/2015** and will diligently perform as required and complete performance by **8/27/2015**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$21,700**

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:

**TurnAround Schools, No Excuses U  
700 Kimbro Ave.  
Argyle, TX 76226**

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 **24th 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

6/23/2015

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

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

## **SPEAKERS' AGREEMENT**

**This consulting agreement is entered into as of June 24, 2015, by and between Santa Ana USD and TurnAround Schools. The start and end time of each date of service listed below will be determined jointly by the speaker and the district/school in charge of contracting with TurnAround Schools. No audio or videotaping of any associate may take place without the express written consent of TurnAround Schools.**

**Speakers:** Damen Lopez, Frank Nardelli, Doug Curry,  
Laura D'Acquisto & Gail Adams

**District Contact:** Eleanor Rodriguez – Principal  
King Elementary  
[Eleanor.Rodriguez@sausd.us](mailto:Eleanor.Rodriguez@sausd.us)  
714.972.6000

**Date of Consulting:** August 27, 2015

**Location/Time:** Carr Intermediate - 8:00 am – 3:00 pm (See Attached)

**Other:** King Elementary will provide LCD projector, projection screen, audio speakers compatible with computer, and a microphone for the presenter. Additionally, King Elementary will provide handouts for all those in attendance. Presenters will send .pdf files containing handouts prior to the presentation.

**Compensation:** Santa Ana USD agrees to pay in full the rate of \$21,700 (for all five presenters and inclusive of expenses) within 30 days of the date(s) of consulting, unless written cancellation is received forty-five days prior to the date(s) of consulting set forth above. All payments are to be made directly to TurnAround Schools - **Tax ID # 27-2083623.**

**Agreed:**



Dan Lopez Ed.D. - President  
TurnAround Schools



Date: 6/24/15

\_\_\_\_\_  
Dr. Michelle Rodriguez, Assistant Superintendent

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

**Please sign and date this agreement and return it to: TurnAround Schools, 700 Kimbro Avenue, Argyle TX 76226 or fax to 760.494.4792**

**No Excuses University Staff Development**

**Carr Intermediate School**

**August 27, 2015**

Cost for Staff Development Keynote Speaker

High and Intermediate Schools      \$550.00 per site

<u>School Site</u>	<u>Staff</u>
Godinez	94
Valley	100
Carr	80
Spurgeon	45

Elementary Breakout Sessions/Keynote Speaker

Elementary Schools:      \$2,450.00 per site

<u>School Site</u>	<u>Staff</u>
Adams	28
Diamond	25
Harvey	25
Jackson	45
King	33
Lincoln	45
Monte Vista	24
Sepulveda	23

# No Excuses University Staff Development

## Carr Intermediate School

August 27, 2015

Welcome 8:00 – 8:10

Keynote Speaker Damen Lopez 8:10 – 9:45

**Elementary Breakout Session 1: 10:00 – 11:15**

Damen Lopez Collaboration Auditorium

Doug Curry Transforming to a Culture of Universal Achievement

Frank Nardelli 6 Essential Characteristics of NEU Professionals

Laura D'Acquisto Differentiation in a NEU School

Gail Adams Effective Vocabulary Instruction: Research Validated Practices for Addressing Common Core Vocabulary Standards

**Lunch 11:15 -12:15**

**Elementary Breakout Session 2: 12:20 – 1:40**

Doug Curry Transforming to a Culture of Universal Achievement  
Auditorium

Laura D'Acquisto Student Goal Setting (working with data)

Frank Nardelli 6 Essential Characteristics of NEU Professionals

Gail Adams Getting Up to Speed: Strategies to Meet Common Core Reading Fluency Standards

**Elementary Breakout Session 3: 1:45 – 3:00**

Frank Nardelli The Evolution of Exceptional Auditorium

Laura D'Acquisto Student Goal Setting (working with data)

Doug Curry Llama Training - Exceptional Classroom Training

Gail Adams Getting Up to Speed: Strategies to Meet Common Core Reading Fluency Standar

## **Keynote Speaker: Damen Lopez**

### **No Excuses University: How Six Exceptional Systems are Revolutionizing Our Schools**

In a stirring keynote, No Excuses University founder Damen Lopez urges schools and districts to find greater academic success than ever before by making college readiness a K-12 initiative. In doing so, he answers three key questions: First, where is this success already happening across the country. Second, why does an initiative like this need to happen? Finally, how are schools making this success happen? Damen ultimately reveals to participants that the answer for school success is not found in the purchase of programs, but rather the development of Six Exceptional Systems.

## **K -5 Breakout Sessions**

### **Building School Success Through Effective Collaboration**

**Presenter: Damen Lopez**

Many sites take on considerable school wide endeavors without developing an exceptional system for the way they collaborate effectively. Because of this, their efforts tend to produce lackluster results. This session will share how Three Tiered Collaboration can instill a model of collaboration that expands the effectiveness and efficiency of your teams. Learn strategies that will help you organize your collaborative efforts in a way that increases standards alignment, supports ongoing professional growth, and ensures balanced responsibility by all team members.

### **Transforming to a Culture of Universal Achievement**

**Presenter: Doug Curry**

Your school is either a school of hope or one of hopelessness. Does your school view students and parents for what they can be, or are they viewed as present or potential failures? What would happen if in your school, your very best teacher could somehow teach every single class in the entire school? What if that person's attitudes and beliefs about students and parents were reflected in every single classroom? If this were to occur, you would truly have a "culture of universal achievement". Come to this session expecting to see what it truly means to become a No Excuses University. Come ready to learn how to go back and transform your school so that lives are changed.

### **Llama Training - Exceptional Classroom Management**

**Presenter: Doug Curry**

Teachers are like a herd of llamas, running through the grass. Kids can be vicious tigers, looking for a victim. Are you the slowest llama? Don't be the slowest anymore!

Come learn how to successfully manage your students, whether you are elementary, middle, or high school. The techniques you will learn are meant to empower you to be able to manage your class in a confident and happy manner and to create the best possible environment for learning. These are proven techniques that are being successfully used in schools across the U.S. Run fast, little llama!

### **The Evolution of Exceptional: How to Keep the Fire Lit**

**Presenter: Frank Nardelli**

The development of Six Exceptional Systems in NEU Schools is never ending. In fact, for a system to be “exceptional” in your school it must be a work in progress that is driven by results. Exceptional Systems in NEU Schools serve as the foundation for your school’s success and they are based on your school’s clarity of purpose. Through a combination of planning, action and reflection, your school can integrate continuous growth into every system you establish. In this session, the VP of NEU, Frank Nardelli, will share how to intentionally develop Six Exceptional Systems in your school that continue to evolve.

### **The 6 Essential Characteristics of NEU Professionals**

**Presenter: Frank Nardelli**

The No Excuses University Network is a dynamic network of “like-minded” schools. What makes us so “like-minded?” We are united by our Six Exceptional Systems, which are designed, endorsed and implemented by every No Excuses University. The Exceptional Systems are unique solutions to important challenges within our schools and they are developed by the “critical mass” of each school’s staff. The NEU Professionals, the dedicated and determined teachers, administrators and staff members who form this “critical mass” share some common characteristics. They are committed, courageous, collaborative, creative, character centered and college crazy! In this session, the VP of NEU, Frank Nardelli, will explore each of these essential characteristics and provide examples of how each trait can be demonstrated by an NEU Pro.

### **The Evolution of Exceptional: How to Keep the Fire Lit**

**Presenter: Frank Nardelli**

The development of Six Exceptional Systems in NEU Schools is never ending. In fact, for a system to be “exceptional” in your school it must be a work in progress that is driven by results. Exceptional Systems in NEU Schools serve as the foundation for your school’s success and they are based on your school’s clarity of purpose. Through a combination of planning, action and reflection, your school can integrate continuous growth into every system you establish. In this session, the VP of NEU, Frank Nardelli, will share how to intentionally develop Six Exceptional Systems in your school that continue to evolve.



## **Student Goal Setting: How to Guide your Students to Maximum Success as you Climb the Six Exceptional Systems Staircase.**

**Presenter: Laura D'Acquisto**

In this session, we will explore how to make a Culture of Universal Achievement a reality at your school. Participants will learn how assessments “for” learning can help diagnose the individual strengths and weaknesses of their students in order to focus instruction on crucial needs. We will then discuss how to use this information to actively involve students in making decisions about their learning. Methods for guiding students in setting individual and class goals that help them take ownership of their progress and achievement will be explicitly explored. Witness the class and student goal setting process that has proven to be an effective means for increasing student achievement at NEU schools across the nation!

## **Differentiation in an NEU School**

**Presenter: Laura D'Acquisto**

Meeting the diverse needs of all students in an elementary classroom is a daunting task to say the least. Yet it is the most important job we have as teachers if we are to help all learners meet their maximum potential. This session will take a closer look at why differentiation in language arts is such a crucial part of developing a Culture of Universal Achievement. Learn methods to analyze data in order to group students effectively and maximize your instructional time. Discuss different collaboration strategies that can positively impact students. Reach your ultimate goal of helping student experience academic success at their unique level.

## **Effective Vocabulary Instruction: Research Validated Practices for Addressing Common Core Vocabulary Standards**

**Presenter: Gail Adams**

The English Language Arts Common Core Vocabulary Standards require that students acquire and use accurately a range of general academic and domain specific words and phrases specific for reading, writing, speaking and listening. This presentation highlights the critical role of vocabulary instruction and outlines the components of an effective vocabulary program. Participants will learn a research-validated routine for teaching vocabulary, procedures for selecting words for instruction, practice activities that promote word learning and effective ways of ensuring active student participation

## **Getting Up to Speed: Strategies to Meet Common Core Reading Fluency Standards**

**Presenter: Gail Adams**

The Common Core Language Arts Standards for Reading: Foundational Skills K-5 require that students read with sufficient accuracy and fluency to support comprehension. Students in Grade 6-12 must possess appropriate fluency skills in order to read and comprehend history/social studies, science and technical material required of them in the Secondary Common Core Literacy Standards. This presentation highlights the strong correlation between reading fluency and reading comprehension. Participants will learn to implement a daily six-minute model to increase fluency in all students. They will also be introduced to a novel partner routine that can be used as an effective alternative to silent, sustained reading.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:** Approval of License with Smarty Ants, Inc. 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 license with Smarty Ants, Inc. for the 2015-16 school year.

**RATIONALE:**

Smarty Ants, Inc. is an instructional reading software program for K-2 students. The program records and analyzes each student's behavior and captures the data to create a personalized learning path that best fit each student's learning needs. Implementation of Smarty Ants began in the 2014-15 school year. This program will be implemented for 12,404 students in 33 elementary schools for the 2015-16 school year, as decided by individual sites.

LCAP Goal 2.3: Ensure resources to schools to support extracurricular programs for students, instructional materials, and other programs and supplies to enhance student outcomes.

**FUNDING:**

Various Site Funds: \$93,537

**RECOMMENDATION:**

Approve the licensing with Smarty Ants, Inc. for the 2015-16 school year.



**MAIL or FAX Order to: 415.329.5927 or [billing@smartyants.com](mailto:billing@smartyants.com)**

**QUOTE**

**Learn - Read - Achieve**

Smarty Ants, Inc.  
Phone: 877.905.ANTS

TO Dr. Michelle Rodriguez  
Santa Ana Unified School I  
714-558-5679

QUOTE NO. CA-459486  
Date June 2, 2015  
Contact Person Sarah O'Connor  
Phone 949-291-9707

**QUOTE EXPIRES June 30, 2015**

Smarty Ants Reading World annual subscription. Site Licensing gives each building unlimited number of licenses for July 1, 2015 to June 30, 2016. Subscription includes access to the program online, iPads,

School	New / Renewal / Expansion	Purchase Date	Expiration Date	NEW Expiration	Students	
Adams Elementary	NEW	3/25/2015	9/1/2016	Prorate in 2016	Site	N/A
Carver Elementary School	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Davis Elementary	2015/2016 Renewal	9/18/2014	9/18/2015	6/30/2016	Site	\$3,753
Diamond Elementary	2015/2016 Renewal	10/1/2014	10/1/2015	6/30/2016	Site	\$3,336
Edison Elementary	NEW	3/18/2015	8/31/2016	Prorate in 2016	Site	N/A
Esqueda Elementary	NEW	7/1/2016	6/30/2016	6/30/2016	Site	\$5,000
Franklin Elementary School	NEW	3/18/2015	8/31/2016	Prorate in 2016	Site	N/A
Fremont Elementary School	NEW	4/16/2015	6/30/2016	6/30/2016	Site	N/A
Garfield Elementary	2015/2016 Renewal	10/21/2014	10/21/2015	6/30/2016	Site	\$3,336
Greenville Fundamental	NEW	3/25/2015	9/1/2016	Prorate in	Site	N/A
Harvey Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Heninger Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Heroes Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	80	\$2,000
Hoover Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Jefferson Elementary	2015/2016 Renewal	1/15/2015	1/15/2016	6/30/2016	Site	\$2,085
Kennedy Elementary	2015/2016 Renewal	8/25/2014	8/25/2015	6/30/2016	Site	\$4,170
King Elementary	2015/2016 Renewal	10/22/2014	10/22/2015	6/30/2016	Site	\$3,336

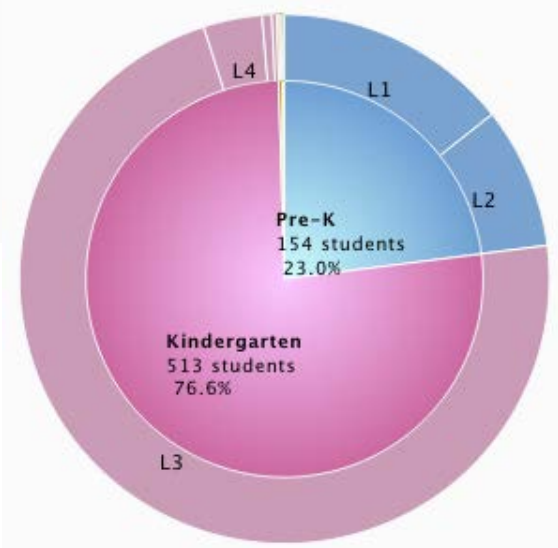
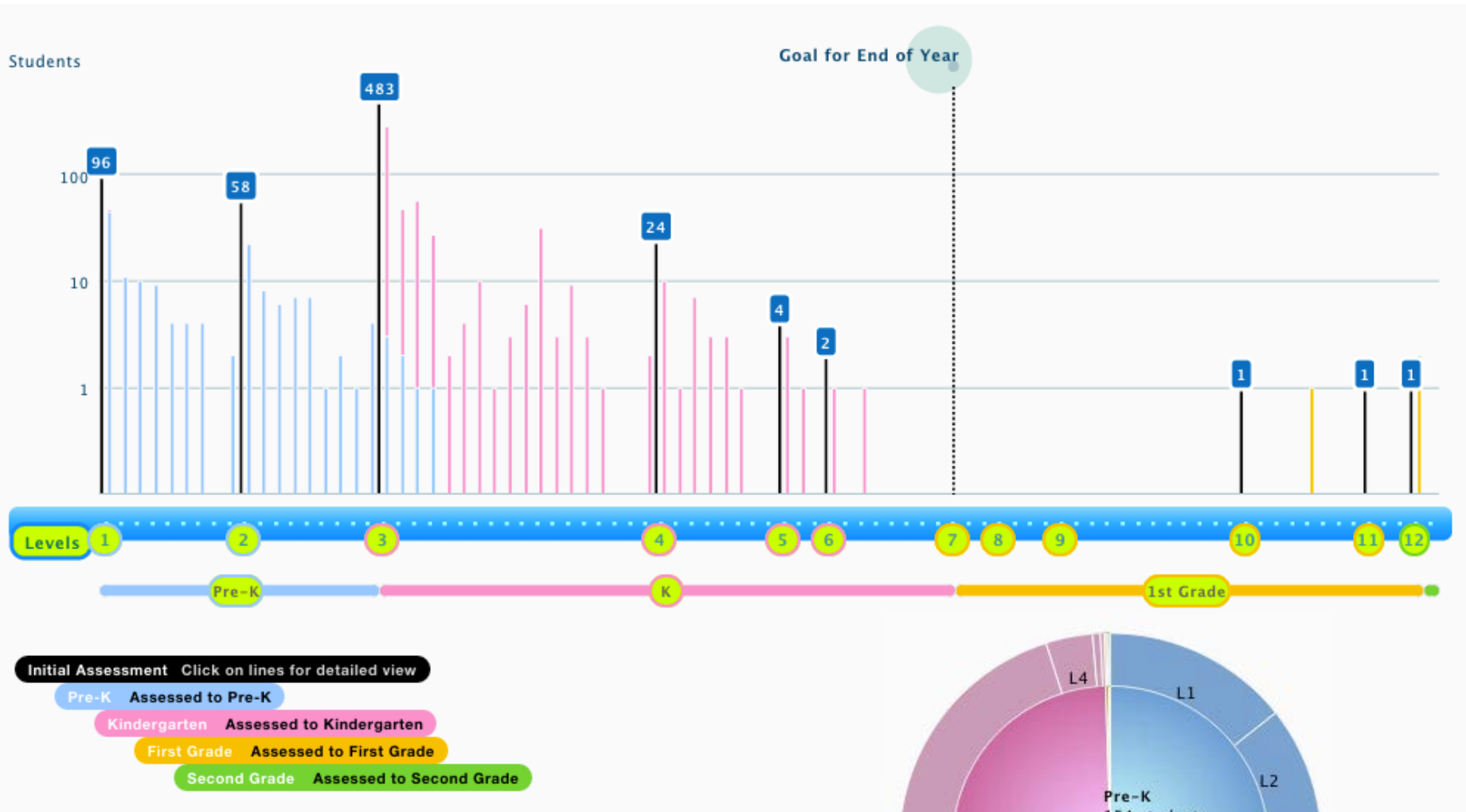
Lincoln Elementary	2015/2016 Renewal	11/19/2014	11/19/2015	6/30/2016	Site	\$2,919
Lowell Elementary	2015/2016 Renewal	11/11/2014	11/11/2015	6/30/2016	Site	\$2,919
Madison Elementary	2015/2016 Renewal	1/7/2015	1/7/2016	6/30/2016	Site	\$2,085
Martin Elementary School	2015/2016 Renewal	10/29/2014	10/29/2015	6/30/2016	Site	\$3,336
Monroe Elementary	2015/2016 Renewal	12/8/2014	12/8/2015	6/30/2016	Site	\$2,502
Monte Vista Elementary	2015/2016 Renewal	10/8/2014	10/8/2015	6/30/2016	Site	\$3,336
John Muir Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	N/A
Pio Pico Elementary	2015/2016 Renewal	12/18/2014	12/18/2015	6/30/2016	Site	\$2,502
Remington Elementary	NEW	11/3/2014	11/3/2015	6/30/2016	120	\$250
Roosevelt Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Santiago Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Taft Elementary	NEW	7/1/2015	6/30/2016	6/30/2016	Site	\$5,000
Thorpe Elementary	2015/2016 Renewal	10/28/2014	10/28/2015	6/30/2016	Site	\$3,336
Walker Elementary	2015/2016 Renewal	7/2/2014	7/2/2015	6/30/2016	Site	\$5,000
Washington Elementary	2015/2016 Renewal	10/28/2014	10/28/2015	6/30/2016	Site	\$3,336
Wilson Elementary	NEW	3/26/2015	9/25/2016	Prorate in 2016	Site	N/A

\*Please reference CA-459486 when placing your order.

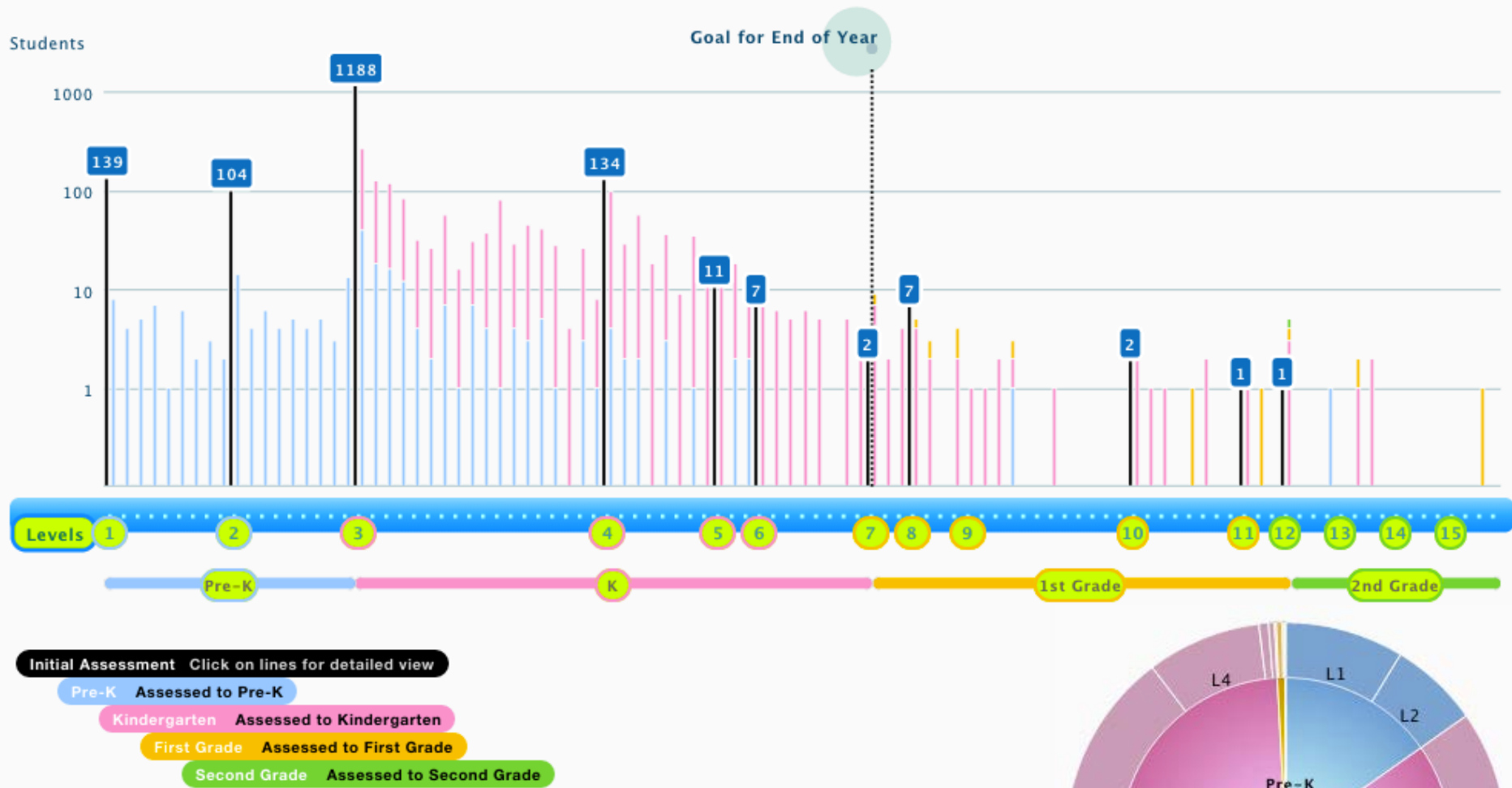
**TOTAL: \$93,537**

# Smarty Ants Key Features:

- Aligned to Common Core and California Standards
- Research-Based Pedagogy
- Primary Language Support Available in Spanish
- Supplementary Resources on the Teacher's Dashboard Allow for a Blended Learning Classroom
- Personalized Learning is Ideal for RTI Learners Tiers II and III
- Teacher's Dashboard Provides Ten Detailed Reports to Educators (Teachers, Site Coordinators, and District Administrators)
- Cloud-Based Program Makes Home and Summer Learning Easy to Access
- Compatible with Mobile Devices



Kindergarten Students  
 Week 12/40  
 76% are working at Kindergarten level  
 23% are working at PreK level  
 0.3% are working at 1<sup>st</sup> Grade level



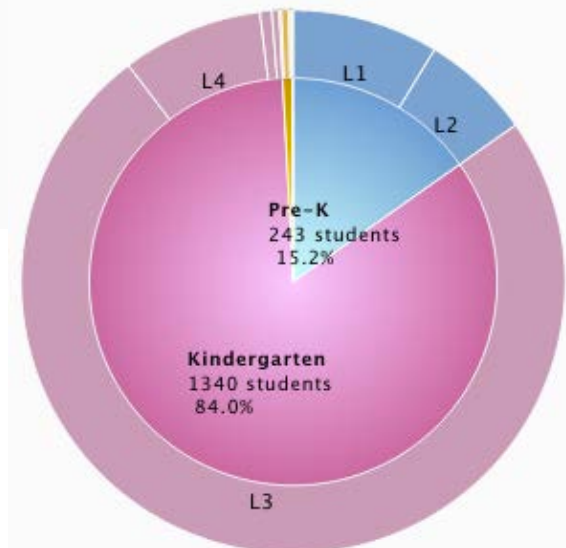
## Kindergarten Students

Week 29/40

84% are working at Kindergarten level

15.2% are working at PreK level

0.8% are working at 1<sup>st</sup> Grade level





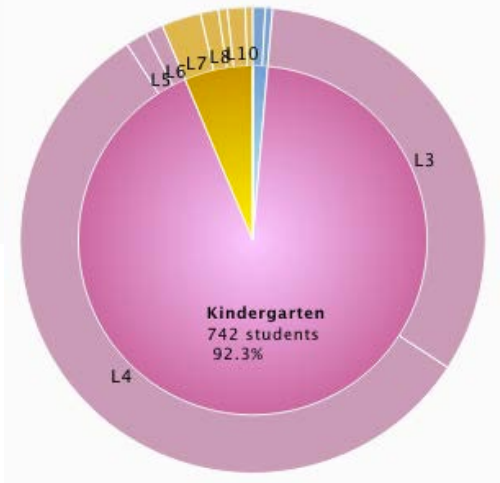
Students

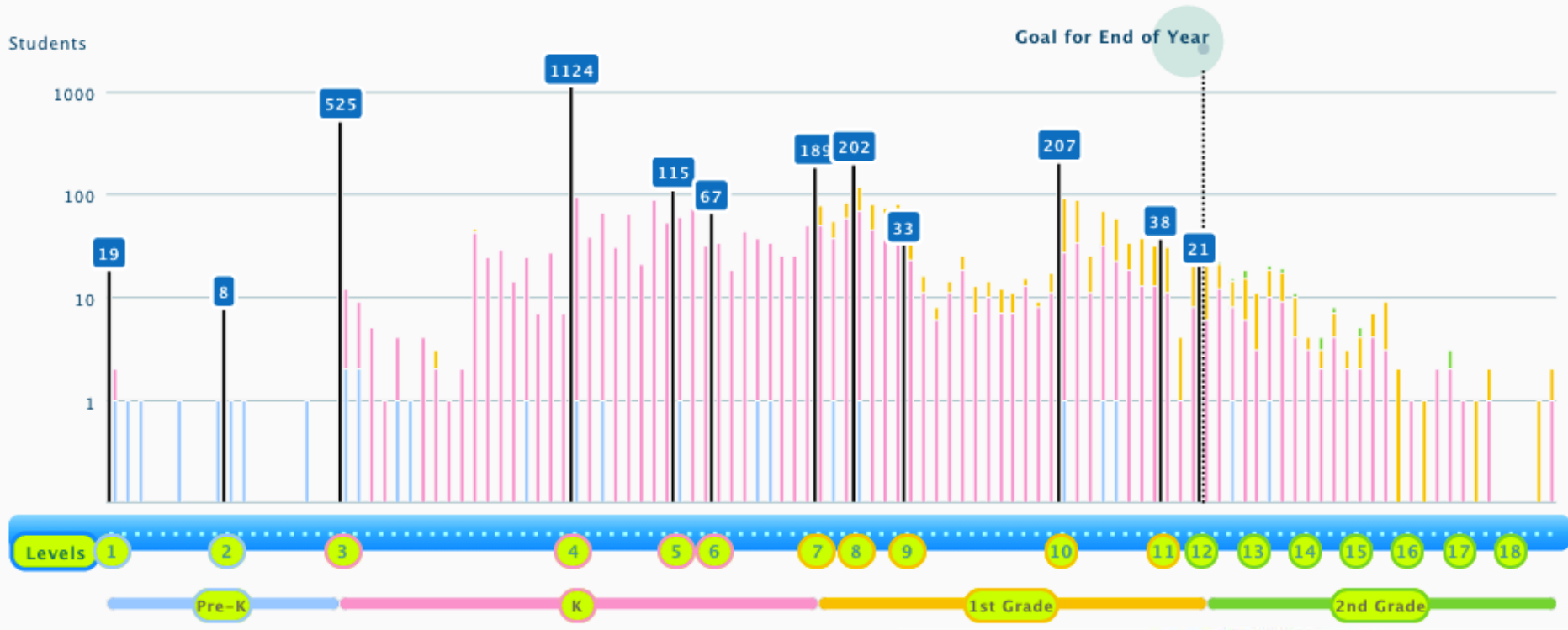
Goal for End of Year



- Initial Assessment Click on lines for detailed view
- Pre-K Assessed to Pre-K
- Kindergarten Assessed to Kindergarten
- First Grade Assessed to First Grade
- Second Grade Assessed to Second Grade

First Grade Students  
 Week 11/40  
 1.4% are working at PreK level  
 92% are working at Kindergarten level  
 6% are Working at 1<sup>st</sup> Grade level

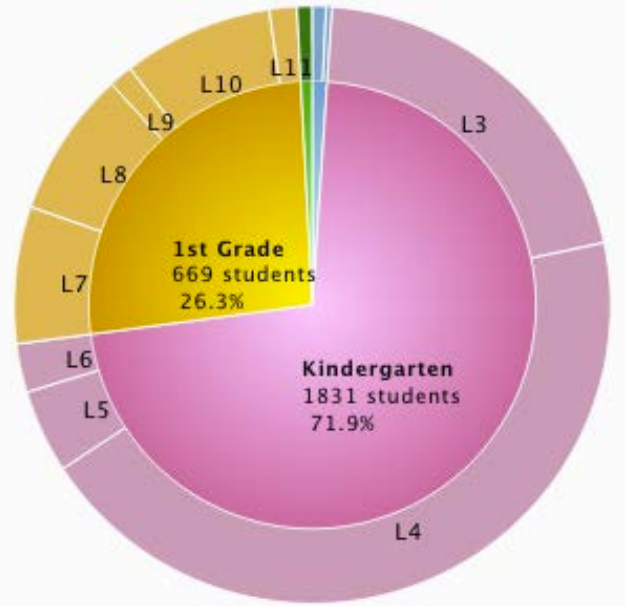




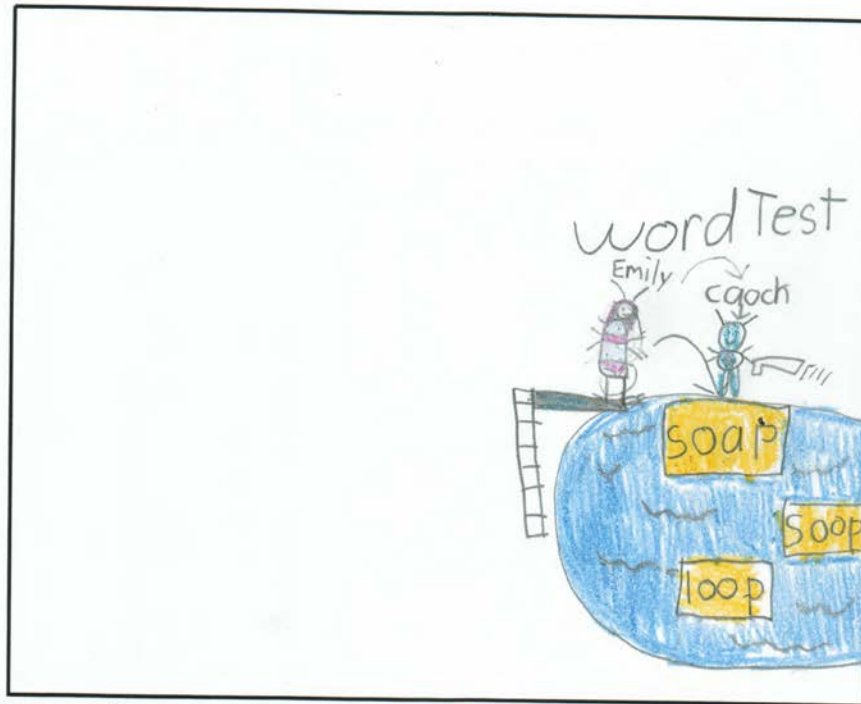
**Initial Assessment** Click on lines for detailed view

- Pre-K Assessed to Pre-K
- Kindergarten Assessed to Kindergarten
- First Grade Assessed to First Grade
- Second Grade Assessed to Second Grade

**First Grade Students**  
 Week 39/40  
 0.7% are working at PreK level  
 71.9% are working at Kindergarten level  
 26.3% are Working at 1<sup>st</sup> Grade level  
 0.8% are working at Second Grade level



# What is your favorite part about Smarty Ants Reading World?



My favorite part when I take a Test in the pool  
because you get to learn a lot of words and it get  
your reading and you become smart. I LOVE  
Smarty ants

First Name and Last Initial: Emily S. ...

Teacher Mrs. Tenney

Grade: 2



Initial Assessment Placement														
Assessment	Pre-K		K		1st		2nd		3rd		4th		Grand Total	
Level Number	# of Students		# of Students		# of Students		# of Students		# of Students		# of Students		# of Students	
1	16	45.7%	174	7.1%	19	0.7%	4	0.2%	1	0.1%	0	0%	210	2.9%
2	4	11.4%	125	5.1%	8	0.3%	1	0%	0	0%	0	0%	138	1.9%
3	8	22.9%	1633	66.3%	527	20.5%	55	2.2%	17	1.4%	5	0.7%	131	1.8%
4	4	11.4%	441	17.9%	1139	44.2%	115	4.6%	15	1.3%	5	0.7%	1719	23.4%
5	0	0%	32	1.3%	116	4.5%	22	0.9%	7	0.6%	0	0%	177	2.4%
6	0	0%	14	0.6%	68	2.6%	137	5.4%	34	2.8%	16	2.3%	269	3.7%
7	2	5.7%	14	0.6%	190	7.4%	518	20.6%	168	14%	78	11.4%	970	13.2%
8	1	2.9%	18	0.7%	206	8%	845	33.5%	390	32.6%	211	30.7%	1671	22.7%
9	0	0%	1	0%	34	1.3%	71	2.8%	27	2.3%	12	1.7%	145	2%
10	0	0%	9	0.4%	210	8.2%	464	18.4%	250	20.9%	128	18.6%	1061	14.4%
11	0	0%	2	0.1%	38	1.5%	117	4.6%	103	8.6%	99	14.4%	359	4.9%
12	0	0%	1	0%	21	0.8%	171	6.8%	185	15.5%	133	19.4%	511	6.9%
<b>Total # of Students</b>	<b>35</b>	<b>100%</b>	<b>2464</b>	<b>100%</b>	<b>2576</b>	<b>100%</b>	<b>2520</b>	<b>100%</b>	<b>1197</b>	<b>100%</b>	<b>687</b>	<b>100%</b>	<b>7361</b>	<b>100%</b>

Current Level														
Current	Pre-K		K		1st		2nd		3rd		4th		Grand Total	
Level Number	# of Students		# of Students		# of Students		# of Students		# of Students		# of Students		# of Students	
1	15	42.9%	48	1.9%	5	0.2%	2	0.1%	0	0%	0	0%	70	0.7%
2	5	14.3%	57	2.3%	3	0.1%	0	0%	0	0%	0	0%	65	0.7%
3	7	20%	1220	49.5%	212	8.2%	18	0.7%	8	0.7%	3	0.4%	1470	14.8%
4	2	5.7%	660	26.8%	453	17.6%	41	1.6%	8	0.7%	1	0.1%	1170	11.8%
5	1	2.9%	136	5.5%	161	6.3%	15	0.6%	4	0.3%	1	0.1%	319	3.2%
6	0	0%	141	5.7%	265	10.3%	66	2.6%	24	2%	9	1.3%	506	5.1%
7	1	2.9%	53	2.2%	215	8.3%	153	6.1%	41	3.4%	25	3.6%	506	5.1%
8	2	5.7%	61	2.5%	359	13.9%	504	20%	188	15.7%	135	19.7%	1320	13.3%

Current Level Number	Pre-K		K		1st		2nd		3rd		4th		Grand Total	
	# of Students		# of Students		# of Students		# of Students		# of Students		# of Students		# of Students	
9	2	5.7%	32	1.3%	195	7.6%	267	10.6%	118	9.9%	42	6.1%	679	6.8%
10	0	0%	26	1.1%	436	16.9%	541	21.5%	293	24.5%	144	21%	1528	15.4%
11	0	0%	4	0.2%	57	2.2%	141	5.6%	73	6.1%	77	11.2%	371	3.7%
12	0	0%	12	0.5%	92	3.6%	219	8.7%	164	13.7%	117	17%	688	6.9%
13	0	0%	4	0.2%	61	2.4%	199	7.9%	130	10.9%	85	12.4%	550	5.5%
14	0	0%	0	0%	16	0.6%	94	3.7%	39	3.3%	21	3.1%	201	2%
15	0	0%	2	0.1%	25	1%	114	4.5%	49	4.1%	17	2.5%	220	2.2%
16	0	0%	2	0.1%	6	0.2%	36	1.4%	11	0.9%	3	0.4%	60	0.6%
17	0	0%	3	0.1%	6	0.2%	38	1.4%	18	0.9%	0	0.4%	66	0.6%
18	0	0%	3	0.1%	9	0.3%	72	2.9%	29	2.4%	7	1%	126	1.3%
<b>Total # of</b>	<b>35</b>	<b>100%</b>	<b>2464</b>	<b>100%</b>	<b>2576</b>	<b>100%</b>	<b>2520</b>	<b>100%</b>	<b>1197</b>	<b>100%</b>	<b>687</b>	<b>100%</b>	<b>9915</b>	<b>100%</b>

# SMARTY ANTS, INC.

## TERMS OF USE

These Terms of Use ("**Agreement**") govern your access to and use of the website at [www.smartyants.com](http://www.smartyants.com) (the "Site") provided by Smarty Ants, Inc. ("**Smarty Ants**," "**we**," or "**us**") and the Service (defined below). PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICE, YOU (ON BEHALF OF YOURSELF OR THE SCHOOL YOU REPRESENT) AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE. YOU MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE UNDER 18 YEARS OF AGE. IF YOU ARE A PARENT OR GUARDIAN OF A CHILD USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT WITH RESPECT TO SUCH CHILD'S USE OF THE SERVICE. IF YOU ARE A TEACHER USING THE SERVICE, YOU AGREE THAT YOU HAVE THE RIGHT AND AUTHORITY TO BIND THE SCHOOL TO THIS AGREEMENT. Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted in connection with such features. All such additional guidelines, terms, and rules, are hereby incorporated by reference into this Agreement.

**1. Services.** Smarty Ants provides the following reading services ("**Reading Services**"): (a) the reading world service for schools ("**School User**") ("**School User Service**"), (b) the reading world service for parents of students who are receiving the School User Service ("**School Parent User**") ("**Home Service**"); and (c) the reading world service for parents ("**Homeschooler Parent User**") ("**Homeschooler Service**"). In addition to the Reading Services, Smarty Ants provides related applications for your personal computer or other device ("**Licensed Application**") and other services on the Site (collectively, "Services"). "**Child User**" means a student of the School User / child of the School Parent User or child of the Homeschooler Parent User who is using the Service. "**User**" means any user of the Site or Service, and may be a Child User, School User, School Parent User, or Homeschooler Parent User. To the extent you are a School User, the

provisions in this Agreement regarding School Users apply to you. To the extent you are a School Parent User, the provisions in this Agreement regarding School Parent User apply to you. To the extent you are a Homeschooler Parent User, the provisions in this Agreement regarding Homeschooler Parent User apply to you. To the extent you are a User, the provisions in this Agreement regarding Users apply to you.

**2. User Accounts.** To use the Reading Service, you must create a user account ("**Account**") by registering through the Site, providing us with the information requested on the registration form, and accepting this Agreement. You will promptly update all Account information to keep it true, accurate, and complete. Should we suspect that any information you provide is not true, accurate, or complete, we have the right to suspend or terminate your use of the Service. When you register, we will ask you to provide a user name and password. You will be responsible for all activities that occur under your user name and password and, therefore, you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your user name or password or if you believe that your password is no longer confidential. You will be responsible for any activities that occur under your Account (including any activities of your Child User) until you terminate your Account in accordance with Section 11. We reserve the right to require you to alter your user name and/or password if we believe that your Account is no longer secure. You will not: (a) provide any false personal information with respect to you or your Child User as part of your Account information or on the Service; (b) create an Account for anyone other than yourself; (c) create or use more than one Account at any given time; (d) transfer your Account to anyone else; (e) permit others (other than your Child User) to use your Account; or (f) use or access other persons' Accounts.

### **3. Fees & Payment.**

**3.1 Billing and Renewal.** The initial charge will be equal to the current number of total Child Users times the applicable license fee. You are responsible for paying for all Child Users, whether or not the licenses are used. Added Child Users will be subject to the following: (a) added Child Users are coterminous with the then-current term; (b) the license fee for the added Child User will be the then-current, generally applicable license fee; and (c) a Child User added in the middle of a billing term will be charged a prorated amount for that term. The renewal

charge will be equal to the then-current number of total Child Users times the then-current generally applicable license fee. Smarty Ants reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least ninety (90) days prior notice to you, which notice may be provided by e-mail or to your Account; provided that the changes will not take place until your subscription renews. Your subscription automatically renews each three month period or year (depending on your subscription) until you cancel the subscription by following the instructions in your Account or emailing us at **customerservice@smartyants.com** with the subject line "CANCEL SUBSCRIPTION". Subscriptions are paid for in advance, all payment obligations are non-cancelable and all amounts paid are nonrefundable (even if you cancel a subscription prior to expiration of the then current-term). Smarty Ants will automatically bill your credit card submitted with the order form for all amounts due (in accordance with this Section 3) on the date you order the subscription and, and each three month period or year thereafter (depending on your subscription), until you cancel the subscription as described above. You hereby authorize Smarty Ants to bill your credit card as described above.

**3.2 Other Payment Terms.** Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate, if less. All payments must be made in U.S. dollars. Smarty Ants shall be entitled to withhold performance and discontinue Service until all amounts due are paid in full. Smarty Ants' fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Smarty Ants' income. You agree to provide Smarty Ants with complete and accurate billing and contact information. You agree to update this information within thirty (30) days of any change to it. If the billing and/or contact information you have provided is false or fraudulent, Smarty Ants may terminate your access to the Service in addition to any other legal remedies.

**3.3 Free Trial.** Smarty Ants may, in its sole discretion, offer a free 30-day trial subscription. You may only participate in one such free trial by following the instructions on the Site. If you do not order a paid subscription prior to expiration of your trial subscription, then your subscription will expire, you may no longer use the Reading Service, and we may delete any User Content and Student Records associated with your subscription.



## **4. Certain School User Obligations**

**4.1** School User acknowledges receipt of Smarty Ants privacy policy describing Smarty Ants personal information collection, use, and disclosure practices.

**4.2 FERPA.** The Family Educational Rights and Privacy Act ("**FERPA**") protects the privacy of student educational records and limits when a school may disclose a student's educational records. School User is solely responsible for its compliance with FERPA. Without limiting the generality of the foregoing, School User represents and warrants that for all student records disclosed by School User ("**Student Records**"), School User has obtained the appropriate consent from the parents of Child Users, or from the students if such students are 18 and older, as required under FERPA to make such disclosure and grant the following license.

**4.3 COPPA.** School User represents and warrants that it has or will provide notice to and obtain consent of parents of Child Users allowing Smarty Ants to collect information from such Child Users in compliance with the Children's OPPA.

**4.4 License from School User.** School User grants to Smarty Ants a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute, and display Student Records of a Child User solely for the purposes of (a) providing the School Service to the School User, (b) providing the Home Service to the Child User and School Parent User, and (c) to use anonymized Student Records to improve the Service.

## **5. User Content**

**5.1 Content License.** By posting or submitting content to the Service, including messages, comments, and other content (or permitting your Child User to do the same) (but excluding Student Records) ("**User Content**"), you hereby grant to Smarty Ants an irrevocable, perpetual, non-exclusive, royalty-free and fully paid, worldwide, transferable license, with the right to sublicense through multiple tiers, to reproduce, distribute, modify, publicly display, publicly perform, prepare derivative works of, transmit, and otherwise use such User Content, in any

format or medium now known or developed in the future, in connection with the Service. You represent and warrant that: (a) you have the right to grant the foregoing license and to post the User Content; (b) the User Content will not infringe, misappropriate, violate or contravene any third party rights (including any intellectual property rights); and (c) the User Content is accurate. You are solely responsible for the User Content that you post on the Service.

**5.2 User Guidelines.** You agree to comply with the guidelines listed below and any other user guidelines posted on the Service. Smarty Ants reserves the right (but is not obligated) to investigate and to take appropriate legal action in its sole discretion for any violation of this provision or this Agreement or any conduct or content that is offensive, illegal, or violates the rights of, harms, or threatens the safety of, other users or third parties, including removing such content from the Service, notifying the appropriate authorities regarding and identifying the source of such content, barring violators from accessing the Service, and terminating the Accounts of such violators. Without limiting the foregoing:

**(a)** You will comply with all applicable laws, including privacy laws, intellectual property laws, and regulatory requirements;

**(b)** You have authority to consent to Smarty Ants' collection and use of personal information from the Child Users to allow Smarty Ants to provide, maintain and improve the Services.

**(c)** You will not post inappropriate, inaccurate, or objectionable content to the Service.

**(d)** You will not bully, harass, or advocate harassment of another user or person;

**(e)** You will not solicit passwords or personal identifying information of any kind for commercial or unlawful purposes from other users, or engage in commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes;

**(f)** You will not post content that contains "junk mail" or "chain letters";

**(g)** You will not post content that is obscene or that promotes racism, bigotry, hatred, or physical

harm of any kind against any group or individual;

**(h)** You will not post or upload any virus, time bomb, worm, corrupted file, or other software routine capable of disrupting, disabling, or harming the operation of, or providing unauthorized access to the Service;

**(i)** You will not use the Service to do or promote anything that is unlawful, illegal, misleading, defamatory, or libelous; and

**(j)** You will not promote, upload, or post anything that contains an illegal and/or unauthorized copy of another person's copyrighted work (whether marked as such or not).

## **6. License**

**6.1 Site.** During the term of this Agreement and subject to the terms of this Agreement, Smarty Ants grants to you a nontransferable, nonexclusive license during the term of this Agreement (without the right to sublicense) to access and use the Site, solely for your personal, non-commercial purposes, and for no other use.

**6.2 Reading Service.** During the term of your subscription and subject to the terms of this Agreement, Smarty Ants grants to you a nontransferable, nonexclusive license during the term of this Agreement (without the right to sublicense) to access and use the Reading Service, solely for your personal, non-commercial purposes, and for no other use.

**6.3 Licensed Application.** During the term of your subscription and subject to the terms of this Agreement, Smarty Ants grants to you a nontransferable, nonexclusive license during the term of this Agreement (without the right to sublicense) to install and execute one copy of the Licensed Application, in executable object code format only, solely (a) on a personal computer or other device that you own or control and (b) for your use of the Service for your personal, non-commercial purposes, and for no other use.

**6.4 Child User/Child User.** During the term of your subscription and subject to the terms of this Agreement, you may permit each child you have paid the applicable License Fee for ("**Child User**") to use the Reading Service and Licensed Application as licensed above, under your supervision. You are solely responsible for any use by your Child User.

**6.5 Restrictions.** You acknowledge that the structure, organization, and source code of the Licensed Application constitute valuable trade secrets of Smarty Ants and its licensors. Accordingly, you shall not: (a) license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, or otherwise commercially exploit the Service (including the Licensed Application) or make the Service (including the Licensed Application) available to any third party; (b) modify, adapt, alter, translate, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service (including the Licensed Application); (c) merge the Service (including the Licensed Application) with other software; (d) access the Service (including the Licensed Application) in order to build a similar or competitive product or service; and (e) copy, reproduce, distribute, republish, post, or transmit any part of the Service (including the Licensed Application) in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. Any future release, update, or other addition to functionality of the Service (including the Licensed Application) provided by Smarty Ants (if any) shall be subject to the terms of this Agreement unless Smarty Ants expressly states otherwise. You shall preserve all copyright and other proprietary rights notices on the Service (including the Licensed Application) and all copies thereof.

**7. Ownership.** Smarty Ants and its licensors own the Service, all content (except for your User Content and Student Records) contained therein, and the Licensed Application, and all intellectual property rights relating to the foregoing. Smarty Ants and its licensors reserve all rights not expressly granted under this Agreement. Smarty Ants will treat any feedback or suggestions you provide to it as non-confidential and non-proprietary. Smarty Ants reserves the right to use any feedback or suggestions you provide in any manner and for any purpose without any obligation to compensate you.

**8. Interaction with other Users.** You are solely responsible for your interactions with other users of the Service. Smarty Ants reserves the right, but has no obligation, to monitor, or take

any action Smarty Ants deems appropriate regarding, disputes between you and other users. To the extent permitted under applicable laws, you hereby release Smarty Ants from any and all claims or liability related to: (a) any User Content or Student Records posted on the Service; or (b) the conduct, whether online or offline, of any other user.

You hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.**"

**9. Third Party Websites and Services.** Our Service may contain links to Internet sites and services maintained by third parties. These links are provided for your reference only. We do not control, operate or endorse in any respect information, products, or services on such third-party sites and are not responsible for their content. Many third-party sites and services have their own terms of use and privacy policies that differ from ours. This Agreement only applies to our Service and does not apply to any other site or service.

**10. Availability and Modification of Service.** Smarty Ants reserves the right, from time to time, to suspend the Service or any part thereof with or without notice for maintenance, repair, updates, and upgrades relating to the Service or to protect against harm or liability to the Service or Smarty Ants. Smarty Ants will have the right to modify or discontinue, from time to time, any aspect of the Service. You agree that Smarty Ants will not be liable to you or to any third party for any modification, discontinuance, or suspension of the Service or any part thereof.

**11. Term and Termination.** Subject to this Section, this Agreement will remain in full force and effect while you use the Service and/or maintain an Account. You may terminate your subscription at any time and for any reason as described in Section 3. Smarty Ants will have the right to terminate this Agreement, your subscription, and/or your Account, or suspend or terminate your access to the Service, for any breach of this Agreement immediately upon notice to your e-mail address listed in your Account. Smarty Ants may terminate this Agreement, your subscription, and/or your Account for any reason or no reason immediately upon notice to your e-mail address listed in your Account, upon which Smarty Ants will refund a prorated amount of

any prepaid license fees. Upon termination of this Agreement, your subscription, or your Account, by either party, your right to access and use the Service will terminate immediately. You understand that any such termination may involve deletion of your User Content and Student Records associated therewith from our live databases. You agree that we will have no liability to you for any costs, expenses, losses, damages, or liabilities arising out of or related to such termination. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 4, 5, 6.5, and 7- 21.

**12. Warranty Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, SMARTY ANTS PROVIDES THE SERVICE (INCLUDING THE LICENSED APPLICATION) "AS-IS" AND AS AVAILABLE AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON- INFRINGEMENT. SMARTY ANTS DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICE (INCLUDING THE LICENSED APPLICATION). SMARTY ANTS MAKES NO WARRANTY THAT THE SERVICE (INCLUDING THE LICENSED APPLICATION) WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. YOU AGREE THAT SMARTY ANTS IS NOT RESPONSIBLE FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE OR SECURE ANY USER CONTENT OR STUDENT RECORDS, COMMUNICATIONS, OR PERSONALIZATION OR PREFERENCE SETTINGS. SMARTY ANTS DOES NOT ASSUME ANY“ OBLIGATION TO MONITOR ACTIVITIES CONDUCTED ON THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**13. Limitation of Liability.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, SMARTY ANTS WILL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL,

OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE (INCLUDING THE LICENSED APPLICATION) UNDER THIS AGREEMENT, EVEN IF SMARTY ANTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SMARTY ANTS' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (US \$50) OR THE AMOUNTS PAID BY YOU TO SMARTY ANTS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT SERVE TO ENLARGE THIS LIMIT. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE ESSENTIAL AND FUNDAMENTAL PARTS OF THIS AGREEMENT WHICH ARE NECESSARY TO INDUCE SMARTY ANTS TO ENTER INTO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**14. User Indemnification.** You agree to indemnify and hold Smarty Ants, its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any losses, damages, liabilities, claims, demands, costs, or expenses, including reasonable attorneys' fees, arising out of or relating to your (or your Child User's): (a) User Content and Student Records; (b) use of the Service; (c) breach of this Agreement; (d)“ breach or inaccuracy of any representation or warranty made under this Agreement; or (e) violation of applicable laws or the rights of third parties.

**15. Copyright Policy.** You may not post, distribute, or reproduce in any way any Smarty Ants copyrighted material, trademarks, or other proprietary information unless you have the right to do so. We have adopted and implemented a policy that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please follow the requirements for appropriate notifications under the

Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512. At a minimum, you must provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; an identification of the location on the Service of the material that you claim is infringing; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Smarty Ants' Copyright Agent for notice of claims of copyright infringement can be reached by writing the following:

[www.smartyants.com/customer-support](http://www.smartyants.com/customer-support)

**16. Disclosures.** Smarty Ants is located at 4040 Civic Center Drive San Rafael, CA 94903. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**17. Electronic Communications.** The communications between you and Smarty Ants use electronic means, whether you use the Service or send us emails, or whether Smarty Ants posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Smarty Ants in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Smarty Ants provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**18. Dispute Resolution.** This Agreement, and any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, will be governed by the laws of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding arising from or relating to this Agreement must be brought in a federal or state court located in San Francisco, California and each party



irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that a party bringing an action may choose to resolve the dispute through binding non-appearance-based arbitration in accordance with the following: (a) the arbitration will be provided through a nationally-recognized alternative dispute resolution provider mutually agreed upon by the parties; (b) the arbitration will be conducted in one or more of the following manners at the option of the party initiating arbitration: telephone, online, or written submissions; (c) the arbitration will not involve any personal appearances by the parties or witnesses unless otherwise agreed by the parties; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.

**19. General.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. You acknowledge that the Service (including the Licensed Application) contain valuable trade secrets and proprietary information of Smarty Ants, that any actual or threatened breach of Section 6 (License) or Section 7 (Ownership) of this Agreement will constitute immediate, irreparable harm to Smarty Ants for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. Unless the context clearly requires otherwise, "includes" and "including" are not limiting. This Agreement constitutes the final, complete, and exclusive agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

**20. Changes.** This Agreement is subject to occasional revision. If we make any material changes to this Agreement, we will make appropriate notices, including posting notice of the changes on the Site. Except for such amendments, no amendment to this Agreement will be valid unless in a writing hand- signed by the parties.

**21. Trademark and Copyright Notice.** Certain names, slogans, graphics, logos, service marks, and trade names used on the Service are the trademarks of Smarty Ants and may not be used without our permission. Other trademarks, service marks, and trade names that may appear on the Service are the property of their respective owners.

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**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Educational Policy Improvement Center and Valley High School July 1, 2015 through June 30, 2016**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the consultant agreement between the Educational Policy Improvement Center (EPIC) and Valley High School for July 1, 2015 through June 30, 2016. This agreement will continue the strategic partnership between EPIC and Valley High School, which is the 2<sup>nd</sup> year of this partnership. At its January 13, 2015 meeting, the Board approved the agreement between EPIC and Valley High School in the amount of \$190,000. Results of the work with EPIC for the first year included professional development encompassing work with Instructional Leadership Team members, parents, students, and the administrative team.

**RATIONALE:**

The ultimate goal of the partnership is to realize the vision of Valley High which is “students graduate with the necessary knowledge and skills to enable their successful transition to chosen college and career paths.” The intended outcomes for the following year will be to:

- Tailor teaching and learning solutions specifically around the following areas: academy development, horizontal and vertical curriculum mapping, instructional coaching, adolescent literacy strategies, culturally-responsive practices, and integrated, interdisciplinary practices.
- Support the redesign of key organizational structures and systems to better align with the core values and beliefs of the Valley High community and to better support student success in the classroom.
- Tailor student, family, and community engagement, positive behavior intervention supports (PBIS), and internal/external awareness campaigns/branding.
- Support the inclusion of multiple stakeholder voices in the leadership and direction-setting of the school as a whole.

This agreement supports LCAP goal 1: “All students will demonstrate the knowledge, skills, and values necessary to become productive citizens in the 21<sup>st</sup> century,” goal 2: “Students need equitable access to a high quality curricular and instructional program that is accessible from

school and home,” and goal 3: All students and staff will work in a healthy, safe, and secure environment that supports learning.”

**FUNDING:**

School Improvement Grant (SIG): \$300,000

**RECOMMENDATION:**

Approve the consultant agreement between the Educational Policy Improvement Center and Valley High School for July 1, 2015 through June 30, 2016.

DM:sz

# Consultant Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT” and **Educational Policy Improvement Center (EPIC)** hereinafter referred to as “CONSULTANT.”

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT: Per the attached proposal for Valley High School, Epic will continue development of Adolescent Literacy Development, Paired 8<sup>th</sup> and 9<sup>th</sup> grade courses, the transition to a wall-to wall academy model, develop an awareness campaign, work towards organizational systems development and re-design and hold voice/aspiration listening sessions.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **07/01/2015** 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 **\$300,000** 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:

**Educational Policy Improvement Center  
(EPIC)**

**1700 Mill Race Drive**

**Eugene, OR 97403**

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 **24th 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

6/23/2015

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

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

**Consultant Approval Request**

RECEIVED

JUN 02 2015

BUSINESS SERVICES

<b>Site/Department</b>	Valley High School	Contact Person: <input type="text" value="David Richey"/> Email Address: <input type="text" value="david.richey@sausd.us"/> Phone #: <input type="text" value="(714) 241-6400"/>
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<b>Consultant</b>	Name: <input type="text" value="Educational Policy Improvement Center"/> Address: <input type="text" value="111 SW Fifth Ave., Ste. 2100"/> City: <input type="text" value="Portland"/> State/Zip: <input type="text" value="OR 97204"/>	Contact Person: <input type="text" value="Matt Coleman"/> Email Address: <input type="text" value="matt_coleman@epiconline.or"/> Phone #: <input type="text" value="(541) 246-2600"/> Fax #: <input type="text" value="(541) 246-2608"/>
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<b>Date(s) of Service</b>	From: <input type="text" value="July 1, 2015"/> To: <input type="text" value="June 30, 2016"/>	LCAP Goal Supported By This Services: <input type="text" value="LCAP Goals 1, 2 &amp; 3"/>
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<b>Implications for the District/ Type of Service (Oracle Justification)</b>	<p><b>Objective:</b></p> <ol style="list-style-type: none"> <li>1. Indicate the content of the services.</li> <li>2. Indicate who will participate.</li> <li>3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?</li> </ol> <p>Consultant will provide</p> <p>Valley High School will form an educational partnership with EPIC to maximize capacity-building, increase student achievement, and enrich teacher collaboration. EPIC will work with Valley High School as an external consultant to promote sustainable improvement and implementation of WASC and SIG Action steps.</p>
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<b>Amount Not to Exceed</b>	\$ <input type="text" value="300,000"/>	<b>Funding Source</b>	<input type="text" value="SIG"/>
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**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**  
*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

- Consultant Scope of Work or quote for services
- FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**
- Certification by contractor of criminal record check
  - Fingerprint Certification if available (must be received prior to Consultant beginning work)
- FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**
- Designation of Limited Contact

<b>Board Approval Date Requested</b>	<b>District Administrator Approval</b>	<b>Date</b>
<input type="text" value="June 23, 2015"/>		
	<b>Consultant Requested by</b>	<b>Date</b>
	David L. Richey <i>David L. Richey</i>	6-1-2015 6/2/15



## Santa Ana Valley High School

This proposal is designed to continue the strategic partnership between Santa Ana Valley High School and Epic School Partnerships. The ultimate goal of our partnership is to realize the vision of Santa Ana Valley High School that "students graduate with the necessary knowledge and skills to enable their successful transition to chosen college and career paths." Our intended outcomes for the following year will be to (a) tailor teaching and learning solutions specifically around the following areas: academy development, horizontal and vertical curriculum mapping, instructional coaching, adolescent literacy strategies, culturally responsive practices, and integrated, interdisciplinary practices; (b) support the redesign of key organizational structures and systems to better align with the core values and beliefs of the VHS community and to better support student success in the classroom; (c) tailor student, family, and community engagement solutions specifically around family engagement, community engagement, positive behavior intervention supports (PBIS) and internal/external awareness campaigns/branding; and (d) support the inclusion of multiple stakeholder voices in the leadership and direction-setting of the school as a whole.

Timeline	Description & Deliverables
<b>Adolescent Literacy Development</b>	
July 2015 - June 2016	<ul style="list-style-type: none"> <li>• Epic will continue collaborating with experts in adolescent literacy development as well as two research centers that specialize in language development to construct an approach to supporting student growth in both reading and writing with a focus on supporting English Language Learners across the continuum of language acquisition.</li> <li>• Epic staff will work with Valley's literacy coaches to implement the strategic plan including supporting universal (schoolwide) strategies that impact all students as well as structures and strategies to support students who need more intensive support. Throughout the 15-16 school year, Epic staff and key consultants will provide on-site support to implement and adjust the strategic direction as needed. Epic staff will also engage experts as needed to ensure best practices are used as the plan is implemented.</li> </ul>

Total anticipated cost: \$25,000 includes staff time, consultant time, and travel for at least six days on-site over the course of the year. Staff time will consist of EPIC staff researching and vetting best practices; direct consulting time specific to the designed implementation plan; analyzing school-wide data as well as intervention specific data and making programmatic recommendations; and engaging key research partners specific to the adjustments and modifications to the overall game plan. Consultant time will include providing access to the literacy team to a literacy coach with over 20 years experience in the field of special education and adolescent literacy. This individual will participate in regular team meetings (via the phone) and will be a resource to the team in terms of classroom based implementation.

**Total Cost: \$25,000**

**Paired 8<sup>th</sup> and 9<sup>th</sup> Grade Courses**

July 2015 –  
June 2016

- Epic will support Valley High School, Spurgeon, and Carr Intermediate in developing a smooth transition to high school for all students utilizing a paired course process developed by Epic as well as course management software used as part of the Advanced Placement Course Audit. Epic will collect curricular materials from 8th and 9th grade courses, and will conduct a preliminary alignment to the Four Keys to College and Career Readiness.
- Epic will present the results of this gap analysis to teachers of these courses, and lead discussions of areas of alignment and gaps to identify next steps.
- Epic will train these teachers in using the CourseCreate technology to collaborate and modify the documented curriculum, to improve coverage and create a shared understanding of how students are being prepared on all of the Four Keys.
- This work will include 2-3 in person sessions with teachers from Valley High School, Spurgeon, and Carr Intermediate, and alignment and data analysis by Epic staff.

Total anticipated cost: \$30,000 including staff time and travel for at least four days on-site.

Staff costs will include the direct support over the four days as well as off-site technical support as staff from the three sites use the technology to support the alignment of courses between 8<sup>th</sup> and 9<sup>th</sup> grade. Other costs



will include access to the CourseCreate technology; the gap analysis described above; and the initial development of the VHS, Spurgeon, and Carr CourseCreate module.

**Total Cost: \$30,000**

**Transitioning to a Wall-to-Wall Academy Model**

July 2015 - June 2016

- Over the course of the next year, Epic will support the transition of VHS to a wall-to-wall academy program (only 50% of VHS students participate currently). This will include intensive support over the course of the year from key consultants identified below.
- Epic consultants will work with the ILG and the HS Inc. program to identify and commit to key design elements for their academy structure.
- Epic consultants will work with each academy to design a unique roadmap and implementation plan to realize each of the design elements identified as critical for an effective academy. Part of the road map will include curriculum design, project-based learning, standards mapping, industry connections, advisory board development (per academy), etc.
- Epic will work closely with staff from the Chamber of Commerce to ensure the model fits within the vision of the HS Inc program.
- Other support provided by Epic for wall-to-wall academy model:
  - Master schedule advising
  - Post-secondary partnership development
  - Community outreach

Total anticipated cost: \$125,000 including staff time, consultant time, and travel for at least 25 days on-site.

This particular work is the most intensive part of the game plan for VHS in the coming year. The consultants listed below will work directly, both in person and remotely, with staff at VHS to move into a wall-to-wall model. The 25 days represents the number of days staff will be on site - though that time will include multiple members of the consultant team listed below.

**Total Cost: \$125,000**

**Awareness Campaign**

- Epic will work with VHS staff to implement an awareness campaign

<p>July 2015 - June 2016</p>	<p>with a focus on (a) internal messaging; (b) external or community engagement; and (c) feeder program connections.</p> <ul style="list-style-type: none"> <li>• Epic will provide access to a graphic artist with experience working with schools and re-branding high schools. This individual will work on all aspects of branding (logo redesign, color palates, font specifications, etc.) and will provide direct services in the form of key document productions, poster designs, etc.</li> <li>• Epic will develop a complete branding and brand usage manual and work with Valley staff and students on consistent brand use (includes two to three on site training sessions).</li> </ul> <p>Total cost: \$40,000 includes staff time and travel for at least six days on-site.</p> <p>Staff time will include access to up to 350 hours of direct service from the graphic artists to include on site support throughout the course of the year.</p>
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**Total Cost: \$40,000**

**Organizational Systems Development and Re-Design**

<p>July 2015 - June 2016</p>	<ul style="list-style-type: none"> <li>• Epic will continue work with the PBIS team to further enhance existing efforts by             <ul style="list-style-type: none"> <li>○ Focusing on developing a shared language specific to both academic and behavioral expectations;</li> <li>○ Incorporating student voice/ownership in maintaining a positive learning culture at VHS;</li> <li>○ Applying principles of function-based thinking and prevention-intervention beyond the school and into the community at the individual, classroom, and school as a whole level.</li> </ul> </li> <li>• Provide general support to the administrative team with a focus on developing systems of support in the following areas: (a) communication/calendar, (b) discipline, (c) attendance, (d) budgeting, (e) special services, (e) new teacher support, (f) professional development, and (g) 3-year strategic planning.</li> </ul> <p>Total cost: \$40,000 includes staff time and travel for at least 8 days on-site.</p> <p>Staff time will include providing direct support to the PBIS team as well as</p>
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the administrative team throughout the year. Epic staff will work directly with each administrator responsible for the various systems, as well as with the administrative team as a whole, to clearly articulate effective systems that will become the standard operating procedures for the school as a whole going forward.

**Anticipated cost: \$40,000**

**Voice/Aspiration Listening Sessions**

July 2015 - June 2016

- Visioning Session
  - Identify options for cultural expression with Valley staff based on the voice/aspirations listening sessions conducted during the 14-15 school year. Possibilities include:
    - After school programs
    - Xinachtli program
    - Cultural Center of Mexico
  - Epic staff will synthesize options and decisions from the session and provide recommendations
  - School leadership will determine implementation plan (including resource commitment)
  
- Listening Sessions
  - Train seniors at Valley to conduct listening sessions using "design thinking"
  - Epic will conduct two sessions with each of the following groups (and as needed):
    - Students
    - Staff
    - Family
    - Community

Total anticipated cost: \$40,000 including staff time and travel for at least ten days on-site.

Multiple staff will work on-site and with key community partners to support the development of a shared voice between all of the key stakeholders at Valley High School. Staff cost will include time on site as well as development work leading up to and following

**Anticipated Costs: \$40,000**



**Total anticipated cost: \$300,000**

## Key Partners

The following represent external partners whom Epic will use as consultants throughout the 15-16 school year to support the strategic direction and three-year game plan for Valley High School. Epic may identify key consultants necessary to support the implementation of the strategy than those listed below.

- **Michelle Swanson** is committed to helping educators create high-achieving and equitable high schools that feature the best practices in school design and instruction. Michelle and her consulting team bring an array of experience and skills to client partners that range from small charter schools to large urban districts and national high school reform organizations. Michelle taught for 22 years and has provided sustained professional services to schools and districts throughout the U.S., focusing on school design, instructional design and delivery, project-based learning, standards-based assessment, and whole-school reform processes.
- **Gheron Cosgrave** (aka "Cos") works with educators on a wide range of issues including project-based learning, curriculum development, school reform, leadership development, and strategic planning. Some of his clients include ConnectEd: The California Center for College and Career (where he is a pathway coach and provides interdisciplinary project training for multiple districts), the National Academy Foundation, and various school districts across the nation. He is co-founder of Swanson & Cosgrave Consulting, LLC. Prior to consulting, Gheron worked at Sir Francis Drake High School in California's Marin County for 10 years – the first nine as a history/social studies teacher, and his last year as Assistant Principal. His teaching background includes helping to found Drake's Communications Academy, a project-based program for 11th and 12th grade students that integrates Social Studies, English, Advanced Drama, and Advanced Video Productions. He also taught A.P. U.S. History, Psychology, Government, and Economics, served as Staff Development Coordinator, led two successful accreditation reviews, and presented at numerous conferences on project-based learning. Gheron was named Drake's "Teacher of the Year" in 2000. As Assistant Principal, Gheron managed Drake's testing, technology, facilities, and athletics programs in addition to sharing teacher evaluation and student discipline duties. Gheron holds a B.A. in Political Science and M.A. in Education from Stanford University, and a M.A. in Education Administration from San Francisco State University.

- Patricia Clark** founded one of the early California Partnership Academies and served as Academy Director/lead teacher for 13 years. The Academy was named by The Washington Post and others as "one of the best high school programs in the country" and was featured as part of a Hedrick Smith documentary and elsewhere in publications and the media. She has worked nationwide with schools and districts on high school redesign and academy/pathway-related initiatives. In addition, she served as project director of high school-related curriculum, redesign, and system-building initiatives at both the regional and State level. Patricia has been a coach, consultant, fellow, and/or floating faculty member for the U.S. Department of Education, Connected California, Jobs for the Future, New Urban High School initiative, Autodesk Foundation Project-Based Learning Network, and others. For the past 12 years, she has been based in the Graduate School of Education at UC Berkeley where she serves as Director of Teaching and Learning for the College and Career Academy Support Network (CCASN). She has strong expertise in a-g course development, pathway planning and implementation, building college and career going cultures, supports for student success, and partnership development. She is the co-author of the CCASN online Master Schedule Guide.
- Phil Saroyan** spent 36 years working in secondary schools- first as a high school teacher and then as a secondary school administrator. For 22 years, primarily as a high school principal at a school with as many as four different academies/ pathways, he was directly responsible for building the master schedule. Phil gained the reputation as the "go-to-guy" for master schedule solutions both within his district and beyond. He also facilitated workshops on master scheduling for the California League of Middle Schools, the Association of California School Administrators, and others. For the last seven years, Phil has served as co-teacher in the data analysis course at the UC Berkeley Principal Leadership Academy and currently serves as lead on the master scheduling consulting team for the College and Career Academy Support Network (CCASN) at UC Berkeley. He regularly provides professional development and technical assistance related to master scheduling. He also works as technical assistance provider for schools/districts developing college and career pathways. He is the co-author of the CCASN online Master Schedule Guide.
- Gilberto Q. Conchas** is professor of Educational Policy and Social Context the University of California, Irvine. His research unearths the triumphs of urban high school youth of color—African American, Vietnamese, and Mexican American—despite unequal public school processes. He challenges the stereotypes of students of color as under-performers and highlights successes. His research agenda, in schools and communities, has profound impact on the university and larger society. First, his research increases awareness of the experiences of underrepresented minorities in secondary schools. Second, his research provides content knowledge of the institutional factors that lead to school success instead of failure. Third, his research provides a better understanding of the steps necessary to diversify higher education.

institutions—and make sure that students are well equipped to graduate. In general, Gil's research provides a better understanding of the complexity and nuance of how low-income populations navigate US society and culture. He is the author of the *Color of Success* (2006), co-author of *Small Schools and Urban Youth* (2008), co-author of *Streetsmart Schoolsmart* (2012), and co-author of *Inequality, Power, and School Success* (2015). Conchas has been a Visiting Professor at the University of Southern California, San Francisco State University, University of Washington, the University of Barcelona, and the University of California, Berkeley.

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement between Padres Unidos and Valley High School for September 14, 2015 through June 15, 2016**

**ITEM:**                   **Action**

**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 the consultant agreement between Padres Unidos and Valley High School for September 14, 2015 through June 15, 2016. This agreement, through assessment and outreach, will allow Padres Unidos to identify and decrease obstacles that prevent families from being supportive and engaged. This will be the second year that Padres Unidos will be working with Valley High School. At its March 24, 2015 meeting, the Board approved the agreement between Padres Unidos and Valley High School in the amount of \$6,000. During the current year, outreach was made to over 759 parents and 17 parenting classes were held.

**RATIONALE:**

Through a structured process, Padres Unidos identifies the challenges families face and provides them with the tools and resources required to meet their goals. A community worker will provide Valley High School with services, support, activities, information, and referrals for those in need of assistance as identified by the school community's and individual needs.

Objectives of Padres Unidos for Valley High School are:

- Meet with Falcons parents group and administration to evaluate Padres Unidos programs and presence in 2015
- Conduct phone surveys for entering grade 9 students
- Create Parent Discovery Sessions for needs assessment
- Summarize and present findings to the administration
- Determine recommended Parent Engagement Module Options

This agreement supports LCAP goal 3.7: "Establish parenting programs that support student success by working with community partners and organizations and other family services."

**FUNDING:**

School Improvement Grant (SIG): \$24,000

**RECOMMENDATION:**

Approve the consultant agreement between Padres Unidos and Valley High School for September 14, 2015 through June 15, 2016.

DM:sz

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Padres Unidos** 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 weekly (8) hour community worker once per week for 30 weeks at Valley High School to provide, services, support, activities, information and referrals to parents in need of assistance.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **9/14/2015** and will diligently perform as required and complete performance by **6/15/2016**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$24,000**  
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:

**Padres Unidos  
708 N. Garfield St.  
Santa Ana, CA 92701**

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 **24<sup>th</sup> 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

6/23/2015

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

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

RECEIVED  
 JUN 02 2015  
 BUSINESS SERVICE

Consultant Approval Request

Site/Department	Valley High School		Contact Person:	David Richey
			Email Address:	david.richey@sausd.us
			Phone #:	714-241-6400
Consultant	Name:	Padres Unidos		
	Address:	708 N. Garfield St.		
	City:	Santa Ana		
	State/Zip:	CA 92701		
			Contact Person:	Patricia Huerta
			Email Address:	information@ocpu.org
			Phone #:	714-616-8423
			Fax #:	
Date(s) of Service	From:	Sep 14, 2015	To:	Jun 15, 2016
			LCAP Goal Supported By This Services	Engagement: Parent Involvement
Implications for the District/ Type of Service (Oracle Justification)	<b>Objective:</b> 1. Indicate the content of the services. 2. Indicate who will participate. 3. What is expected to be achieved as a consequence of consultant services as it relates to improving student achievement?			
	Consultant will provide Padres Unidos will provide educational partnerships that will increase the number of parents who have and use school knowledge to support students' learning excellence. Through assessment and outreach, Padres Unidos will identify and decrease obstacles that prevent families from being supportive and engaged.			
Amount Not to Exceed	\$	24,000	Funding Source	SIG

**PLEASE COMPLETE THE FOLLOWING CHECK LIST PRIOR TO SUBMITTING TO DISTRICT:**  
*All items must be complete and submitted to the Business Services Department prior to the Consultant being placed on the Board Agenda for approval to begin to work.*

- Consultant Scope of Work or quote for services
- FOR CONSULTANTS WHO WILL HAVE CONTACT WITH STUDENTS**
- Certification by contractor of criminal record check
- Fingerprint Certification if available (must be received prior to Consultant beginning work)
- FOR CONSULTANTS WHO WILL HAVE LIMITED OR NO CONTACT WITH STUDENTS**
- Designation of Limited Contact

Board Approval Date Requested	District Administrator Approval	Date
Jun 2, 2015		
	Consultant Requested by	Date
	David Richey	6/2/15



## Valley High School and Padres Unidos 2015/2016

In connection with Padres Unidos entering into a contract with Valley High School, description of services:

### I. Costs and Funding

The cost to Valley High of the program described below will be \$24,000 from September 14, 2015 to Jun 15, 2016. The cost is based on to the school size of over 2,000 students, and the services rendered. Childcare is included.

The Basic Program will consist of the following components:

### II. Services/Program Description

- A. **Community Worker Support.** A Community worker will provide Valley High school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Valley will have a Padres Unidos Community Worker once a week for 30 weeks eight (8) hours.
- B. **Outreach.** Padres Unidos Team will engage parents through phone calls and one-to-one contact to build a parent community that partners with the school and responds actively to student's needs. A pre and post engagement assessment will be conducted.
- C. **Childcare.** In order to enable parents' participation in Padres Unidos educational modules and events quality childcare will be provided.
- D. **AM and PM Educational Module (based on community needs).**  
A total of 52 one and a half hours of parent support classes between the AM and PM sessions.

#### *Community Assessment Phase*

- 1) Meet with *Falcons* parents group and administration to evaluate Padres Unidos programs and presence in 2015
- 2) Conduct phone Surveys for entering nine grade students
- 3) Create Parent Discovery Sessions for needs assessment

- Outreach
    - on-site one-on-one engagement
    - leverage existing parent forums
    - phone calls to targeted parents
    - flyers
    - door-to-door (if required)
  - Initially one meeting during the day and one evening meeting
  - Additional sessions scheduled if small focus groups needs are identified
  - Up to 50 parents each session
  - Emphasize participation to all 9th grade parents
- 4) Summarize and present findings to the Administration
- 5) Determine recommended Parent Engagement Module Options

### ***Implementation Phase***

#### I Phase

- Establish appropriate Parent Modules based on Community Assessment
- Parent Modules scheduled both for day and evenings, *as needed*
- Classes would have up to 50 parents each
- Total estimated number of service days not including outreach, 105

#### II Phase

- Leverage experience of first educational module to develop Parent Module Strategy for the second one
- Focus on engagement with 9th grade parents
- Mobilize Parents who have completed a Module to engage incoming parents
- Create safety net for all parents

Program evaluation will be conducted throughout the program including but not limited to: Pre-post of parenting knowledge; pre-post of parent practices; pre-post involvement in their son/daughter education; pre-post community involvement; Satisfaction survey. Parent attendance will be utilized to measure success.

**PADRES UNIDOS 2014-2015**

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

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



**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Consultant Agreement Increase for Laurel Adler**

**ITEM:**                   **Consent**

**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 Laurel Adler. At its June 10, 2014 meeting, the Board approved Laurel Adler consultant agreement in the amount of \$18,000 to provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements.

**RATIONALE:**

The 2014-15 budgeted funding amount of the consultant agreement for Laurel Adler was based on the funding amount of the previous fiscal year. However, due to the unanticipated marked increase in the number of charter petitions submitted during the 2014-15 year, an increase to the funding amount of the consultant agreement for Dr. Laurel Adler is necessary.

**FUNDING:**

General Fund: \$14,000

**RECOMMENDATION:**

Approve the consultant agreement increase for Laurel Adler in the amount of \$14,000 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 **Laurel Adler 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. **1. Services to be provided by CONSULTANT: Will provide services to review and analyze charter petitions against the specific related sections of the California Charter Law Requirements on-an-if-needed basis.**
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 **Eighteen Hundred Dollars (\$18,000)**. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

**Laurel Adler LLC  
385 E. Green #2205  
Pasadena, CA 91101**

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

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

This AGREEMENT is entered into this **1<sup>st</sup> day of July, 2014.**

DISTRICT:

CONSULTANT:

By:



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Signature

Stefanie P. Phillips, Ed.D.

---

Printed Name

Deputy Superintendent, Operations

---

Title

June 10, 2014

---

Board Approval Date

By:



---

Signature

Laurel Adler

---

Printed Name

Consultant

---

Title

26-4174953

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Social Security or Taxpayer Identification

**AGENDA ITEM BACKUP SHEET**  
**June 23, 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 23, 2015**

**Board Meeting**

**TITLE:**                   **Approval of Facilities Agreement between Santa Ana Unified School District and Edward B. Cole, Sr. Academy Charter School**

**ITEM:**                   **Action**

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

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

**BACKGROUND INFORMATION:**

Edward B. Cole Sr. Academy submitted a Proposition 39 Request for Facilities for the 2015-16 school year under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations Section 11969.9(a). Specifically, the charter school requested to remain at its current location, the former Margaret S. Grant Elementary School site. These facilities were originally provided to the charter school by the District pursuant to a Proposition 39 Request for Facilities submitted in the 2006-07 school year.

The governing board of the Edward B. Cole Sr. Academy has agreed to the terms and conditions of the facilities agreement offered by the Santa Ana Unified School District pursuant to the requirements of Education Code Section 47614 and its implementing regulations. The accepted agreement allows the Charter School to remain at its current location and provides facilities for its in-District students for the 2015-16 school year. The Charter School will continue to share the site with other District programs.

**RATIONALE:**

In correspondence dated on or about May 16, 2015, the Governing Board of the Charter School, Templo Calvario Community Development Corporation, accepted the District's Final Offer for use of a portion of the District's former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701, for the 2015-16 academic year.

**FUNDING:**

Not Applicable

**RECOMMENDATION:**

Approve the Facilities Agreement as drafted.

**CHARTER FACILITIES AGREEMENT  
BY AND BETWEEN  
SANTA ANA UNIFIED SCHOOL DISTRICT,  
TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION AND  
EDWARD B. COLE, SR. ACADEMY**

**THIS AGREEMENT** (“Agreement”) is made this 23rd \_\_\_\_ day of June, 2015 \_\_\_\_\_, 2015 (the “Effective Date”), by and among the Santa Ana Unified School District, a public school district organized and existing under the laws of the State of California (“District”), Templo Calvario Community Development Corporation, a California non-profit public benefit corporation (“TCCDC”), which operates Edward B. Cole, Sr. Academy, a California public charter school, (“EBC”), and EBC. TCCDC and EBC are collectively referred to herein as the “Charter School”. The District and Charter School are collectively referred to as “the Parties.”

**RECITALS**

**WHEREAS**, Charter School received approval of its Petition and Charter (“Charter”), from the District in July 2003 and said Charter was renewed on July 1, 2013. A true and correct copy of the Charter is attached hereto and incorporated herein by this reference as Exhibit “A”;

**WHEREAS**, on or about November 1, 2014, Charter School submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2015-2016 academic year;

**WHEREAS**, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District has offered to provide the Charter School with facilities for its in-District students (“Final Offer”);

**WHEREAS**, the Charter School has accepted the District’s Final Offer for use of a portion of the District’s former Margaret S. Grant Elementary School site, located at 333 E. Walnut Street, Santa Ana, CA 92701 (“Grant Site” shall refer to the total school site and “Subject Property” shall refer to that portion offered to the Charter School), depicted in Exhibit “B” hereto and incorporated herein by this reference, for the 2015-2016 academic year (the “Applicable Year”), pursuant to the conditions set forth below;

**WHEREAS**, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the Subject Property for the Applicable Year.

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

**Section 1: Use of the Subject Property.** District agrees to allow Charter School exclusive use of the Subject Property, for the sole purpose of operating the EBC educational program in accordance with the Charter, under which EBC became an independent/direct funded charter



school. Charter School's right to exclusive use of the Subject Property shall be for the Applicable Year and shall conclude at the expiration of this Agreement on June 30, 2016.

A. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District. If the Charter School desires to have facilities provided by the District for the 2016-2017 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2015, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

B. Civic Center Act. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have the exclusive use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance, with respect to the Subject Property only, the TCCDC Board of Directors shall hold the same powers and obligations applicable to School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community, and may delegate authority over the day-to-day implementation of Civic Center Act usage to members of the Charter School Management Team. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act shall be the property of the District and shall be forwarded to the District within one (1) business day of receipt by the Charter School.

C. Drill Notice. In the event that Charter School conducts a fire, earthquake or other emergency drill, Charter School shall provide District with reasonable notice of the time and nature of the drill and confirm that a District representative at the District Programs Property (defined in Section 7 below) is aware of the time and nature of said drill.

D. Full and Complete Satisfaction. Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the Applicable Year. Charter School has agreed to furnish and equip the facilities for classroom instruction with its own furnishings and equipment. Charter School agrees that, by accepting the Subject Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and all Proposition 39 implementing regulations for the Applicable Year. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Year. Furthermore, the Charter School waives any rights it may have to subsequently object to the District's perceived failure to offer facilities in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities that the Charter School believes violate the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Applicable Year.

E. Early Termination. This Agreement shall terminate prior to June 30, 2016 upon the revocation, nonrenewal or expiration for any reason of Charter School's Charter or closure of EBC; however, in the case of a revocation or non-renewal, only after the Charter School has exhausted all appeals of said revocation or non-renewal. Upon such early termination, the right to exclusive use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District in accordance with Section 1.A above.

**Section 2. Pro-Rata Share of Facilities Costs; Oversight Fee.** The Parties agree that, pursuant to the Proposition 39 implementing regulations, the Charter School's pro-rata share of costs for the Subject Property ("Pro-Rata Share") is Two Dollars and Fifty-Nine Cents (\$2.59) per square foot for the Applicable Year. The Parties agree that the total square footage subject to this Agreement is Nineteen Thousand Three Hundred Thirty-Nine (19,339) square feet for the Applicable Year. Thus, the total pro-rata cost for the Applicable Year is Fifty Thousand Eighty-Eight Dollars (\$50,088.00) ("Total Pro-Rata Cost").

A. Oversight Fee. In addition to the Total Pro-Rata Cost, the District shall also charge the Charter School a fee for oversight costs ("Oversight Fee"), up to the maximum percentage allowed by law. (See, e.g., Education Code section 47613).

B. Payment. All fees, charges, and payments due and owing from the Charter School to the District, including but not limited to the aforementioned Total Pro-Rata Cost and Oversight Fee, may be deducted by the District from any state or federal revenues of the Charter School which are passed through the District. The District shall also have the right to withhold such fees, charges, and payments from the Charter School's in-lieu property tax allocations.

Any remaining fees, charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due thirty (30) days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.

**Section 3. Utilities.** The utilities serving the Grant Site are separately metered. Charter School shall be solely responsible for and pay, prior to the delinquency date, all charges for any and all utility services (including, but not limited to, telephone, electric, gas, water, sewer, rubbish and recycling services) (collectively, the "Utilities") supplied to Meter Address: 333 E. Walnut St., Santa Ana, CA 92701, regardless of actual user. District shall have no obligation regarding Utilities supplied to Meter Address: 333 E. Walnut St., Santa Ana, CA 92701. Charter School shall obtain its own internet service provider and shall assume sole responsibility for payments and upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

**Section 4. Maintenance.** Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement.

Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

District shall be responsible for the major maintenance of the facilities used by Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District processes. Currently, and until further written notice, the Charter School must submit such requests through the Santa Ana Unified School District website, by clicking on the Facilities link, then selecting the Building Services link and log onto the maintenance work order system. School sites are limited to two authorized staff members to enter work order requests to prevent duplicate work orders. Training and a password will be provided to utilize the District work order management system. For an emergency request for service, Charter School should call Building Services directly. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

**Section 5. Installation of Improvements by Charter School.** Charter School shall not construct or install any improvements on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and if required, the Division of the State Architect ("DSA"). District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District's Assistant Superintendent, Facilities & Governmental Relations, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law

or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

A. Garden. Charter School may use a portion of the Subject Property to establish a garden (“Garden”) for educational purposes, so long as the Charter School complies with any federal, state or local laws and regulations, including Proposition 65, as applicable. Charter School may not use any fertilizers, pesticides or other hazardous materials in preparing or maintaining the Garden, unless the Charter School has obtained permission, in writing, from the District. Such permission shall not affect Charter School’s indemnification obligations under Article 12. If at any time the District determines, in its sole discretion, that the Garden presents a health or safety hazard or otherwise interferes with District activity, the District may require the Charter School to cease operation of the Garden immediately and return that portion of the Subject Property to its original condition.

**Section 6. Provision of Facilities**. The facilities to be provided by the District to the Charter School are described in this Section 6, and shall consist of both permanent and portable facilities. Said facilities are labeled in Exhibit “B.” The facilities to be provided by the District to the Charter School for the Applicable Year are as follows:

A. Charter School shall have exclusive use of fifteen (15) standard portable classrooms for teaching space.

B. Charter School shall have exclusive use of four (4) additional standard portable classrooms for specialized classroom space and/or non-teaching space.

C. Charter School shall have exclusive use of a 320-square-foot storage container (“Storage”) located next to Building Q.

D. Charter School shall have exclusive use of the “Cafeteria” portable, which contains a kitchen, storage or office space, and a men’s staff restroom. (“Building G”).

E. Charter School shall have exclusive use of a boys’ and girls’ student restroom portable which also contains a women’s staff restroom. (“Building O”).

F. Charter School shall have exclusive use of the sun shade eating areas. (“Sun Shade”).

G. Charter School shall have exclusive use of playground facilities and all field and court space at the Subject Property.

H. Charter School shall have exclusive use of the entrance gate located at the Maple Street side of the Subject Property.

I. Charter School shall have non-exclusive access to the parking lot (“Parking Lot”) located on the Grant Site. The Parking Lot contains twenty-four (24) parking spaces, which spaces shall be divided between the Charter School and District programs (“District Programs”) as follows: twelve (12) spaces shall be allocated to the Charter School and twelve (12) spaces shall be allocated to District Programs. From time to time, one Party may allow, on a case-by-case basis, the other

Party to use its designated space(s) if both Parties are agreeable to such a use. District shall be responsible for maintaining the Parking Lot.

J. Charter School may request, pursuant to the Civic Center Act (Education Code section 38131 *et seq.*), access to the portable classroom denoted as Building "P" on the map attached hereto as Exhibit "B" (located on the District Programs Property) for the purpose of conducting parent-teacher association meetings, assemblies and other similar events requiring a facility with capacity beyond that which is available on the Subject Property. The District agrees to work with the Charter School to arrange and schedule use of said portable classroom.

K. The Parties acknowledge that the Charter School will have use of facilities at the Subject Property in excess of that required to be provided under Proposition 39 for the 2015-2016 school year. This does not bind the District to provide a similar allocation of facilities in the future.

**Section 7. Security.** The Parties acknowledge that the Grant Site will be shared by the Charter School and District Programs. A permanent fence ("Fence") will divide the Subject Property from the remaining Grant Site occupied by District Programs (District Programs Property").

A. **Intrusion System.** Charter School acknowledges that it shall have the sole responsibility for the safety and security of the Subject Property and that it shall not rely on any safety/security device that the District now maintains or may maintain in the future on the Grant Site. Specifically, the District currently maintains an intrusion system ("Intrusion System") on the Grant Site, which may or may not continue to be operational. The Charter School recognizes that said Intrusion System is not part of the facilities offered to the Charter School under this Agreement and may be discontinued by the District at any time and without notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

**Section 8. Reserved.**

**Section 9. Condition of Property.** Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to takeover the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Upon termination or expiration of the Agreement, Charter School shall return the Subject Property and any then-existing improvements to the District in clean, good order condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. All trash shall be removed. Charter School shall remove from the Subject Property all of Charter School's personal property, trade fixtures, and any improvements made by Charter School that District determines shall be removed by Charter School. All property not so removed shall be deemed abandoned by Charter School and Charter School shall be responsible for any costs incurred by the District for the removal of such abandoned property.

With regard to the portable facilities at the Subject Property, Charter School shall return such portable facilities in a condition equal to or better than when Charter School originally received them. In the event that the District is charged any fees related to the condition of the portable facilities, the District will invoice Charter School for such fees and Charter School shall promptly pay to the District such fees within thirty (30) days of receipt of such invoice. Fees may be assessed for conditions, including, but not limited to: damaged equipment, excessive wall damage, missing equipment, costs for removal of added equipment, cleaning, and rekeying in the case of missing keys.

**Section 10. Title to Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District at all times.

**Section 11. Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self insurance through a Joint Powers Authority shall satisfy District's obligations under this section. District shall not be responsible for insuring any of the Charter School's personal property, including any portables installed on the Subject Property. Charter School shall procure and maintain, for the duration of this Agreement the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

A. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in aggregate.

B. General Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$20,000,000 general aggregate. The general aggregate limit shall apply separately to this project/location. Per occurrence for bodily injury, personal injury and property damage.

(1) Charter School policy shall include or be endorsed to include abuse and molestation coverage.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its board, officials, employees, and agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

C. Automobile Liability Insurance in an amount not less than \$5,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

D. Crime in an amount not less than \$3,500,000 in aggregate.

E. Errors and Omissions in the amount not less than \$20,000,000 in aggregate.

F. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against District.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the District and to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.

District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

Concurrently with the execution of the Agreement, Charter School will provide District with a certificate(s) of insurance verifying such insurance and the terms described herein.

Nothing herein shall serve to modify or reduce the insurance and indemnification requirements contained in the Charter.

**Section 12. Indemnification.**

A. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property; Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District in or about the Subject Property; District's obligation to defend the Charter School and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

C. Nothing herein shall serve to modify or reduce the insurance and indemnification requirements contained in the Charter.

**Section 13. Access.** Charter School shall permit District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Subject Property. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations.

**Section 14. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally



delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

If to the District:

Santa Ana Unified School District  
Attn: Deputy Superintendent, Operations  
1601 E. Chestnut Avenue  
Santa Ana, CA 92701

With a Copy to:

Atkinson, Andelson, Loya, Ruud & Romo  
Attn: Lindsay Thorson  
12800 Center Court Dr., Suite 300  
Cerritos, CA 90703

If to the Charter School:

Edward B. Cole, Sr. Academy  
Attn: John Norton, Principal/Director  
333 E. Walnut St.  
Santa Ana, CA 92701

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Section 15. California Environmental Quality Act.** Charter School acknowledges that the California Environmental Quality Act (“CEQA”) may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications or abandonment of this project due to any inability to meet CEQA requirements.

**Section 16. Subcontract and Assignment.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

**Section 17. Independent Status.** This Agreement is by and between independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 18. Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

**Section 19. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

**Section 20. Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 21. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 22. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 23. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**Section 24. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**Section 25. Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

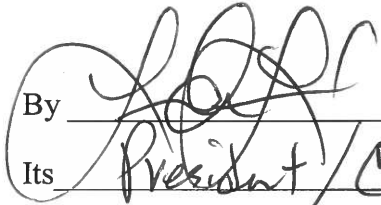
**Section 26. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

**Section 27. Facsimile Signatures.** This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

**Section 28. Board Approval.** In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Governing Board of Education.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

**TEMPLO CALVARIO COMMUNITY DEVELOPMENT CORPORATION and  
EDWARD B. COLE, SR. ACADEMY**

By   
Its President/CEO

**SANTA ANA UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_

Its Deputy Superintendent, Operations

**EXHIBIT "A"**

**CHARTER**



**Edward B. Cole Sr. Academy**

**Charter Renewal Petition**

**Submitted to**

**The Board of Trustees  
Santa Ana Unified School District**

**For the Term July 1, 2013 through June 30, 2018**

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- Appendix 4: Community Outreach Programs and Information on Partnerships
- Appendix 5: Partnership with Sage Hill High School in Newport Beach
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- Appendix 16: Budget documents

## Affirmations and Assurances

Edward B. Cole Sr. Academy (“EBC” or the “Charter School”) will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- Templo Calvario Community Development Corporation shall be deemed the exclusive public school employer of the employees of Edward B. Cole Sr. Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(1)]
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Sections 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act.
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]



# Introduction

## Initial Charter

The Charter was originally approved by the Santa Ana Unified School District (“SAUSD” or the “District”) School Board at a meeting of the District Board on May 27, 2003.

## Preference for this Petition

As required by Section 47605 of the Charter Schools Act of 1992, in reviewing petitions for the establishment of Charter Schools within the District, the District’s governing board shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioners as academically low-achieving pursuant to the standards established by the State Department of Education under Education Code Section 54032.

As set forth in this Petition, the Charter School has a solid record of providing a comprehensive learning experience that effectively serves the needs of academically low-achieving students. This is demonstrated throughout this Petition by the accomplishments in each category. Accordingly, this Petition is entitled to preference in the review and approval process.

## Background

The Charter School is currently serving 365 students in kindergarten through fifth grade and is located in Orange County in the Santa Ana Unified School District.

This charter renewal petition reaffirms the Charter School’s commitment to its students, staff, parents and Charter School Community to continue the efforts initiated with the approval of our original petition in May of 2003.

The purpose of this document is to

1. Share the accomplishments of the Charter School for the past five years
2. Define the goals of the Charter School
3. Describe the instructional program
4. Identify the desired academic and social outcomes anticipated for all students
5. Delineate the roles and responsibilities of each member of the Charter School Community.

## Accomplishments

The Charter School believes that education can succeed only if a partnership is built with the community. Empowering the community through positive relationships where the Charter School now has become a resource and a visible pillar for matters beyond the “Bell”. Our teachers and staff members are actively visible in the community. The Charter School day is more than just the instruction of the student. It becomes an innovative avenue of change. The following is a list of some of the Major Accomplishments over the past 5 years.

- Interim WASC Accreditation - 2006 - 2009
- WASC Accreditation 2010-2013 (attached as Appendix 1)
- API Growth 104 Points (2007-2012) (attached as Appendix 2)
- Enrollment Increase to 365 K-5 Students in 2012-2013 school year

- Business Partnerships – 60 active business partners
- Comprehensive After - School Program – serving 90 students - 2013
- ERATE Funding – 2005 to present
- California Department of Education Certified Technology Plan 2004 – 2008, 2008-2013, 2013-2016 (attached as Appendix 3)
- Community Outreach Programs – 2005 to Present (attached as Appendix 4)
- SPSG – (Emergency Response Grant) – 2006-2012 when funding ended
- US DOE’s Readiness & Emergency Management School Grant – 2008-2012
- PTO participation increase – parent involvement
- Acceptance of exiting students (EBC Alumni) into Santa Ana’s Fundamental School Programs
- 53% of Teaching Staff have Master’s or Doctorate Degrees
- Follett Automated Library System – 2006 to present
- City of Santa Ana Community Award – Community Building Award – 2006, 2008
- Pre-School Partnerships for student enrollment
- Student Leadership Program – 2005 to present
- Partnership with the City of Santa Ana – Santa Ana Downtown Inc. (attached as Appendix 4)
- Positive Working Relationships with Community – Loaves and Fishes x10(attached as Appendix 4)
- Family Outreach Programs 2003 - Present – Serve the People and Parent to Parent(attached as Appendix 4)
- Operation School Bell – Santa Ana Assistance League
- Community Safety Program – Santa Ana Police Department Parent Academy and JR. Cop Program (attached as Appendix 4)
- Citizens to Action Program – Orange County Labor Federation (attached as Appendix 4)
- Health Awareness Program –Power Play Program (attached as Appendix 4)
- Family Enrichment Events
- Beautification Projects on Campus
- Attendance Rate consistently above 96%.
- Partnership with Sage Hill High School in Newport Beach (attached as Appendix 5)
- Implementation of Spatial Temporal Math through Orange County Math Initiative (attached as Appendix 6)
- Top Performing School for ST Math in SAUSD during 2011-2012 school year (attached as Appendix 6)
- Partnership with University of California Irvine
- Fully Functioning Computer Lab
- Electronic Whiteboards (Mimio) in each classroom
- Implementation of school wide “100% Motivational Program” to support student academics and behavioral support for students
- Annual fundraising for Charitable Causes –March of Dimes and Lymphoma &Leukemia Society
- Creation of Expected Schoolwide Learning Results (ESLRs) (attached as Appendix 8)
- Addition of Philanthropic Advisor to school staff - 2012 to present

**Charter Renewal**

The following shall serve as documentation confirming that the Charter School exceeds the statutory criteria required for renewal set forth in Education Code Section 47607(b) (attached as Appendix 7, please find proof of meeting the renewal requirements):

- The Charter School has ranked in deciles 4 to 10, inclusive, on the API in the prior year. (Education Code Section 47607(b)(2))

Year	Statewide Ranking
2011	4

- The Charter School has ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year. (Education Code Section 47607(b)(3))

Year	Similar Schools Ranking
2011	4

Therefore, the Charter School has exceeded the minimum criteria for renewal by meeting not one but two of the possible criteria.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to Edward B. Cole Sr. Academy and/or EBC and/or the Charter School and/or the School shall apply with full force and effect to Templo Calvario Community Development Corporation, the California Nonprofit Public Benefit Corporation, and any and all references to Templo Calvario Community Development Corporation, the California Nonprofit Public Benefit Corporation, shall apply with full force and effect to Edward B. Cole Sr. Academy, and for all purposes related to this Charter or the operations of Edward B. Cole Sr. Academy, both Edward B. Cole Sr. Academy and Templo Calvario Community Development Corporation, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

## **Element One (A) — Educational Program**

*Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21<sup>st</sup> century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).*

### **Mission Statement**

All EBC Academy Students Meet or Exceed Grade Level Standards.

### **Vision**

To prepare and motivate students to pursue higher levels of education, to instill into our students a sense of responsibility and commitment to community, to engage parents in their children's education, and finally, to join the Charter School, families and the business community as our children's education partners.

### **Educational Program**

The commitment of the Charter School reflects the following:

- ❑ Academic excellence emphasizes high expectations for the student population to attain their full human potential.
- ❑ Increase learning opportunities for all pupils, with specific emphasis on expanded learning experiences for pupils who are identified as at risk.
- ❑ Adults at the Charter School make the difference in the lives of children.
- ❑ Knowledge and appreciation of unique cultural backgrounds contributes to the development of confident individuals.

The Charter School follows a single track modified year round school calendar of 190 days for staff, and 180 instructional days for students. The staff returns 5 days before instruction begins for staff development, two days during winter break, and continue 3 days after instruction is completed for additional staff development. The classroom environment fosters opportunities for student interaction through cooperative learning activities, multi-grade and cross-age groupings, and peer tutoring.

We believe the uniqueness of children is revealed in their very existence and that it is the Charter School's responsibility to foster their innate sense of the mystery and joy of life.

The Core Values include but are not limited to:

- ❑ Commitment to excellence, quality, character, and integrity;
- ❑ Respect, appreciate and understand diverse cultures, languages and individuals;
- ❑ Creation and maintenance of a nurturing family environment that fosters a spirit of cooperation, collaboration, and respect;
- ❑ The growth and education of students come first, enabling pupils to become self-motivated, competent, and lifelong learners

### Target Student Population

The Charter School seeks to enroll students in grades K-5 who seek a school of choice to fulfill their educational needs. The following chart compares the Charter School's student demographics to those of the District (source: 2011 CALPADS and 2012 STAR Program):

Characteristic	Edward B. Cole	District
Black or African American	1%	0%
American Indian or Alaska Native	0%	0%
Asian	0%	2%
Filipino	0%	0%
Hispanic or Latino	98%	95%
Native Hawaiian or Pacific Islander	0%	0%
White	0%	1%
Two or More Races	1%	0%
Participants in Free or Reduced-Price Lunch	95%	90%
English Learners	43%	54%
Students with Disabilities	3%	10%

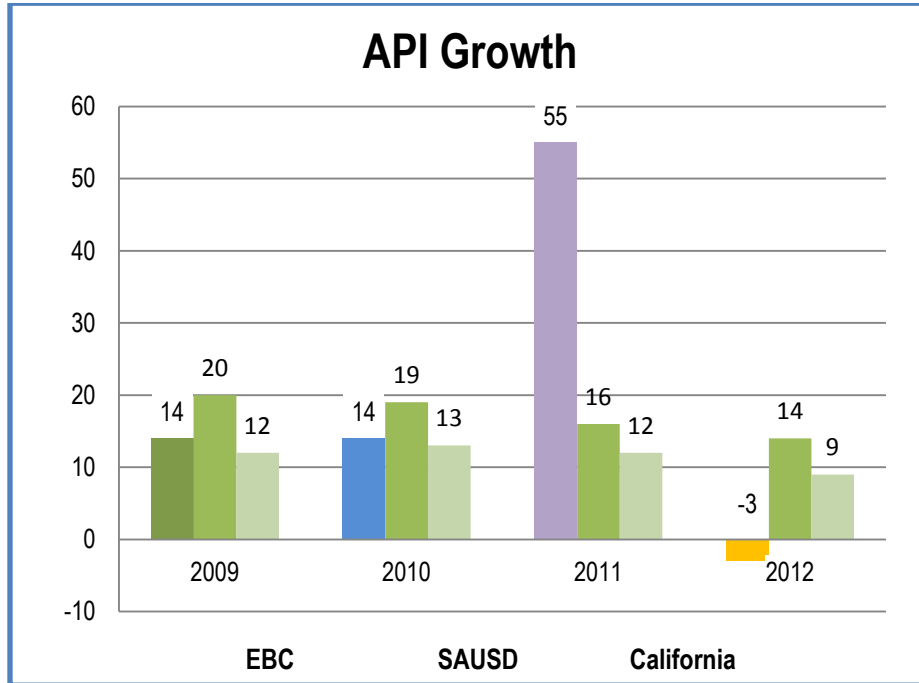
If the Charter School receives apportionment for transitional kindergarten, it will offer transitional kindergarten, the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate, pursuant to Education Code Section 48000(c)-(e).

The Charter School received its base score in 2005 by testing 89 students. We have worked diligently with our students to raise that score. The Charter School has met and exceeded its Academic Performance Index (API) School-Wide Growth Target seven out of the last 8 years. The Charter School has raised its score by 104 points from 2007-2012. In a comparison of neighboring schools, the Charter School has the highest API point growth from 2010 to 2012. (See Figure 1) The School Academic Performance Index (API) Growth Chart shows the base and growth for the Charter School for the school years 2010-2012. (See Figure 2) Charter School students, faculty, staff and parents are working hard to raise the level of achievement in the Charter School. The comparison charts reflect the growth of the Charter School in relation to the average growth in the District's and the State's API scores. (See Figures 2 and 3) These charts are representative of the five years. Although we have not attained our API goal in 2012, the Charter School is proud of the growth that it has made and strives to continue to grow and become one of the District's Distinguished Schools.

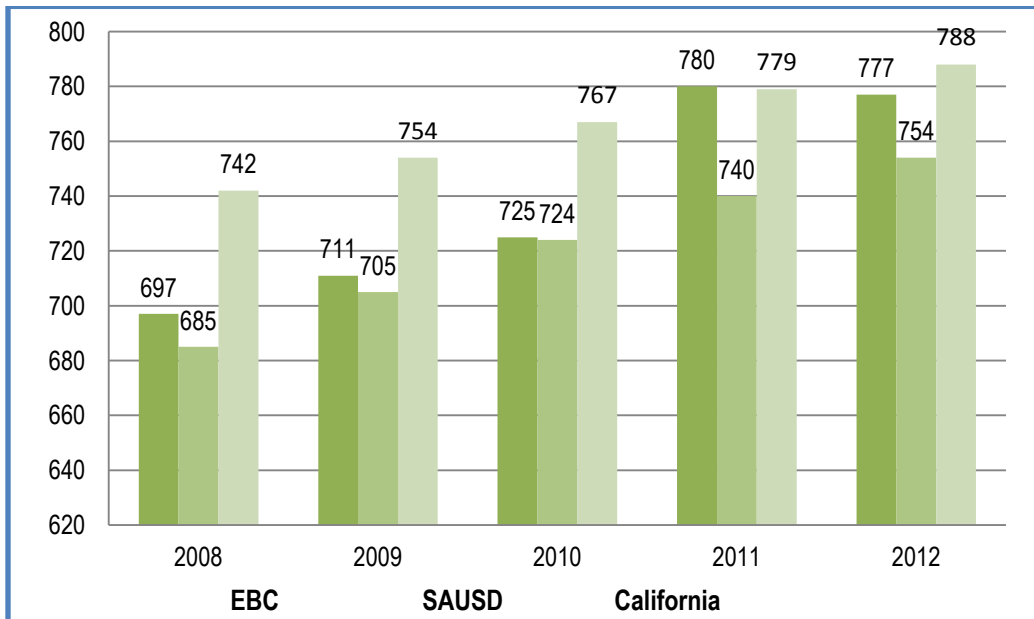
**Figure 1: Comparison of API Growth for Surrounding Schools**

School	2011 Growth	2010 Base	2010-11 Growth	School-Wide	All Subgroups	Both Schoolwide and Subgroups	2 years growth
Edward B. Cole Academy	780	725	55	Yes	Yes	Yes	52
Frederick Remington Elementary	799	787	12	Yes	Yes	Yes	22
Fremont Elementary	759	733	26	Yes	Yes	Yes	49
Garfield Elementary	748	725	23	Yes	Yes	Yes	29
Martin R. Heninger Elementary	831	806	25	Yes	Yes	Yes	26
Theodore Roosevelt Elementary	752	746	6	Yes	Yes	Yes	6
Walker Elementary	737	759	-22	No	No	No	16
School	2012 Growth	2011 Base	2011-12 Growth	School-Wide	All Subgroups	Both Schoolwide and Subgroups	
Edward B. Cole Academy	777	780	-3	No	No	No	
Frederick Remington Elementary	808	798	10	Yes	Yes	Yes	
Fremont Elementary	783	760	23	Yes	Yes	Yes	
Garfield Elementary	754	748	6	Yes	No	No	
Martin R. Heninger Elementary	833	832	1	Yes	Yes	Yes	
Theodore Roosevelt Elementary	753	753	0	No	No	No	
Walker Elementary	773	735	38	Yes	Yes	Yes	

**Figure 2: API Growth for EBC, SAUSD, and California**



**Figure 3: API Scores for EBC, SAUSD, and California**



## **An Educated Person in the 21<sup>st</sup> Century**

Success in the 21st century requires knowing how to learn. Students today will likely have several careers in their lifetime. They must develop strong critical thinking and interpersonal communication skills in order to be successful in an increasingly fluid, interconnected, and complex world. Technology allows for 24/7 access to information, constant social interaction, and easily created and shared digital content. Educators can leverage technology to create an engaging and personalized environment to meet the emerging educational needs of this generation. No longer does learning have to be one-size-fits-all or confined to the classroom. The opportunities afforded by technology should be used to re-imagine 21st-century education, focusing on preparing students to be learners for life. Twenty-first-century learning means hearkening to cornerstones of the past to help us navigate our future. Embracing a 21st-century learning model requires consideration of those elements that could comprise such a shift: creating learners who take intellectual risks, fostering learning dispositions, and nurturing school communities where everyone is a learner. Students attending EBC will be prepared to learn both independently as well as in a group setting using higher level thinking skills to find success in their academic endeavors.

## **Educational Vision – How Learning Best Occurs**

### **Modes and Methods of Instruction**

Delivery of instruction continues to implement a strong, standards-based academic program. Teachers utilize backward design strategies to ensure power standards are addressed at each grade level in core content areas. Grade level teams meet weekly to discuss student progress and develop further strategies to support each child. Curriculum is California State Standards driven in reading, writing, math, English language development, science, and history/social science. The curriculum and the addition of project based learning give students various opportunities to find success. Students are assessed in the various subject areas at the beginning of the year and are continuously monitored through informal and formal assessments, grade level benchmarks assessments, and teacher observation. Teachers utilize instructional assistants and small groups to support and expand student learning. Reflection and re-teaching are also a vital tool for our staff in ensuring academic success in each student.

The state-mandated instructional minutes are adhered to for the instructional day. All students receive 180 days of instruction on a single-track school calendar. Students are also invited to join the after-school program for purposes of enrichment and remediation. The use of technology as an effective tool is emphasized across the curriculum. Our students receive instruction that meets all academic standards as adopted by the State Board of Education, as well as instruction that adheres to the individuals' learning modalities as every child learns differently. Our students are under the direct supervision of a California Certified Teacher for all instruction. Kindergarten through third grade classes average or are below a 25:1 student/teacher ratio. Grades 4-5 average or are below a 30:1 student/teacher ratio. All grade levels have access to Instructional Aides throughout the school day. Students participate in a morning assembly every school day where they are reminded through the school chant that EBC is preparing each child to be college ready by developing their self-esteem through positive intervention and support.

### **Organizational Goals and Expected Schoolwide Learning Results**

The goal of the Charter School is to be academically oriented, standards-based, accountable to California state and federal expectations, have high parental involvement and highly competent



teachers with a consistent and defined plan for ongoing professional development.

The Charter School has high expectations for academic achievement for all students. Those expectations are shared by all stakeholders of the Charter School. We employ a variety of strategies and activities to ensure our students success as 21<sup>st</sup> Century Learners.

**OVER-ARCHING GOALS:**

**Goal #1: To develop each student into a responsible, successful, well rounded individual who is an active leader/member of his or her community.**

**Goal #2: To use best practices, formative & summative assessments, and learning teams to promote maximum academic achievement for all EBC students.**

**Goal #3: To integrate and utilize technology as a tool to support both the curriculum and the individual learning needs of students.**

**Goal #4: To create and maintain a safe, positive learning community that fosters the core values of respect, responsibility, inquisitiveness, and character of both students and adults.**

**Goal #5: To encourage parent/guardian, community, and business involvement in our students' and school's full development.**

**Goals #6: To enable all students to become self-motivated, competent, lifelong learners.**

**EXPECTED SCHOOLWIDE LEARNING RESULTS:**

<p><b>E</b></p> <p><b>Effective Learners</b></p> <ul style="list-style-type: none"> <li>□ Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making.</li> <li>□ Demonstrate good academic foundation skills for applying concepts and skills to create new knowledge.</li> <li>□ A responsibility for own learning and adept at using own experiences to apply and create new knowledge.</li> <li>□ Demonstrate a positive attitude toward learning both now and in the future.</li> </ul>	<p><b>B</b></p> <p><b>Better Citizens</b></p> <ul style="list-style-type: none"> <li>□ Inspired to learn through a better understanding of the kinds of issues, skills, and ethics that are required to function successfully in society.</li> <li>□ Demonstrate a sense of self-worth and self-motivation in order to be good citizens and responsible, contributing members of society.</li> <li>□ Respect, appreciate, and understand diverse cultures and individuals.</li> <li>□ Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being in their abilities to set and achieve realistic goals.</li> </ul>	<p><b>C</b></p> <p><b>Capable Communicators</b></p> <ul style="list-style-type: none"> <li>□ Comfortable and competent working in collaboration with others, especially on problem-solving projects.</li> <li>□ Communicate effectively through reading, writing, speaking and listening.</li> <li>□ Apply the skills necessary to work effectively in cooperative settings.</li> <li>□ Use technology in order to access information, apply research skills, and solve problems in preparation for higher education and the world of work.</li> </ul>
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**Curriculum**

The curriculum adheres to California approved and adopted materials in language arts, reading, and mathematics with major emphasis on phonics, writing and math fundamentals. Attached as Appendix 9, please find grade level samples from the Charter School’s math and language arts programs. The language arts program consists of the following curricular applications: California Treasures which entails written expression, phonology, story form comprehension, and report form comprehension. The mathematics program uses Singapore Math as the main component of this content area with additional support through ST Math’s JJI program. EBC will implement Common Core State Standards in a two-year implementation phase beginning in the 2013-2014 school year with mathematics and in the 2014-2015 school year with Language Arts.

- In addition to California treasures and Singapore Math, Thinking Maps, Write from the Beginning, ST math, and Project Based Learning have been incorporated into the instructional design to assist all students, especially those who score basic and below basic on standardized assessments. These curricular additions stimulate the students by stimulating creative thinking, building problem solving skills, giving opportunity for students to express their ideas and opinions, all in a nontraditional format.

- Differentiated instruction, critical thinking skills, consensus building, conflict resolution and higher order thinking skills are incorporated into the daily activities of each teacher.
- Academic fieldtrips are used to provide students with hands on real life experiences that solidify lessons learned in the classroom.
- Special presentations and assemblies that are standards based are brought to the Charter School as culminating activities of thematic and school-wide focuses.
- Kindergarten students and fifth grade students visit local colleges and universities to provide students and their parents with an introduction to college life reinforcing our college prep emphasis and expectations.
- Real life science project-based learning gives students opportunities to learn science concepts and put them into practice by applying them in their own lives. An example of this is the school gardens. All classrooms have a class garden in which students get to plant flowers, fruits and vegetables. When the plants are harvested students are able to eat and enjoy the fruits of their labor as well as learn scientific principals relating to agriculture.
- A comprehensive after school program was implemented in the 2006-2007 school year. 90 students participate in enrichment activities, remediation activities and homework assistance. Some of the clubs that students can choose from are soccer, cooking, photography, chess science, reading, tutoring, and more.
- Nutrition Activity consists of guided physical education activities and lessons in sportsmanship and conflict resolution.
- Technology is utilized to enhance student learning (see description below)
- Partnership with Power Play, a nutrition based program, provides free produce to all students and informational lessons to promote a healthy lifestyle. (Attached as Appendix 4, please find documentation of the partnership.)
- Partnership with Sage Hill High School and its service leadership program allows EBC students to collaborate with high school students to complete science and writing projects while developing an appreciation of the arts and social diversity. (Attached as Appendix 5, please find documentation of the partnership.)

Academic classes are driven by the California Content Standards while preparing to transition Common Core. EBC will implement Common Core State Standards (“CCSS”) in a two-year implementation phase beginning in the 2013-2014 school year with mathematics and in the 2014-2015 school year with Language Arts. The Charter School’s two-year plan to transition into the Common Core State Standards begins with the introduction of the major instructional shifts in mathematics and then in English Language Arts (ELA).

### Common Core Shifts for Mathematics

#### 1. Focus strongly where the Standards focus

Focus: The CCSS call for a greater focus in mathematics. Rather than racing to cover topics in today’s mile-wide, inch-deep curriculum, teachers use the power of the eraser and significantly narrow and deepen the way time and energy is spent in the math classroom. They focus deeply on the major work\* of each grade so that students can gain strong foundations: solid conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the math they know to solve problems inside and outside the math classroom.

## 2. Coherence: think across grades, and link to major topics\* within grades

Thinking across grades: The CCSS are designed around coherent progressions from grade to grade. Administrators and teachers carefully connect the learning across grades so that students can build new understanding onto foundations built in previous years. Teachers can begin to count on deep conceptual understanding of core content and build on it. Each standard is not a new event, but an extension of previous learning.

Linking to major topics: Instead of allowing additional or supporting topics to detract from the focus of the grade, these topics can serve the grade level focus. For example, instead of data displays as an end in themselves, they support grade-level word problems.

## 3. Rigor: in major topics\* pursue: – conceptual understanding, – procedural skill and fluency, and – application with equal intensity.

Conceptual understanding: The CCSS call for conceptual understanding of key concepts, such as place value and ratios. Teachers support students' ability to access concepts from a number of perspectives so that students are able to see math as more than a set of mnemonics or discrete procedures.

Procedural skill and fluency: The CCSS call for speed and accuracy in calculation. Teachers structure class time and/or homework time for students to practice core functions such as single-digit multiplication so that students have access to more complex concepts and procedures

Application: The CCSS call for students to use math flexibly for applications. Teachers provide opportunities for students to apply math in context. Teachers in content areas outside of math, particularly science, ensure that students are using math to make meaning of and access content.

\*Focus Areas in Support of Rich Instruction and Expectations of Fluency and Conceptual Understanding

Grades K–2: Addition and subtraction --concepts, skills, and problem solving, and place value

Grades 3–5: Multiplication and division of whole numbers and fractions – concepts, skills and problem solving

Grade 6: Ratios and proportional reasoning; early expressions and equation

## Common Core Shifts for English Language Arts/Literacy

### 1. Building knowledge through content-rich nonfiction

Building knowledge through content-rich nonfiction plays an essential role in literacy and in the CCSS. In grades K-5, fulfilling CCSS requires a 50-50 balance between informational and literary reading. Informational reading primarily includes content rich non-fiction in history/social studies, science and the arts; the K-5 CCSS strongly recommend that students build coherent general

knowledge both within each year and across years. In grade 6 and higher, ELA classes place much greater attention to a specific category of informational text—literary nonfiction—than has been traditional. In grade 6 and higher, the CCSS for literacy in history/social studies, science and technical subjects ensure that students can independently build knowledge in these disciplines through reading and writing.

## 2. Reading, writing and speaking grounded in evidence from text, both literary and informational

The Standards place a premium on students writing to sources, i.e., using evidence from texts to present careful analyses, well-defended claims, and clear information. Rather than asking students questions they can answer solely from their prior knowledge or experience, the CCSS expect students to answer questions that depend on their having read the text or texts with care. The CCSS also require the cultivation of narrative writing throughout the grades, and in later grades a command of sequence and detail will be essential for effective argumentative and informational writing. Likewise, the reading standards focus on students' ability to read carefully and grasp information, arguments, ideas and details based on text evidence. Students should be able to answer a range of text-dependent questions, questions in which the answers require inferences based on careful attention to the text.

## 3. Regular practice with complex text and its academic language

Rather than focusing solely on the skills of reading and writing, the CCSS highlight the growing complexity of the texts students must read to be ready for the demands of college and careers. The CCSS build a staircase of text complexity so that all students are ready for the demands of college- and career-level reading no later than the end of high school. Closely related to text complexity—and inextricably connected to reading comprehension—is a focus on academic vocabulary: words that appear in a variety of content areas (such as ignite and commit).

Through these instructional shifts, greater focus will be emphasized in mathematics and ELA to align with the CCSS. As of now, current California State Content Standards often reflect a “mile wide, inch deep” curriculum. With the new CCSS, our curriculum will be focused more in-depth around concepts and skills to help students develop a deeper understanding within specified topics. The CCSS are designed to improve educational outcomes for students. They develop a clear set of academic standards in English/Language Arts and mathematics. These standards are relevant to the real world and reflect the knowledge students need to be successful in college and the workforce. The standards ensure that all students, no matter where they live, are college prepared and workforce ready, and that students are receiving a high quality education that is consistent from school to school and state to state. The CCSS provide a clear roadmap for learning for teachers, parents, and students. This will help our students develop critical thinking skills that will prepare them for the real world and reflect the knowledge and skills young people need for success in college and careers.

Teachers and administration will utilize outsourced professional development for training on implementing CCSS, as well as in-house professional development under the direction of organizations such as Achieve the Core, publishing companies of our state approved curriculum, and other organizations.

### Fall 2013

- Implement CCSS strategies with focus on instructional shifts (Practice and coaching)
- Train teachers on performance based-assessments
- Implement model lessons/developed units of study with focus on instructional shifts and assessment (practice and coaching)
- Continue to adapt existing and new pacing guides to reflect CCSS
- Integrate CCSS in benchmark/ Common Assessments

### Spring 2014

- Train teachers on lesson design with CCSS focus
- Identified teachers continue to develop of CCSS lessons to complement content pacing guides (practice and coaching).
- Complete CCSS pacing guides for all content areas
- Integrate CCSS in benchmark / Common Assessments

### Fall 2014

- Fully implement common core pacing guides, lessons and assessments
- CCSS benchmarks / Common Assessments

On-going professional development workshops and trainings will specifically provide continued support during the transition into CCSS by providing staff with a clear understanding of the instructional changes necessary to be successful with CCSS as well as how to best utilize curriculum to achieve success under CCSS. A cross section of presenters, PowerPoint facilitated presentations, staff discussion, hands-on activities, self study, classroom observations, and staff meetings to provide coaching focused on the implementation of CCSS will be used to facilitate the CCSS trainings with one-hundred percent of instructional staff. Staff surveys, classroom observations, and student progress on standardized assessments will be used to further direct the transition and implementation into CCSS and monitor the effectiveness of CCSS implementation.

EBC is currently using Singapore Math, our state approved math curriculum. Singapore Math is a higher-level international program and Singapore's students have consistently been high performers, ranking first in the world in mathematics on the Trends in International Mathematics and Science Study ("TIMSS") in 2003. The CCSS and Singapore Mathematics describe expectations of comparable rigor at each grade level. The two contain similar expectations for what students should know and be able to do by the end of grades 4 and 8. For elementary schools, the CCSS and the Singapore Mathematics are comparable in rigor. For example, both require students completing grade 4 to be fluent at adding, subtracting, and multiplying with whole numbers; to understand and be able to apply place value; and to be able to classify simple two-dimensional geometric figures. These expectations form the basis for basic mathematical understanding in elementary school.

The Common Core State Standards and Singapore Mathematics share some key traits of coherence and focus. For example, both place a heavy emphasis on number concepts and skills in the primary grades, in order to provide students with a solid foundation for work with more advanced content in later years. The expectations for each grade level are very similar and both describe coherent expectations that build gradually from the primary grades on. For example, both lay out a

reasonable progression of addition, subtraction, multiplication, and division with fractions by connecting them to measures such as length, as well as by addressing them across grades four through six. By grounding work with fractions in measurement, both sets of standards provide students with the opportunity to grasp an otherwise elusive topic through more concrete means.

As a result, teachers who use the CCSS will have greater guidance regarding both the skills and the concepts students should learn. In short, the Common Core State Standards and Singapore Mathematics share many key traits of coherence and focus. Accordingly, EBC is confident that implementing Singapore Mathematics will lead to student success in meeting CCSS expectations.

EBC is currently using Macmillan/McGraw-Hill's California Treasures as our state approved curriculum for English Language Arts. Macmillan/McGraw-Hill's California Treasures is now aligned to the Common Core State Standards. This leading program offers the correct balance of fiction/nonfiction literature, explicit instruction and ample practice to ensure that students learn and grow as lifelong readers and writers. Common Core State Standards alignment documents and a CCSS e-Handbook that offers additional exercises and are available for each grade level. These materials will support teachers as they transition to the Common Core State Standards, and some key features include:

- Total program alignment to Common Core State Standards
- Differentiated instruction built to support Tier I and II instruction
- Lexile spans for each grade, which reflect Common Core State Standards' guidelines; these spans provide the text complexity required at each grade level

EBC is working with this publisher to provide professional development opportunities to help teachers learn about CCSS and how to implement them successfully as well as provide grade-level correlations to show how our literacy programs address the CCSS to our teaching faculty. EBC will provide additional teacher resources that demonstrate how to coordinate the content and resources in its program to fully cover the CCSS through Macmillan/McGraw-Hill's California Treasures professional development team, and will provide assessment items aligned to CCSS.

In academic classes such as reading, for example, students are taught skills in phonemic awareness, letter recognition, phonics and reading comprehension based on the appropriate grade level Content Standard. English Language Development is taught on a daily basis. Students are continuously assessed for language skills in order to assist in skill grouping and creating a balance of ability levels in each class. The Charter School places great emphasis on students becoming confident and secure learners. In addition, we aim to achieve the following:

- ❑ Foster intellectual growth through creative and critical thinking;
- ❑ Promote, value, and respect a diversity of cultures and perspectives;
- ❑ Identify a variety of learning styles and incorporate a variety of teaching styles;
- ❑ Prepare students to meet the challenges of social and civic responsibilities in school and in the community; and,
- ❑ Provide students with research and technological tools for the twenty-first century.

In technology, we are creating an environment where the innovative use of technology enhances learning and improves student achievement for all students, including those with physical or learning disabilities. Our most recent technology plan was submitted to the California Department

of Education and will serve as technology implementation guide over the next three years as budget allows (attached as Appendix 3). All instructional staff is trained in the use of computers in the classroom. They become facilitators in helping students to develop their skills in language arts and mathematics through the use of technology. Our plan empowers all instructional staff to enhance classroom instruction by integrating technology into their lesson plans in alignment with California Content Standards and the National Educational Technology Standards for Students. Instructional staff also utilizes Zoom! Data Source to analyze assessments and guide instruction. Learning software and publishing programs have been purchased for all grade levels, as well as rights to use an online professional development tutorial that allows instructors and staff members to build new technology skills according to the student's individual needs. Laptops and Internet access is provided for both teachers and students. Computer lab access is available for all students. By learning to effectively integrate technology into day-to-day classroom activities, instructors improve student achievement, develop students' technology skills, and prepare them to function more effectively in the global economy.

Partnerships are developed with businesses in the community to assist with the relevance of technology use in the classrooms. Computers are a crucial instrument for 21<sup>st</sup> Century Learners. The integration of technology is and will continue to be a focal point for supplementing pedagogical strategies in order to prepare our students for the demands of the 21<sup>st</sup> Century. The computer lab and student computers in the classroom enables students to gain hands on experience while utilizing multimedia tools to enrich facilitation across curriculum.

### **Project Based Learning Rubrics**

A rubric is a scoring guide that enables the teacher and others to make reliable judgments about a student product or performance while also allowing students to self assess their work. Based on a continuum of performance quality, the rubric identifies the key traits or dimensions from the content, learning skills or technology tools standards and objectives to be examined and assessed. When a rubric is well-defined, learners know exactly what is expected of them and how they can achieve the top grade. When the expectations remain consistent across a school or within a classroom, the students understand how to develop a plan for continuous growth and the rubric becomes an ongoing part of the whole teaching and learning experience.

When assessing major group or individual products or performances, it is important that the assessment be based upon an analytic trait rubric. Other rubrics, such as criterion-based performance checklists, or holistic rubrics, may be used for other less important tasks. The analytic trait rubric helps students better understand the quality of work expected.

Rubrics are being applied to student learning as both an expectation for the student to meet mastery of the project as well an assessment tool for the teacher. Assessments are best utilized when the student is well prepared for success. These rubrics provide clear expectation for the students at the beginning of a project, and allow the teacher and student to work towards a common goal of success. Rubrics and other assessments are often kept in student portfolios, as they serve as measures of performance on the individual projects that make up the portfolio. One of the most important benefits of using portfolios is the enhancement of critical thinking skills which result from the need for students to: develop evaluation criteria, use these criteria to evaluate their work, and engage in self-reflection about their progress. Additionally, students are pleased to observe their personal growth, have better attitudes toward their work, and are more likely to think of themselves



as lifelong learners. These rubrics for presentation, PBL templates, collaboration, and thinking/reasoning are built off of the expectations of CCSS. Rubrics will be modified by teachers and administrators in advance of implementation of CCSS, and as part of the Charter School's CCSS implementation plan, in order to reflect the outcomes of CCSS. Attached as Appendix [ ], please find: a project-based learning rubric; a presentation rubric; a project-based learning project template; a collaboration rubric for project-based learning; and a thinking and reasoning skills rubric.

### **School Calendar**

Attached as Appendix 10, please find the 2013-14 school calendar and bell schedule, demonstrating that the Charter School meets the legal requirements for instructional days and minutes.

### **Professional Development**

The Charter School has put in place many strategies to assist teachers in meeting the needs of students in raising their achievement level. The following is a list of strategies used in the area of professional development:

- Teachers' work calendar is created to allow designated days for teaching, School-wide planning and professional development. "POD" (grade level) meetings focus on raising expectations, standards, sharing instructional successes, and offering mutual support with implementing and maintaining programs.
- Administration works closely with teachers to ensure effectiveness of instructional practices in the classroom by giving demo lessons in Language Arts and Mathematics, meeting with students and parents on discipline issues, conducting workshops and in-service/training in the areas of curriculum and classroom management.
- Wednesday early release days allow for weekly staff development opportunities such as workshops, demonstrations, panel discussions, and collaboration in learning communities.
- Teachers meet for one week prior to the beginning of each school year and for two days during winter break for school-wide planning and professional development. Teachers also meet for three days following the School year to review accomplishments and plan for the upcoming school year. During the school year teachers meet regularly to assess development and make changes accordingly to student progress.
- The Charter School staff participates in school site, district, county, state and national professional development. Staff members are afforded opportunities to attend state and national workshops and conferences annually as the budget allows. Newly acquired resources are shared among the entire staff as a portion of the staff meetings. On-site in-service opportunities focus on alternative teaching strategies for students with varying learning styles, and their areas of need based on regular analysis of achievement scores as well as comprehensive use of curriculum.
- Teachers and/or Charter School staff participate in the following training:
  - BTSA
  - Technology

- National Charter School Conference
- California Charter School Conference (CCSA)
- GLAD
- BOOST Conference – After School Program
- Backwards Planning through California Charter Schools Association
- Write From The Beginning
- Thinking Maps
- ED Tech Conference
- Project Based Learning
- SST Process for Special Education
- Differentiated Lesson Planning
- Reading Success with Centers
- Working with EL Learners
- Common Core State Standards

Staff recognition is an important tool in job performance. Efforts are made to recognize and celebrate all staff members throughout the year at scheduled assemblies and award ceremonies. Teacher efforts are also recognized in Charter School bulletins and at staff meetings.

The multitude of training opportunities provided allow both horizontal and vertical communication amongst our teaching faculty to share individual and team best practices, and allow teachers to serve as coaches/mentors to one another and provide a support system in a wide variety of pedagogical areas. These professional development opportunities also create a uniform approach to tackling educational issues of our 21<sup>st</sup> century learners across our campus due to our collaborative approach to ensure one-hundred percent of our teaching faculty is trained. As with all schools, EBC is transitioning towards CCSS and the focus of our professional development will be tied to implementation of CCSS. It is through these trainings (examples listed above), both locally and nationally, that EBC will learn and share best practices to successfully facilitate a transition to CCSS. Through BTSA, beginning teachers can further develop their craft with CCSS expectations. In addition, for all staff attending PD trainings focusing on technology training that equips teaching faculty with better tools to implement CCSS, or differentiating lesson planning, or finding individual student success with centers focusing on the CCSS expectations –will further prepare our teaching faculty to fully implement CCSS at our school. The Charter School is in the process of selecting professional development providers, and is considering, among others, Achieve the Core.

### **Serving Academically Low-Achieving Students**

Students at EBC are initially assessed upon enrollment and continually monitored by their grade level teacher. Students who are not progressing academically through re-teaching, small groups, or one-on-one instruction are supported through the Student Success Team (“SST”), a general education function. A Student Success Team Meeting is called in order to discuss the ways in which teachers, parents, and other school staff can intervene and offer proper support to the student. The Student Success Team was established to provide a positive, problem solving process to identify strategies and programs that may resolve or alleviate academic, attendance, health, social, or behavioral difficulties that students are having. EBC strives to create the most appropriate activities, which allow students to find success in their learning environment. In addition, this program will help educate parents to work with their children for a positive outcome.

### **Serving Academically High-Achieving Students**

EBC students exceeding grade level standards are challenged by their teacher through project based learning activities that allow individual growth beyond the bell. Students are given alternate projects or assignments to complete to further challenge their intellectual capacity. These academically high achieving students are also used as teaching buddies to support their peers. Students are challenged and supported to pursue their love for learning that meets their academic needs. Every child learns differently and challenging those exceeding grade level standards is the next step in educating this population of students.

### **Serving English Learners**

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

### **Home Language Survey**

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

### **CELDT Testing**

All students who indicate that their home language is other than English will be California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment<sup>1</sup> and at least annually thereafter between July 1 and October 31<sup>st</sup> until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

### **ELD and Core Instruction**

ELD and access to the core is provided daily and taught according to the program in which students are placed:

- ❑ Structured English Immersion
- ❑ English Mainstream Classroom

English language instruction is guided by our Title 3 Plan uploaded to California Accountability and Improvement System (CAIS) with a focus on our English Language Subgroup Self Assessment (ELSSA), EL needs assessment, CELDT scores, and classroom assessments. Zoom! Data Source allows critical monitoring of EL student progress and assist in driving instruction. Leveled EL classes focus instruction based on student needs and use CA State approved materials such as California Treasures ELD program by McGraw-Hill.

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<sup>1</sup> The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

Instruction techniques, assessments, materials and approaches are focused on communicative competence and academic achievement covering listening, speaking, reading, and writing skills (aligned with California ELD and Content Standards and transitioning towards Next Generation ELD and Science Standards along with CCSS) in all areas of the curriculum. EL students receive ELD and core content instruction appropriate for their English proficiency and grade levels.

In addition, the instructional programs used at the Charter School, promotes language acquisition and proficiency, oral language development, and enriched learning opportunities for all English Learners in the following ways:

- ❑ Students interact through cooperative learning activities
- ❑ Students make oral presentations in all content areas
- ❑ Students collaborate for group performance and reports
- ❑ Students are provided with learning opportunities in recreation and performing arts
- ❑ Students are provided academic tutoring

Students have a multi-tiered system of support (Student Success Team, or “SST”) to promote academic success with a comprehensive system of differentiated support that includes evidence-based instruction, progress monitoring, formative assessments, research-based interventions matched to students’ needs, and educational decision-making using student outcome data. This SST process strengthens the partnership between families and schools to close the achievement gap.

### **Teacher Qualifications and Training**

Classes are taught by qualified teachers who hold or are in training for either a CLAD and/or BCLAD (for bilingual programs), with the support of bilingual assistants, part time specialists, or trained volunteers per program designs. Teachers of EL students are trained and use appropriate differentiated instruction to reach all levels of English proficiency and primary language proficiency such as Thinking Maps, Write From The Beginning, GLAD, front loading, and systematic ELD.

### **Reclassification to FEP Status**

The Charter School uses the criteria outlined by the State to determine fluent English proficiency for English Learners and adheres to state reclassification minimums. In addition, the Charter School monitors to ensure on-going academic success for reclassified students for at least three years from their reclassification date. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the participation

of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

### **Monitoring and Evaluation of Program Effectiveness**

The evaluation for the program effectiveness for English Learners in the Charter School includes:

- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design
- Monitoring of student identification and placement
- Monitoring of parental program choice options and English Learner Advisory Committee implementation
- Monitoring of availability of adequate resources
- Collecting, analyzing, discussing, and evaluating student progress through Zoom! Data Source

Monitoring is accomplished through administrative walk through, Lead Teacher Meetings, Principal Observations, and focused reviews of the implementation of specific strategies and skill acquired through workshops and trainings.

### **English Learner Advisory Committee (ELAC)**

The Charter School has established an English Language Advisory Committee. This committee consists of parents, teachers, and administrators. The committee works in an advisory role with the principal and staff. ELAC members advise on the development of the school plan, needs assessment and the administration of the language census for EL students. The ELAC is also responsible for making parents aware of the importance of regular school attendance and informing the principal of their efforts. The committee meets monthly during the school year to advise parents of developments in the program and to discuss issues of concern. In addition, the committee acts on all topics required by law. We also provide a translator so that parents not fluent in English can understand what is being discussed

### **Intervention Strategies for English Learners**

The Charter School recognizes the fact that the English Language population at the school failed to meet its growth target the year 2011-2012year. The Charter School has strategies in place to assist English Learners in meeting academic targets set by the Charter School and the State. These strategies are both school-wide and targeted for English Learners. Strategies include those listed below:

- Differentiated Instruction according to entry level language skills
- Modification of Language Arts Curriculum
  - Emphasis placed on acquisition of basic skills
  - Fostering critical thinking process
  - Stimulation of information presented such as using reality to support concepts introduced

- Encouragement of further investigation of information presented (Investigations carried out through projects completed at home with the help of their family.)
- Use of multiple learning styles
- ELD Instructional Blocks at grade levels which are leveled to support student's needs
- Student Glossary – Word Walls
- Leveled Library and classroom libraries
- Small Group/Flex Groups
- Instructional Strategies
  - GLAD/SDAIE Strategies
  - Visual Aids
  - Learning Teams
  - Teaching English expressions and colloquialisms
  - Development of meaning through the language arts materials and context rather than providing mere translations

LEP students concentrate on the following:

- development of word recognition techniques to build reading vocabulary
- development of comprehension of phrases, sentences, and expressions peculiar to reading instruction, syntax and grammar, and speaking skills
- development of ability to organize and sequence information logically
- development of ability to follow specific oral and written directions
- Benchmarks/Assessments such as end of unit test, chapter tests, and standard tests developed by the Charter School administrative team and teachers.

Steps for Long Term ELs:

- The EL students will be monitored for progress using CELDT, AMAO, and class assessments.
- Teachers and administrators will analyze data derived from the CELDT and class assessments on a monthly basis to design targeted instruction based on the needs of the English Learners.
- English Learners performing below proficient in English Language Arts and Reading as measured by CST will be identified and provided intervention in small groups.
- Teachers and instructional assistants will be trained in approved strategies for teaching English Learners. These strategies will be used school wide and focus primarily in language development, such as GLAD (Guided Language Acquisition Design).
- The Charter School will provide English Language Arts benchmarks at each trimester to all students in order to assess EL student's mastery of grade level standards.
- Each English Learners performance on CST, classroom assessments, and benchmarks will be tracked in cumulative files and on data sheets from year to year as a way to track progression. After reclassification, the Charter School will provide student with assessment in Language Arts each year after for two years as a way to keep track of students' proficiency.
- English Learners performing below proficient in mathematics as measured by CST will be identified and provided intervention in small groups.
- The Charter School will provide benchmark assessments in math every trimester for students K-5 to assess mastery of grade level standards.
- Students will continue to utilize ST Math computer program to provide mathematics at individualized levels.

- Each English Learner’s performance on CST, classroom assessments, and benchmarks will be tracked in his or her cumulative file and on data sheet from year to year as a way to track progression. After reclassification, the Charter School will provide student with assessment in Mathematics each year after for two years as a way to keep track of student’s proficiency.

### **Serving Students with Disabilities**

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission based solely on disability status.
- B. Pursuant to Education Code Section 47641, the Charter School has elected to be deemed a public school of the District for special education purposes.
- C. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the Individuals with Disabilities Education Improvement Act (“IDEIA”).

### **D. Section 504 and the ADA**

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act ("Section 504") and the Americans with Disabilities Act ("ADA") with respect to eligible students. Should the Charter School be unable to provide the services necessary to comply with the requirements of Section 504, the Charter School may request that the District provide the necessary services at a cost to be negotiated between the District and the Charter School separate from this charter and/or the Charter School may contract with outside service providers at the Charter School's sole expense.

### **E. Services**

1. The Charter School and the District intend that the Charter School will be treated by the District as any other public school in the District with respect to the provision of special education services, including the allocation of duties between Charter School staff and resources and District staff and resources.

#### **2. Division and Coordination of Responsibility:**

The District and the Charter School agree to allocate responsibility for the provision of services [including but not limited to identification, evaluation, Individualized

Education Plan ("IEP") development and modification, and educational services] in a manner consistent with their allocation between the District and its local public school sites. All special education services to be provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District schools, will be performed by employees, consultants, or other representatives of the District. The District shall be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If a problem arises with any of the District personnel providing services on the Charter School site, the Charter School and District shall discuss the concerns within a reasonable period of time after the issue is raised by the other party. Reassignment of personnel in response to such concerns shall occur only when the District deems such actions appropriate. If the District takes or refuses to take personnel action with regard to its special education providers on the Charter School's site, over the objection of the Charter School the District shall take full responsibility for any actions, causes of action, or lawsuits, losses, expenses, costs, penalties, obligations, errors, omissions or liabilities, including legal costs, attorney's fees, and expert witness fees, whether *or* not a lawsuit is actually filed, and/or any judgment rendered that results from its actions or inactions related to the placement of District personnel on the Charter School's campus. The District and the Charter School shall meet no later than April 15 of each year to ensure a mutual understanding of the allocation of duties between the Charter School and the District for the following year.

**3. Identification and Referral:**

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and utilized, where appropriate. The District shall provide the Charter School with the technical and consultative services that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**4. Assessment:**



The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable laws. The Charter School shall not conduct assessments or recommend independent assessments without prior written approval of the District.

**5. Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be conducted in accordance with the District's general practice and procedure and applicable law. The Charter School shall ensure the attendance of all necessary Charter School employees at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

**6. Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include all required representatives of the Charter School (or designees when necessary) and representatives of the District (or designees when necessary). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education. No pupil with special needs shall be continued in enrollment in the Charter School unless the IEP team determines that the Charter School is an appropriate educational placement, except for such period of time as enrollment at the Charter School constitutes the student's "stay-put placement."

**7. Educational Services and Programs:**

To the extent that the agreed upon IEP requires special education or related services, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include technical and consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

**8. Parent Concerns:**

The Charter School shall inform parents/guardians of their rights to raise concerns regarding special education needs or services to the Charter School and/or District staff. The Charter School staff shall inform the designated representative of the District of any such concerns. The District, in consultation with the Charter School's staff as necessary, shall respond to and address the parent/guardian concerns.

**9. Complaints:**

In consultation with the Charter School, the District shall address/respond to/investigate all complaints regarding special education services at the Charter School. The Charter School's Uniform Complaint Procedure shall designate the District's Uniform Complaint Procedure officer as the designated official for complaints regarding special education services.

**10. Due Process Hearings:**

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and the Charter School shall cooperate in defending any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal representation is needed, the District/Charter School shall be jointly represented by District legal counsel. In the event the Charter School elects to utilize separate legal counsel, the Charter School shall bear the costs of its separate legal counsel. The District agrees to indemnify, defend, and hold harmless the Charter School and its Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "Charter School and Charter School personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or Charter School Personnel that may be asserted or claimed by any person, firm, or entity which is due to the acts or omissions of the District, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Charter.

The Charter School and TCCDC agree to indemnify, defend, and hold harmless the District and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the Charter School and Charter School personnel, TCCDC and TCCDC personnel, and Charter School/TCCDC subcontractors and invitees under this Charter, related to the provision of special education services pursuant to this Charter.

**11. SELPA Activities and Meetings:**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff.

**12. School District of Residence:**

The District shall be responsible for providing all special education services to all students of the Charter School regardless of their school district of residence.

**13. SELPA Requirements:**

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to all District policies, procedures, and practices regarding identification, referral and provision of services to special education students.

**14. Contracted Services:**

If needed due to a shortage in special education staff, it is the responsibility of the District to seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School may assist the District in procuring such services.

**F. Funding**

**1. Retention of Special Education Funds by District:**

The parties agree that, pursuant to the division of responsibilities set forth in this Charter, the Charter School has elected to assume the status of any other public school in the District for the purposes of special education services and funding. The District has agreed to provide special education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.

**2. School Contribution of Equitable Share of Charter School Funding:**

Additionally, the Charter School shall contribute a pro-rata share of its Charter School funding to support the District's unfunded special education costs ("general fund support"). At the end of each fiscal year, the District shall calculate the Charter

School's pro-rata share of the District-wide general fund support for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to Edward B. Cole Sr. Academy and any and all other charter schools for which the District provides LEA services in the same or similar manner) divided by the total number of District ADA (including the students of Edward B. Cole Sr. Academy and any and all other charter schools for which the District provides LEA services in the same or similar manner) and multiplied by the total number of Edward B. Cole Sr. Academy ADA (ADA calculation from P2). Charter School ADA shall include all students, regardless of home district.

The District shall calculate the amount of the Charter School's share of the general fund support upon receipt of the certified P2 reporting data. The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of general fund support and allow the Charter School an opportunity to provide input and respond to the calculation prior to invoicing the Charter School for the prior year. The District shall then invoice the Charter School for its share of the general fund support.

Payment shall be due and payable within 30 days of invoice. If not fully paid the remaining amount of the Charter School's share of the general fund support shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District shall provide an estimate of the Charter School's share of the general fund support for the following year by June 30 of each year for budgeting purposes. This estimate shall not be binding and the Charter School shall be fully responsible for its actual share of general fund support.

3. The District shall be responsible for all costs related to the special education service needs of Charter School students in the same manner as any other students of the District in accordance with Education Code Section 47646.

## **G. LEA Status**

EBC shall be deemed a school of the District for purposes of the provision of special education services unless and until it complies with the requirement of this paragraph. Should EBC ever determine that it is interested in becoming its own local educational agency ("LEA") for purposes of providing special education services, rather than being deemed a school of the District for such purposes, it must provide the District with written notice that it is considering such a change on or before July 1 of the year preceding the fiscal year in which EBC would become its own LEA. Additionally, EBC must provide the District with final written notice that it has made the final decision to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which EBC would become its own LEA. At the time EBC provides such final notice, the notice must include verifiable, written assurances that EBC will participate as a local educational agency in a special education local plan area ("SELPA") approved by the State Board of Education in accordance with Education Code Section 47641(a) (subject to admission into a SELPA) and that it will provide special education services in accordance with federal and state law. EBC shall notify

the District if it is not admitted into a SELPA by May 31, unless otherwise agreed by the parties. At any time that EBC is deemed its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to EBC students, regardless of the school district of residence of students, and EBC shall be exclusively responsible for the coordination and provision of special education services to EBC students and for any and all other obligations of a school or school district relative to services for students with special needs.

## **Element Two (B) — Measurable Pupil Outcomes**

*Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. Education Code Section 47605(b)(5)(B).*

### **Broad Overall Program**

Our goal is to create a system that both assists and motivates all students in meeting proficient or advanced scores on state academic standards while preparing to transition to Common Core. The Charter School ensures alignment of the curriculum in order to promote success for all students in meeting the requirements of the California High School Exit Exam and all other state-required standards test. These standards serve as a guide in developing Charter School goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions. Annual review of data is conducted to track progress toward goals, as measured by state standardized testing results and assessments in reading, writing, language proficiency and mathematics. The following expected student-learning results, which have driven the Charter School’s vision since its opening, emerge for all students as informally measured through teacher observations and academic assessments (please see charts below for quantifiable student outcomes and methods of measurement):

- ❑ Demonstrate proficiency in academic skills for applying concepts and skills to create new knowledge.
- ❑ A mastery of communications skills, including reading, writing, and speaking and listening; and the ability to understand and apply higher-order thinking skills, critical thinking, creative thinking, problem-solving, decision-making.
- ❑ A well-developed sense of his or her own creativity and appreciation of the visual and performing arts.
- ❑ A responsibility for own learning and adept at using own experiences to apply and create new knowledge.
- ❑ Comfortable and competent working in collaboration with others, especially on problem-solving projects.
- ❑ Develops collaboration and problem-solving skills to participate appropriately in cooperative group settings.
- ❑ Works independently to complete tasks
- ❑ Utilize technology to enhance learning in order to prepare for a 21<sup>st</sup> century global economy
- ❑ Inspired to learn through a better understanding of the kinds of issues, skills, and ethics that are required to function successfully in society.
- ❑ Understand and apply higher-order thinking skills: critical thinking, creative thinking, problem solving, decision making.
- ❑ Demonstrate a strong work ethic and self-motivation in school in order to be good citizens and responsible, contributing members of society.
- ❑ Demonstrate a sense of self-worth and knowledge of their abilities in order to set and achieve realistic goals.

- ❑ Respect, appreciate, and understand diverse cultures and individuals.
- ❑ Be aware of major events and their geographical locations worldwide in order to understand the complexities of a global society.
- ❑ Demonstrate the knowledge of, and the desire for, physical fitness, healthy living, and mental well-being.

Individual and class benchmarks are reviewed throughout the year in accordance with Charter School policy. Benchmark assessments are used to guide instruction. Benchmark assessments include: California Treasures, Singapore Math, Write From the Beginning, Math Standards Test, Reading Logs, Fluency and Accuracy Passages, Spelling, Phonics, and Physical Fitness.

The chart below, which was utilized in the WASC three-year revisit, details the instructional areas which are the subject of annual focus during the charter renewal term to ensure continuous improvement at the Charter School.

<b>Actions Steps for Instruction</b>	<b>Person(s) Responsible</b>	<b>Timeline</b>	<b>Assessment/Reporting Methods</b>
All students are expected to read and understand grade-level appropriate materials in all content areas, common reading comprehension strategies will continue to be utilized in all classrooms.	All Teachers Instructional Assistants	Ongoing	Administrative Observations Staff Development Agendas/Minutes Professional Conversations (Grade Level Meeting) Agendas/Minutes
Grade Level benchmark assessments will be administered each trimester	All Teachers Instructional Assistants	Ongoing	Benchmark Analysis Data Director Grade Level Meeting Minutes
Common instructional strategies, such as vocabulary building and comprehension will continue to be utilized Schoolwide.	All Teachers Instructional Assistants	Ongoing	Staff Development Agendas/Minutes Grade Level Meeting Agendas/Minutes
Grade Level Team will meet to examine student data and make adjustments to the curriculum based on the data.	All Teachers Instructional Assistants	Ongoing	Grade Level Meeting Minutes/Agendas
Tutorials and/or reading support classes will continue to be conducted for those students who are not meeting reading expectations.	All Teachers Instructional Assistants Volunteers	Ongoing	Master Schedule Tutorial Sign-In Sheets
All students are expected to write clear, coherent, and focused writing samples. Six-Trait writing strategies will be utilized in all classrooms.	All Teachers Instructional Assistants Administration	Ongoing	Staff Meeting Agendas/Minutes Grade Level Minutes

<b>Actions Steps for Instruction</b>	<b>Person(s) Responsible</b>	<b>Timeline</b>	<b>Assessment/Reporting Methods</b>
Parent education in the areas of academics, parenting, and community resources.	Community Liaison	Ongoing	Parent Participation Rates Sign-In Sheets
Schoolwide benchmark writing assessments will be administered every trimester throughout the school. All teachers will be responsible for assessing student writing.	All Teachers Administrative Team		Assessment Coordinator Observation Staff Meeting Minutes/Agendas Grade Level Minutes
Tutorial support by various content area teachers will continue to be provided for any student not meeting expectations. This support may be in the form of teacher tutorials, peer tutorials, or other opportunities as designed by the staff to meet the specific needs of each student.	All Teachers Title I Coordinator	Ongoing	Master Schedule Tutorial Sign-In Sheet Student Tutorial Records
In order to motivate students to perform better on CST exams, EBC Academy will institute Schoolwide incentives for students performing proficient and advanced or improving a proficiency level.	All Teachers Administrative Team PTO	Ongoing	Grade Level Meeting Minutes/Agendas P.T.O. Minutes/Agendas Student Award/Recognition Assemblies Administrative Award
Staff development will be provided to teachers in the areas of test taking strategies, Data Director training, and the implementation of effective instructional strategies. In addition, the staff will be provided with ongoing	All Teachers	Ongoing	Staff Meeting Minutes/Agendas Grade Level Minutes Administration



Actions Steps for Instruction	Person(s) Responsible	Timeline	Assessment/Reporting Methods
professional development on how to effectively use fundamental structures to ensure student success.			
Increase CELDT in ELA by 15-20 points annually through integration of SDAIE and GLAD strategies during ELD block utilizing Schoolwide ELD curriculum	Teachers Instructional Assistants Administration	Ongoing	Administration Observations Professional Development Sign-In Sheets

**Subject Matter Outcomes for Students**

Curricular Focus	Measurable Outcomes	Assessment Tools
English/Language Arts	Students schoolwide and in all numerically significant pupil subgroups will meet or exceed state standards at grade level in the following areas: <ul style="list-style-type: none"> <li>- Reading (literacy and comprehension)</li> <li>- Writing</li> <li>- Speaking</li> </ul>	<ul style="list-style-type: none"> <li>- State-mandated test</li> <li>- Publisher developed assignments and assessments</li> <li>- Teacher created Assessments</li> <li>- Portfolios</li> <li>- Projects</li> <li>- Benchmark Assessments</li> </ul>
History/Social Studies	Students schoolwide and in all numerically significant pupil subgroups will meet or exceed state standards at grade level in the following areas: <ul style="list-style-type: none"> <li>- Chronology</li> <li>- Cause &amp; Effect</li> <li>- Importance of belief systems</li> <li>- Multicultural Histories</li> </ul>	<ul style="list-style-type: none"> <li>- Publisher-developed assignments and assessments</li> <li>- Teacher created Assessments</li> <li>- Portfolios</li> <li>- Projects</li> <li>- Benchmark Assessments</li> </ul>
Math	Students schoolwide and in all numerically significant pupil subgroups will meet or exceed state standards at grade level in the following areas: <ul style="list-style-type: none"> <li>- Use of mathematical concepts through written, oral, and visual</li> </ul>	<ul style="list-style-type: none"> <li>- State-mandated test</li> <li>- Teacher Assessments</li> <li>- Portfolios</li> <li>- Projects</li> <li>- Benchmark Assessments</li> </ul>

<b>Curricular Focus</b>	<b>Measurable Outcomes</b>	<b>Assessment Tools</b>
	communication.	
Science	Students schoolwide and in all numerically significant pupil subgroups will meet or exceed state standards at grade level in the following areas: <ul style="list-style-type: none"> <li>- Use of scientific process in problem-solving</li> <li>- Integrate the physical, earth, and life sciences to understand natural phenomena</li> </ul>	<ul style="list-style-type: none"> <li>- State-mandated test</li> <li>- Publisher developed assignments and assessments</li> <li>- Teacher Assessments</li> <li>- Portfolios</li> <li>- Projects</li> <li>- Benchmark Assessments</li> </ul>
Technology	<ul style="list-style-type: none"> <li>- Information retrieval through research</li> <li>- Data acquisition</li> <li>- Analysis &amp; communications</li> <li>- Use of various software programs, including graphics and word processing</li> <li>- Use of the internet for research</li> </ul>	<ul style="list-style-type: none"> <li>- Teacher Assessments</li> <li>- Portfolios</li> <li>- Projects</li> </ul>
Music	<ul style="list-style-type: none"> <li>- General appreciation of music</li> </ul>	<ul style="list-style-type: none"> <li>- Teacher Assessments</li> <li>- Performances</li> </ul>
Visual Arts	<ul style="list-style-type: none"> <li>- Use of materials</li> <li>- Arts media</li> <li>- Artistic skills to express and communicate responses to experiences imaginatively</li> <li>- Apply design elements and principles</li> <li>- Express three-dimensional qualities</li> </ul>	<ul style="list-style-type: none"> <li>- Teacher Assessments</li> <li>- Portfolios</li> <li>- Projects</li> </ul>

The assessment tools listed in the matrix provide a snapshot of student learning and allow the teacher to identify student progress or lack of progress in mastering CCSS. These assessment tools allow the teacher to analyze and reflect upon both the individual students and the class as a whole, in order to guide future instruction through re-teaching, small groups, challenge activities, differentiated assignments, and/or projects in order to meet the needs of the students. Assessment tools will help answer three important questions: Who needs extra support? How should groups within classes be formed? And, which skills need to be emphasized? Assessment is not a means to end but rather a tool to inform the next steps of instruction. These assessments in the matrix will help to ensure that all students find success during the transition to CCSS and beyond because the assessments will be directly aligned to the CCSS. New statewide standardized tests are currently being developed; when they are set to be implemented, EBC will align its assessments to those tests.

**Additional Schoolwide Academic Outcomes**

<b>Outcome</b>	<b>Method of Measurement</b>	<b>Frequency of Measurement</b>
Meet API growth target each year, both schoolwide and in all numerically significant subgroups	Academic Performance Index	Annually
Meet AYP	AYP Data	Annually
Close the achievement gap between the EL subgroup and overall student population by increasing the subgroup's API by at least 5 points per year until it reaches parity with overall student population.	Academic Progress Reporting	Annually

### **Element Three (C) - Method of Measuring Pupil Progress in Meeting Pupil Outcomes**

*Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. Education Code Section 47605(b)(5)(C).*

To meet the needs for evaluation and accountability and to provide information to parents and the Board, the Charter School has established a standards-based evaluation and accountability system consisting of at least the following components:

- a. Content and Performance Standards
- b. Assessment
- c. Data Collection
- d. Data Management
- e. Reporting and Analyses
- f. Utilization of Student and Program Data

The Charter School participates in the standards-based California Academic Performance Index (API) Accountability System and complies with all present state assessment requirements. All students are assessed with the state designated standardized test according to the Standardized Testing and Report Program (STAR). EL students are assessed with the California English Language Development Test (CELDT).

In addition, other measures of student achievement are used as an ongoing part of the quality instructional program at the Charter School. Multiple measures are used for each subject area of the core curriculum including ELD. Types of measures that are used include:

- a. Assessments, including, but not limited to, teacher created assessments, unit assessments, beginning/middle/end of year benchmark assessments, writing rubrics, and teacher observations (attached as Appendix 11, please find samples of assessments which are currently used)
- b. Reading, writing, and math standards based rubrics and pacing charts developed by teachers and the Charter School administrative team
- c. Teacher observation measures/checklists using rubrics or other scoring schemes
- d. Performance based assessments such as letter recognition, phonics skills, running records, reading inventories, reading comprehension and writing proficiency
- e. Six trait writing rubrics
- f. Rates of referrals to special programs and services such as the SST program and special education services
- g. Rates of attendance, participation, completion, and suspension

Rubrics are used as a scoring measure that is used to assess what students know and can do. The rubrics define what students are expected to achieve and demonstrate various degrees of accomplishment and deficiencies as the school year progresses. In addition, criterion-referenced tests, end-of-unit tests, performance-based assessments, homework completion, benchmark assessments, and class participation form the basis of evaluating student performance and determining student grades.

#### **Use of Data**

Teachers review assessment data to identify general areas of needed improvement, modify curriculum and course content to meet those needs, gather new or additional instructional resources,

and create new assessments to measure continued progress.

EBC uses Zoom! Data Director to collect, manage, and utilize multiple types of students data. Zoom! uses the online management tool Data Director to analyze student progress. A valuable instructional tool to enhance teaching and learning, ZOOM! Data Source also empowers teachers to communicate their student progress to parents as well as with other faculty during staff meetings. ZOOM!'s graphs and charts compile multiple student data points into one place, including state tests, benchmarks, formative assessments, and other teacher-created assessments. Exam results can be broken out by clusters and standards, providing teachers with valuable insights about how to differentiate instruction in their classrooms. Professional development of Zoom! is offered to support staff in their usage throughout the year.

Students who are not obtaining desired achievement levels in their academic studies, are provided support through tutoring, Student Success Team, small group instruction, one-one-one instruction, classroom and home interventions, or the Resource Teacher for those students who qualify for individualized educational services. Students with identified special needs take advantage of resource classes for assistance with test taking and difficult class assignments, and learning strategies. These students are also given an appropriate testing environment and time to maximize their potential for success.

The Charter School's goal is to promote success for all students. Our Schoolwide action plan to achieve this is as follows:

*Goal 1: Increase number of students scoring proficient and advanced on California Standards Test (CST) in English Language Arts (ELA).*

- Growth Target 1: Increase annually by 3% the number of students who score proficient or advanced on CST/ELA.
- Growth Target 2: Increase our Intermediate English Learners Scaled Score by 5 to 7 points.
- Growth Target 3: Increase annually by 3% the number of students who increase at least one proficiency level on the CST/ELA.

*Goal #2: Increase number of students scoring proficient or advanced in California Standards Test (CST) in mathematics.*

- Growth Target 1: Increase annually by 3% the number of students who score proficient or advanced on CST/Math.

Growth Target 2: Increase annually by 3% the number of students who increase at least one proficiency level on CST/Math. Strategies utilized by the teaching faculty to support student achievement include, but are not limited to the following: Anticipation Guides, Assigned Questions, Author's Chair, Book Talks, Brainstorming, Categorizing, Clustering, Compare & Contrast, Conducting Experiments, Cooperative Learning, Collaborative Learning, Collective Learning, Creative Problem Solving, Debates, Decision-making Process, Demonstrations, Direct Instruction, Discussions, Drill & Practice, Essays, Explicit Teaching, Expository, Narrative & Persuasive Writing, Field Trips, Games, Guided & Assisted Reading, Guided & Assisted Retellings, Guided Reading & Thinking, Heterogeneous Grouping, Homogeneous Grouping, Independent Research, Inquiry, Interviewing, Jigsaw, Journal Writing, K-W-L, Learning Centers, Lecture, Leveled

Instructional Groups, Listen & Visualize, Literacy Centered Instruction, Literature Based Instruction, Literature Circles, Mini Lessons, Multiple Intelligences, Narrated Reading, Narratives, Needs-based Grouping, One-On-One, Oratory, Public Speaking and Speech Writing, Peer Partner Learning, Problem Solving, Questioning Techniques, Read Aloud, Reading for Meaning, Read & Paraphrase, Read & Respond, Read, Pause & Reflect, Readers' Theater, Reciprocal Reading, Reflective Discussion, Reports, Research Projects, Response Journal, Role Playing, Scaffolding, Science Fairs, Self Monitoring Strategies, Small Groups, Story Mapping, Storytelling, Study Groups, Team Teaching/Modeling of Instruction, Think Aloud, Think, Pair, & Share, Thinking Maps, Tutorial Groups, Visual Imaging, Vocabulary Building, Word Walls, Writing to Inform, Write Aloud, Writer's Workshop, Writing Conferences, and the Writing Process.

The standards for grade promotion of the Charter School shall be those of the District. The Charter School shall follow the District's regulations (AR 5123) for promotion, retention, and intervention for underperforming students.

Students will not be excluded for academic underperformance. Students at risk of retention or who are retained will receive services at no cost to students.

The Charter School's course of study meets all current and future and State standards (transitioning towards Common Core standards) for each content area including English/Language Arts, English Language Development, Mathematics, Science, History/Social Science, Technology, Visual and Performing Arts. The Charter School shall maintain (and provide to the District annually upon request) a description of each course offered including content of course, required demonstration of proficiency, and textbooks.

The Charter School intends to promote its students from the Charter School with several measurable results:

- STAR scores
- CELDT scores, where applicable
- Cumulative records

Retention recommendations are made by teachers, and are discussed with a student's parents and the Charter School's administrative team by the end of the second trimester. Students at risk of retention are tracked with an Academic Improvement Plan, SST, and report cards.

**School-wide and Operational Goals:**

<b>Measurable Outcomes</b>	<b>Expected Outcomes</b>	<b>Timeline</b>	<b>Assessment Tools</b>
Student Conduct	<ul style="list-style-type: none"> <li>• Average daily attendance rate 95%</li> <li>• Tardies will decrease by 5% until they are under 3% of population</li> <li>• Monitor suspensions/expulsions</li> </ul>	<p>Achieved/Maintain</p> <p>By Spring 2014</p> <p>Continually</p>	- Student Records
Parent	<ul style="list-style-type: none"> <li>• 98% will attend ongoing parent-</li> </ul>	Achieved/Maintain	- Sign in Sheets

Involvement	<ul style="list-style-type: none"> <li>teacher conferences during the year</li> <li>• Parent participation at workshops and PTO events will increase by 15%</li> <li>• Increase parent volunteers on campus by 15%</li> </ul>	<p>By Spring 2014</p> <p>Annually</p>	- Volunteer Logs
Professional Development	<ul style="list-style-type: none"> <li>• 100% of attendance will be maintained by teaching staff at all staff development days</li> <li>• In-house professional development will be scheduled regularly throughout the year to support and develop staff in various content areas.</li> <li>• All teachers are required to attend at least one professional conference each year Teachers participate in professional learning communities at their grade levels to discuss instructional strategies and overall educational development.</li> </ul>	<p>Achieved/Maintain</p> <p>Achieved/Maintain</p> <p>Achieved/Maintain</p> <p>Achieved/Maintain</p>	<ul style="list-style-type: none"> <li>- Sign in Sheets</li> <li>- Agenda</li> <li>- Staff Development Evaluations</li> </ul>
PLC – Professional Learning Community	<ul style="list-style-type: none"> <li>• Knowledge of curriculum</li> <li>• Competence in pedagogy</li> <li>• Professional attitude</li> <li>• Effective teaching strategies</li> <li>• Awareness of student need</li> </ul>	Annual training and staff/professional development address these areas in the Charter School	<ul style="list-style-type: none"> <li>- Comparison of student data</li> <li>-Parent Survey</li> <li>-Adherence to terms of contract</li> <li>Annual Principal/Peer/Self Evaluation</li> </ul>
Financial Solvency	<ul style="list-style-type: none"> <li>• No deficits in the operation budget after the initial two years of operation</li> </ul>	Achieved/Maintain	<ul style="list-style-type: none"> <li>- Annual Audit</li> <li>- Forecast/Budget</li> </ul>

EBC’s school-wide and operational goals are a collective effort amongst stakeholders and staff to develop expectations for continuous improvement in student conduct, parental involvement, professional development, professional learning communities, and financial solvency. These expected outcomes were determined in an effort to incrementally reach challenging, achievable goals. The percentages listed above were determined based upon past student performance and internally measured metrics (such as attendance), with an eye toward effecting annual increases in student academic achievement, both schoolwide and for all numerically significant pupil subgroups by establishing targets that the teaching staff and administrators will strive for. EBC and our stakeholders will be able to monitor and analyze these realistically approached expectations to develop a model of continuous improvements in these areas.





## **Element Four (D) - Governance**

*Governing Law: The governance structure of the school, including, but not limited to, the process to be followed to ensure parental involvement. Education Code Section 47605(b)(5)(D).*

### **Non Profit Public Benefit Corporation**

The Charter School will be a directly funded independent charter school and will be operated by a California Nonprofit Public Benefit Corporation, Templo Calvario Community Development Corporation (“TCCDC”) pursuant to California law.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix 12, please find the TCCDC Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

### **Board of Directors**

The Charter School is governed by the three- to seven-member Board of Directors of Templo Calvario Community Development Corporation. The Board of Directors is composed of a broad cross section of the Charter School community and the community at large, including: parents, administrators, professionals, and community leaders. (Attached as Appendix 13, please find information on the TCCDC Board members.)

The District Governing Board reserves its right pursuant to Education Code Section 47604(b) to have a single representative on the TCCDC Board, and if the District Board chooses to exercise this right, the representative shall be solely of the District’s choosing. Any District representative appointed pursuant to Education Code Section 47604(b) shall serve solely at the District Governing Board or designee’s discretion and may serve an unlimited number of consecutive terms. The Bylaws shall specify that no restrictions on the appointment, service or terms for removal of other members of the Board of Directors shall apply to any District appointee pursuant to Education Code Section 47604(b) and such appointee shall serve at the pleasure of and be removed only by the action of the District Governing Board or designee.

The Charter School additionally has established an operational Management Team made up of Charter School staff, including but not limited to, the Director/Principal, Dean, Business Manager, and teachers. The management team meets every one to two months to advise the Charter School principal on the operations of the Charter School, staff, teachers, and students. The team also advises the Director/Principal and Dean on curriculum, instruction, fundraising, and governance, all with the purpose of increasing student achievement. The Management Team reports back to the Governing Board.

### **Board Meetings and Duties**

Notwithstanding any conflict in the TCCDC Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and TCCDC and its Board when conducting any of the business of or related to the Charter School shall comply with all laws controlling charter schools. The Charter School and TCCDC shall comply with the Ralph M. Brown Act, Government Code Section 1090 *et seq.*, the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), and any other applicable conflict of interest prohibitions. By the terms of this Charter, the Charter School and TCCDC when conducting any of the business of or related to the Charter School are obligated to comply with the requirements of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 to the same extent as if the Charter School and TCCDC were a noncharter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

In the case of a conflict between the requirements of this Charter and the provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such bylaws which conflicts with or is inconsistent with the requirements of this Charter shall be deemed a violation of this Charter, and the Bylaws shall provide that in the case of such a conflict the TCCDC Board of Directors shall take prompt action to revise the Bylaws to make the Bylaws consistent with the requirements of this Charter or seek a material revision to the Charter to make the Bylaws and Charter consistent. Should the provisions of this Charter conflict with the policies, practices or terms of any collective bargaining agreement or other agreement of EBC, the provisions of this Charter shall prevail.

EBC shall provide written notice to the District Superintendent or designee of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the corporate board of directors. Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to EBC's governance structure and/or Charter, TCCDC may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should TCCDC adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s).

EBC shall provide to the District Superintendent or designee electronic copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.

The Charter School Board of Directors is responsible for:

- ❑ Hiring and evaluating the principal of the Charter School.
- ❑ Approving and monitoring the implementation of general policies of the Charter School.

These include effective human resource policies for career growth and compensation of the staff

- ❑ Developing and monitoring an operational business plan that focuses on student achievement.
- ❑ Approving and monitoring the Charter School's annual budget.
- ❑ Acting as fiscal agent. This includes the receipt of funds for the operation of the Charter School in accordance with Charter School laws and the receipt of grants and donations consistent with the mission of the Charter School.
- ❑ Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices.
- ❑ Regularly measuring progress of both student and staff performance.
- ❑ Involving parents and the community in the support of Charter School programs.
- ❑ Executing all other responsibilities provided for in the California Corporations Code, the Articles of Incorporation Bylaws, and this Charter necessary to ensure the proper operation of the Charter School.
- ❑ Contracting with other agencies/companies to provide goods and services to the Charter School as provided by charter law.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

### **The Charter School Management Team**

The Management Team is formed by the Charter School administration and consists of the Director/Principal, Dean, Business Manager, and two teachers. This committee advises the Charter School administration on the operations of the Charter School, curriculum, instruction, fundraising, staff, teachers, and students. Throughout the year, the Management Team may meet with parents, teachers, community members, business partners and contracted service partners then reports back to the Governing Board at regularly scheduled meetings. The Management Team makes recommendations to both the Charter School and the Governing Board in the following areas:

- State Board of Education-approved academic standards
- Monitor Staff Development
- Student outcomes and action plans centered around the following assessment tools:
  - Expenditures and cash flow

- Budget and budget adjustments
- Annual fiscal audit
- Average Daily Attendance (“ADA”)
- Charter School's Technology Plan
- Private and corporate donations
- Charter School wide incentive programs
- E-Rate Program
- Facilities utilization
- Long-range facilities plan
- Parent Involvement
- Special Education program
- Differentiated instructional program for English Language Learners, Title I and GATE students
- Charter School emergency plans
- Recruitment and selection process for personnel
- Language of employee contracts
- Policies related to leaves of absence, staff attendance, release and vacation days
- Staffing
- Personnel policies
- Grievances and disciplinary policies of the Charter School
- Community Activities
- Instructional materials
- Student/Parent Handbook
- PTO advisement
- Parent Contract
- Grants and funds
- Maintenance needs

### **The Director/Principal**

The Director/Principal will be the leader of the Charter School. The Director/Principal will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Director/Principal must report directly to the Charter School Board of Directors, and s/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

The Director/Principal shall perform assigned tasks as directed by the Charter School Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include but are not limited to the following:

- Ensure the Charter School enacts its mission;
- Supervise and evaluate teachers and staff;
- Communicate and report to the Charter School Board of Directors;
- Oversee school finances to ensure financial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal;

- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate with parents, recruit new families and students, and assure families of academic growth;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Identify the staffing needs of the Charter School and offer staff development as needed;
- Maintain up-to-date financial records;
- Ensure that appropriate evaluation techniques are used for both students and staff;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Hire qualified substitute teachers as needed;
- Ensure the security of the school building;
- Promote and publish the Charter Program in the community and promote positive public relations and interact effectively with media;
- Encourage and support teacher professional development;
- Attend District Administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the Chief Financial Officer of the District on fiscal oversight issues as requested by the District;
- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the school annual performance report and the SARC;
- Present independent fiscal audit to the Charter School Board of Directors and after review by the Board of Directors present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education;
- Manage student discipline, as necessary participate in the suspension and expulsion process;
- Participate in IEP meetings as necessary.

### **Parent Involvement in Governance**

In addition to representation on the Board, Parents will be strongly encouraged to contribute a minimum of 20 hours per family, per academic year to the Charter School. The Principal shall maintain a comprehensive list of volunteer opportunities including but not limited to the following: volunteering in the classroom/school (including at-home assistance); tutoring, attending parent-teacher conferences; participation in the planning of, or attendance at, fundraising or Academic/Arts Events; or, other activities. No child will be excluded from the Charter School or school activities due to the failure of his or her parent or legal guardian to fulfill the encouraged 20 hours of participation.

The parent contract will consist of the following provisions: As a parent of a student at the Edward B. Cole, Sr. Academy, my commitment is to abide by the following rules and regulations adopted

by the Board of Directors:

- A. To recognize and embrace my role as having primary responsibility for the education of my child
- B. To attend all conferences scheduled with any member of the Edward B. Cole, Sr. Academy staff.
- C. To abide by the Edward B. Cole, Sr. Academy Pick-up/Drop-off policy (see Traffic Procedures) to help ensure the safety of each and every student.
- D. To provide transportation to and from school for my child. If I am late picking up my child, I understand that I will be charged for after-school care at whatever rate is in existence at that time. If my child is continually tardy, I understand that for the benefit of my child's education, he/she may be asked to attend a school that is more accessible for my child.
- E. To purchase uniforms for my child and ensure my child abides by the Dress Code in accordance to the Edward B. Cole, Sr. Academy uniform policy. I understand that a proper school uniform (see Uniform Policy) must be worn each day.
- F. To ensure that my child arrives on time to school each day. I understand the importance of my child being in school to receive all that the teachers have prepared to promote their learning experience (see Attendance Policy).
- G. To supply a healthy lunch and snack, either brown bagged or purchased from the Edward B. Cole, Sr. Academy cafeteria, each school day for my child. I understand that if my child chooses to bring lunch from home it must be ready to eat, as there is no microwave to heat student lunches.
- H.
- I. To participate in the Edward B. Cole, Sr. Academy Parent Teacher Organization meetings which are scheduled monthly throughout the school year.
- J. To encourage my child to abide by the Edward B. Cole, Sr. Academy school rules.

**In order to enhance my child's academic growth, I agree to:**

- A. Read and use information sent home by the school to keep parents informed of the academic topics to be introduced and studied in the classroom.
- B. Provide a suitable time and place within the home for homework.
- C. Assist my child in obtaining and regularly using a library card at the Public Library and allow for thirty minutes of reading daily.
- D. Limit television and video games during the week and allow more time for reading, studying, and family time.
- E. Check my child's homework folder nightly.
- F. Encourage my child to research his or her academic level with deep commitment and enthusiasm for learning.

Parents of the Charter School participate in the following opportunities for involvement in the educational and instructional program:

Parent Academy

- PTO (Parent Teacher Organization) - At the PTO parents receive updates on school

functions and activities.

- ELAC
- School Site Council (SSC)
- Teachers provide instructions to parents on how to assist students with homework, how to use Thinking Maps, math games and concepts, parent involvement strategies, and reading.
- Partnerships with local agencies like the fire department, police department, health care professionals and banking institutes provide parents with education in areas such as home safety, gang prevention, healthy eating habits, and college fund opportunities.
- Family Friday Reading
- Monthly Culminating Activities
- Student Success Team Meetings
- Trimester Report Card Conferences (Review Trimester grades and possible Academic Improvement Plans (AIPs))
- Open Door Policy to Speak with Teacher, Principal, or school staff

### **Organizational Chart**

Attached as Appendix 14, please find an Organizational Chart.

## **Element Five (E) — Employee Qualifications**

*Governing Law: The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).*

### **Teacher Qualifications**

To the extent required by law, teachers in the Charter School are required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. This includes emergency permits and credentials to the extent those credentials are permitted in California non-charter public schools. As provided by law, the Charter School may exercise flexibility with regard to those teaching non-core courses.

EBC takes full and complete responsibility for the application of “flexibility” regarding teacher credentialing requirements and its interpretation of that terminology as used in Education Code Section 47605(l), and the insurance and indemnification provisions of this Charter shall apply with full force and effect to protect the District from any and all potential claims or liabilities that may arise from the application of “flexibility” in credentialing requirements for non-core, non-college preparatory classes at EBC.

Currently 100% of teaching staff meet requirements of the Education Code Section 47605(l), California Commission on Teacher Credentialing requirements and the No Child Left Behind Act’s requirements for highly qualified teachers.

The Charter School may employ qualified adults to assist credentialed teachers in student instruction. A teacher may supervise another teacher when mutually agreed to by the teachers and the Charter School.

### **Director/Principal Qualifications**

**Credential:** Strongly prefer California Administrative Credential

**Education:** M.A. or M.S, or higher, in education required

**Experience:** Prefer Minimum of three years of administrative credentialed service. Prefer five or more years of teaching and/or administrative experience at the elementary level.

**Personal Qualifications:** Character, personality, and proper social capability to relate effectively with racially and ethnically diverse staff, students, and community. Demonstrates ability to work with a wide variety of community groups and organizations. Strong interpersonal and communication skills.

### **Dean Qualifications**

**Credentials:** Strongly prefer California Administrative Credential

**Education:** M.A. or M.S, or higher, in education required

**Experience:** Successful teaching experience (3-5 years) at the elementary and/or high school levels. Demonstrated leadership skills in the areas of curriculum development and school improvement.

**Personal Qualifications:** Character, personality, and proper social capability to relate effectively with racially and ethnically diverse staff, students, and community. Demonstrated ability to work with a wide variety of community groups and organizations. Strong interpersonal and communication skills.

### **Business Manager Qualifications**



**Education:** Bachelor's Degree or higher required

**Experience:** Prefer experience in basic accounting (Accounts Payable, Accounts Receivable, book keeping, and payroll). Prefer experience with Microsoft Office (Word, Excel, Outlook, and PowerPoint).

**Personal Qualifications:** Character, personality, and proper social capability to relate effectively with racially and ethnically diverse staff, students, and community. Demonstrated ability to work with a wide variety of community groups and organizations. Strong interpersonal and communication skills.

EBC shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of EBC. Such services may be provided either by an employee of EBC or by a consultant (or consultant group) hired by EBC. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity.

### **Teacher Qualifications**

**Education/:** Bachelors' degree or higher

**Credential:** Must have a California Teaching Credential and meet requirements for highly qualified teacher under NCLB. Teachers are also required to be CLAD or BCLAD certified upon completion of their CCTC certificate permit in order to serve English Learners.

**Personal Qualifications:** Character, personality, and proper social capability to relate effectively with racially and ethnically diverse staff, students, and community. Demonstrated ability to work with a wide variety of community groups and organizations. Strong interpersonal and communication skills.

### **Hiring Process**

Within the provisions of the law, the Charter School reserves the right to recruit, interview and hire anyone at anytime who has the best qualifications to fill any of its position vacancies. The hiring process is characterized by fair and consistent recruitment efforts. Interviews to determine employment are conducted by a committee of key stakeholders.

The Charter School will not discriminate against any applicant or employee on the basis of race, creed, color, national origin, age, gender, disability, or other basis prohibited by law.

Attached as Appendix 15, please find the Charter School's employee handbook.

## **Element Six (F) — Health and Safety Procedures**

*Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).*

In order to provide safety for all students and staff, the Charter School has adopted and implemented full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. Copies of all policies are on file at the Charter School. The following is a summary of the health and safety policies of the Charter School:

### **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Principal of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of the Principal. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee. The Charter School utilizes services of the Orange County Department of Education for Department of Justice LiveScan and fingerprinting.

### **Role of Staff as Mandated Child Abuse Reporters**

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

### **TB Testing**

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406<sup>2</sup>.

### **Immunizations**

All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. Parents or guardians may exempt their child from this requirement if they submit a statement, in writing, in accordance with Health and Safety Code Section 120365, that such immunizations are against their beliefs (H. & S.C. 120335 & 120365).

### **Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

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<sup>2</sup> When EBC states that it will follow the requirements of a particular Section of the Education Code, it means that EBC will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

### **Vision, Hearing, and Scoliosis**

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

### **Emergency Preparedness**

The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. If assuming a facility that was previously used as a School site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School.

### **Blood borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug Free/Alcohol Free/Smoke Free Environment**

The Charter School is committed to providing a safe, alcohol, tobacco, and drug-free learning environment for all students and staff.

The Charter School continues to maintain health, safety, and risk management policies in consultation with its insurance carriers and risk management experts. This includes school wide training in response to natural disasters and other emergencies, including civil unrest, fires and earthquakes. The Charter School assigns and trains designated staff in emergency response procedures.

### **Facility Safety**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

### **Comprehensive Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry,

age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's sexual harassment policy.

## **Element Seven (G) — Achieving Racial and Ethnic Balance**

*Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).*

The Charter School considers pupils for admission without regard to the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). The Charter School strives through recruiting to achieve a racial and ethnic balance of students that reflects the general population of the District. The District is comprised of 98% minority students, with over 95% of Latino origin. The Charter School works with the District's Staff to target students in impacted school areas. The Charter School rigorously recruits these students and provides assistance to families in completing and returning registration applications.

The Charter School's failure to meet a balance of students that reflects the general population of the District shall not be cause for revocation of the Charter.

The marketing plan includes the preparation and distribution to the District of recruiting materials in English and Spanish. The Charter School shall also develop applications in other languages, as needed. Recruitment strategies include but are not limited to the following:

- Promotional and informational materials in various languages
- Charter School tours on a regular basis
- Community Events
- A scheduled enrollment process with timelines for broad-based recruiting
- Distribution of promotional materials into the community
- Business Partnerships

Dates, times, and locations of open houses, informational meetings, and other activities are scheduled so that students of all racial and ethnic backgrounds are able to attend.

The Charter School shall provide an annual report of student enrollment indicating the racial and ethnic mix of students and the percentage of students from the District (separating any non-District Santa Ana city residents) and steps taken to ensure a racial and ethnic balance as described herein. The annual report shall disaggregate racial and ethnic class, free and reduced lunch participation percentage, District students, English Learners, student addresses, and last school attended, and shall include the percentage versus total of those who applied and those who were admitted.

## **Element Eight (H) — Admission Requirements**

*Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).*

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School is committed to maintaining a diverse student body. In order to maintain our vision as a Charter School that truly serves the local community, we have an open admission policy. It is important for the Charter School to accommodate the needs of a family's desire to have all age appropriate children at the Charter School. The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

After acceptance and prior to the first day of school, each kindergarten student is given a pre-assessment to assist teachers in recognizing entry level skills possessed by that student. Parents are also given ideas and strategies to work with their children to prepare them to enter the Charter School. This assessment is not used for admission purposes.

### **Public Random Drawing**

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

1. All students currently enrolled in the Charter School
2. Siblings of existing students
3. Residents of the District
4. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the enrollment applications and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

The Charter School will provide assistance for any student who should need assistance with purchasing supplies, proper Charter School clothing or anything else necessary to fully participate in the Charter School program. The Charter School also provides assistance relating to field trips, tours, transportation, or anything necessary for students to fully participate in the Charter School performances or extracurricular activities. Policies regarding eligibility for assistance and the process for accessing the assistance are made available to all the Charter School students through the TCCDC. Requests for financial assistance are handled confidentially by the Charter School administrative office.

EBC shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program.

All applicants to the Charter School shall be considered for admission without regard to Special Education status.

**Element Nine (I) — Annual Financial Audits**

*Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).*

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The Charter School contracts with an independent auditor, who, at a minimum, has a CPA and educational institution audit experience, and who is included on the State Controller’s published list of approved educational audit providers. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The Charter School shall provide the District, the County Superintendent of Schools, the State Controller, and the CDE with a copy of its annual audit by December 15<sup>th</sup> of each year. Additionally, the Charter School shall report in writing to the District the manner in which the Charter School has or intends to address any exceptions or deficiencies noted in the audit, and all such exceptions or deficiencies shall be resolved to the District’s satisfaction. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Further, the District Board shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under or over –reporting of greater than three percent (3%) total; in all other cases, EBC shall bear the cost of the audit.



## **Element Ten (J) — Student Suspensions and Expulsions**

*Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).*

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Director/Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to: a) while on school

grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

## **B. Enumerated Offenses**

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an

intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose

and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless

communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director/Principal or designee’s concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or



may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Director/Principal or the Director/Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director/Principal or designee.

The conference may be omitted if the Director/Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

#### 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice shall also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

#### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5)

consecutive school days per suspension. Upon a recommendation of Expulsion by the Director/Principal or Director/Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Director/Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

#### **D. Authority to Expel**

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

#### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director/Principal or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

## **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

### **I. Written Notice to Expel**

The Director/Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director/Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

### **J. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

### **K. No Right to Appeal**

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

### **L. Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

### **M. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

### **N. Readmission**

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director/Principal or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director/Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## **O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

### **1. Notification of District**

The Charter School shall immediately notify the District and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### **3. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Director/Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.



**Element Eleven (K) — STRS, PERS and Other Retirement Coverage**

*Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).*

Certificated employees participate in the State Teachers' Retirement System ("STRS"), and non-certificated employees participate in the Public Employees' Retirement System ("PERS") and federal social security. The Charter School works with the County Office of Education for reporting to STRS and PERS. The Principal/Director is responsible for ensuring that appropriate arrangements for coverage have been made.

Teachers and other persons working at the Charter School will retain all previously vested rights in their respective retirement systems, including but not limited to STRS, PERS and Social Security. The Charter School Board may establish retirement plans for employees that may include, but shall not be limited to, establishment of a section 403(b) plan, although no such plans are currently in place.

**Element Twelve (L) — Public School Attendance Alternatives**

*Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).*

The Charter School is a school of choice. No student is required to attend. Transportation is the responsibility of the parents/guardian for families who choose to attend the Charter School, except as required for students with disabilities pursuant to an IEP. The Charter School will help facilitate transportation for students by providing information regarding carpools and public busing schedules.

Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

**Element Thirteen (M) — Employee Return Rights**

*Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).*

No person shall be required to work at the Charter School. The right to leave the District and take employment at the Charter School, as well as the right to return to the District for Charter School employees who were previously District employees, will be exclusively as specified in District policies, procedures or collective bargaining agreements.

## **Element Fourteen (N) — Dispute Resolution**

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).*

### **Disputes Between the District and the Charter School**

If the District determines that a violation of the Charter, any MOU or law may have occurred or a problem has arisen related to the operation of the Charter School or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take other action as it deems necessary.
2. If the violation or issue in question does not constitute a severe and imminent threat to the health or safety of pupils, District will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." • Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the EBC representative will be the Principal or the Principal's designee. If the dispute is not resolved at this meeting or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 3.
3. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

### **Internal Disputes**

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Parents, students, board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to its internal dispute resolution process.

**Element Fifteen (O) — Labor Relations**

*Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). Education Code Section 47605(b)(5)(O).*

TCCDC will be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act (EERA). TCCDC will comply with the EERA.

## **Element Sixteen (P) — Closure Procedures**

*Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(P).*

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities. The entity responsible for closure-related activities will be the Director/Principal, unless otherwise determined by the Board.

The Board of Directors will promptly notify parents and students of the Charter School, the District (within no more than two calendar days of the official action), the Orange County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a Certified Public Accountant, who will have the same qualifications as those described for the annual independent financial auditor in

Element Nine, selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix 16, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## **Miscellaneous Provisions**

### **Budget and Financial Reporting**

*Governing Law:* “The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.” Education Code Section 47605(g).

Attached as Appendix 16, please find the detailed multi-year operational budget, the cash flow forecast for the 2013-2016 fiscal years, and the scheduled revenue assumptions.

These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

The Charter School’s purchase of goods and services, if any, from the District shall not negate the operational independence of the Charter School from the District. The Charter School may choose to elect an outside management company to assist in day to day financial, business, purchasing, personnel, curriculum, state and federal reporting, student assessment and other areas as defined by the Charter School’s board of directors.

The District shall charge EBC for supervisory oversight of EBC up to any maximum permitted by law (currently described and limited in Education Code Section 47613). EBC acknowledges that the District’s actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs.

### **Insurance**

The Charter School and TCCDC shall purchase and maintain general liability, automotive liability,



errors and omissions, property, workers compensation, and unemployment policies of insurance or, in the case of self-insurance with a California joint powers authority, a memorandum or memoranda of coverage, either as part of the District's insurance program or another insurance program of the Charter School's selection in accordance with the terms of this Charter.

Without limiting the Charter School and/or the defense, indemnity, and hold-harmless obligations of Charter School and/or TCCDC, throughout the life of this Charter, the Charter School and/or TCCDC shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in A.M. Best Insurance Rating Guide, or, in the case of self-insurance with a California joint powers authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE and/or coverage, which shall include coverage for: bodily injury, property damage, contractual liability, products and completed operations, personal injury, advertising injury, sexual abuse/molestation, and sexual harassment with combined single limits of not less than \$1,000,000 per occurrence. Additionally, the Charter School shall procure excess liability coverage in the amount of \$5,000,000 per occurrence.

COMMERCIAL AUTO LIABILITY insurance and/or coverage which shall include: coverage for owned, non-owned and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION INSURANCE and/or coverage, as required by applicable law, with not less than statutory limits.

PROPERTY AND FIRE INSURANCE and/or coverage, shall be provided to protect: (a) Real Property, against risk of direct loss, commonly known as Special Form, and (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as (a) and (b) above.

ERRORS AND OMISSIONS INSURANCE and/or coverage, in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$5,000,000.

All of the insurance and/or coverage (i) shall name the District and its Board of Trustees, Board members, officers, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds (by separate endorsement); (ii) shall contain no special limitations on the scope of protection afforded to the District and the District Personnel; (iii) shall be primary insurance and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School's insurance and/or coverage and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be "occurrence" rather than "claims made" insurance and/or coverage, with the exception of educators' legal liability and errors and omissions insurance and/or coverage; and (v) shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage shall be endorsed to state that coverage shall not be suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the District by US mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School and/or TCCDC shall also provide the District with thirty (30) days prior written notice, by certified mail, return receipt requested, of the suspension, rescission, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage. If at any time any policy of insurance or memorandum of coverage is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant to Education Code Section 47607 and/or shall become void at the District's option.

The acceptance by the District of the insurance and/or coverage does not serve to limit the liability or responsibility of the Charter School, of TCCDC, or of any insurer or joint powers authority to the District.

Each policy of insurance and/or memorandum of coverage shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by Element Nineteen of this Charter shall not reduce or limit the obligation(s) of the Charter School or of TCCDC to defend, indemnify, and hold harmless the District and the District Personnel. The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by this Charter shall not be reduced by or apply to defense costs or attorney's fees.

Any deductibles or self-insured retentions must be declared to and approved by the District.

The Charter School and/or TCCDC shall promptly respond to all inquiries from the District regarding any claims against the Charter School and/or TCCDC and/or any obligation of them or of either of them under Element Nineteen of this Charter.

Additionally, the Charter School shall, at all times, maintain a funds balance (reserve) of its expenditures as suggested by Section 15443, Title 5 of the California Code of Regulations. Currently, the reserve maintained is well over 5% of total operational expenditures.

No state or federal apportionment revenue generated from this Charter may be transferred or used to start a new charter in another district without the prior approval of the District Board of Education.

### **Administrative Services**

*Governing Law: "The manner in which administrative services of the school are to be provided." Education Code Section 47605(g).*

The Charter School takes advantage of county services and other external vendors as appropriate and cost effective for administrative services. This may include back office services, including but not limited to, accounting, management reporting, payroll processing, and accounts payable/warrants.

### **Food Service Program**

The Charter School shall annually re-evaluate its food service program. The Charter School is in the process of developing a comprehensive Wellness Plan in conjunction with business partners which includes components specifically aimed at healthy food choices, both at school and home, exercise and general health issues that affect our communities.

### **Facilities**

*Governing Law: "The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate." Education Code Section 47605(g).*

The Charter School facility is currently located at 333 E. Walnut Street, Santa Ana, California. The Charter School may locate to another District site or to a non-District site identified by the Charter School in subsequent years.

### **External Grants**

The Charter School may apply for and participate in externally funded projects, public or private. The District will support and help the Charter School in applying for externally funded projects. Likewise, the Charter School will help and support the District in applying for externally funded projects when the District deems it appropriate. When mutually agreeable, the two will collaborate on such grants. In any case, each will inform the other when one makes such a grant application that, if granted, may be shared with, benefit or materially affect the other.

No state or federal funds generated by ADA from this Charter may be transferred or used to start or operate any charter school in another district (whether or not the school is operating at the time this Charter is approved) without the prior approval of the District Board of Education.

### **Information Exchange**

The Charter School agrees to permit the District to inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records. The Charter School shall promptly comply with all such reasonable requests. The records of the Charter School are public records under the California Public Records Act ("CPRA"), however, the District's right to inspect and receive Charter School records is not based on the CPRA, but is based on the District's oversight role over the Charter School.

### **Charter Term and Renewal**

The term of this Charter shall be for a five-year period beginning on July 1, 2013 through June 30, 2018.

EBC may submit a request for renewal of its Charter between October 1, 2017 and January 31, 2018, unless otherwise agreed with the District, which the parties agree will provide adequate

information regarding EBC's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. EBC understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements and the documents specified below, has been submitted to the District Office, receipt of the Charter renewal will be placed on the next regular or special District Board meeting agenda, and such receipt by the District Governing Board shall commence the timelines for action on the renewal request. EBC further acknowledges that District Governing Board agenda deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and EBC may obtain specific agenda deadline information promptly from the District Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page, and also including a table of contents which includes references to all appendices/exhibits/attachments;
2. A redline comparing the renewal Charter to the current Charter included in each notebook;
3. An electronic (Word) version of both the clean and redline versions of the renewal Charter.

### **Inspections**

The District may inspect or observe any part of the Charter School at any time, but shall provide reasonable notice to the principal of the Charter School prior to any observation or inspection unless inspection without prior notice is determined by the District Superintendent or designee to be necessary or appropriate in order to maintain the health, safety or welfare of students, employees, members of the public, or otherwise to comply with the District's oversight obligations. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the District without the mutual consent of the governing board of the Charter School.

### **Debts and Obligations**

EBC shall be solely responsible for all costs and expenses related to this Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

EBC shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents which are not approved or ratified by the District Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the District and shall be EBC's sole responsibility.

EBC shall require that the following language is included in any and all contracts entered into by those entities:

EBC and/or Templo Calvario Community Development Corporation shall have no authority to enter contracts for or on behalf of the Santa Ana Unified School District. Any contracts, purchase orders, or other documents which are not approved or ratified by the Santa Ana Unified School District

Governing Board as required by law, including, but not limited to, Education Code Section 17604, shall be unenforceable against the Santa Ana Unified School District and shall be EBC and/or Templo Calvario Community Development Corporation's sole responsibility.

**Independent Entity**

EBC and Templo Calvario Community Development Corporation, and their respective officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. Santa Ana Unified School District and EBC/Templo Calvario Community Development Corporation shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the actions or liabilities of EBC and/or Templo Calvario Community Development Corporation.

**Attachments, Exhibits, and Appendices**

All of the attachments, exhibits, and appendices to this Charter are hereby incorporated herein and made a part hereof by this reference.

## **Civil Liability Impact**

*Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).*

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

**EXHIBIT "B1"**

**MAP DEPICTION OF PROPERTY (WITH BUILDINGS LABELED)**

Maple Street

GATE 1

BRIDGES C11 212	WALIUDDIN C10 213	EMERSON C9 214	HUERTA C8 210	BARTALUZZI C7 211	ESPINOZA C6 209
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RESTROOMS

BASKETBALL COURT

FOUR SQUARE

LIBRARY  
C1  
205

ZAVALA  
C2  
206

DOERGES  
C3  
207

ZIMMER  
C4  
208

GRASS AREA

TETHERBALL COURTS

SHADED LUNCH AREA

CAFETERIA	STAFF LOUNGE 220
229	MAINTENANCE

CLAYTON  
C17

GATE 3

Main Entrance  
7:30-4:30

200 FRONT DESK  
201 NORTON  
202 CONF. ROOM  
203 JOHNSON  
225 B. RODRIGUEZ  
227 SHIN  
226 MEYER  
219 M. RODRIGUEZ

OFFICE	OFFICE	OFFICE	CHRISTENSEN C13	CALVILLO C14	WACHS C15
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SECURITY

GATE 4

Main Entrance  
4:30-6:00

\*\*Map does not reflect classroom number changes—subject to change.

# EBC Academy 14-15 Site Map

Walnut Street

First Street



**EXHIBIT "B2"**

**MAP DEPICTION OF PROPERTY (AFTER RECONFIGURATION)  
COMPLETED**



**GATE REQUIREMENTS:**  
 GATES IN PATH OF TRAVEL MUST COMPLY WITH DOOR REQUIREMENTS. (CBC 1133B.1.1.4), INCLUDING SLABS MAXIMUM OPERATING PRESSURE. PROVIDE LEVER HARDWARE WITH RETURN TO WITHIN 1/2" OF THE GATE SURFACE AND KICK PLATES. PROVIDE 2% MAXIMUM SLOPE IN ALL DIRECTIONS IN THE PATH OF TRAVEL.

SEE SPECIFICATIONS AND GATE DETAILS ON SHEET A005

GATE NUMBER	GATE WIDTH & HEIGHT	DOOR TYPE	DETAIL NUMBER SEE 08/710	HARDWARE SEE 08/710	REMARKS	GATE NUMBER	GATE WIDTH & HEIGHT	DOOR TYPE	DETAIL NUMBER SEE 08/710	HARDWARE SEE 08/710	REMARKS
1	4'-0" X 8'-0" WROUGHT IRON	SWING SINGLE	21/A005	22	PROVIDE PANIC HARDWARE, PROVIDE 90° LIMITER	5	14'-0" X 8'-0" WROUGHT IRON	ROLLING GATE	17/A005	24	
2	(PR) 5'-0" X 8'-0" WROUGHT IRON	SWING DOUBLE	02821	23	PROVIDE KNOX PADLOCK, PROVIDE 90° LIMITER	6	5'-0" X 8'-0" WROUGHT IRON	SWING SINGLE	SEE 02821	23	PROVIDE KNOX PADLOCK
3	12'-0" X 8'-0" WROUGHT IRON	ROLLING GATE	17/A005	24		7	(PR) 5'-0" X 8'-0" WROUGHT IRON	SWING DOUBLE	SEE 02821	23	
4	(PR) 5'-0" X 5'-0" WROUGHT IRON	SWING DOUBLE	5/A004	23	TRASH ENCLOSURE	8	4'-0" X 8'-0" WROUGHT IRON	SWING SINGLE	21/A005	22	

**NOTE TO ADR:**

- ALL LANDSCAPE EDGES ALONG ALL NEW OR EXISTING P.O.T.'S IN THE PROJECT SCOPE SHALL BE PER THE FOLLOWING DETAILS UNLESS OTHERWISE NOTED: N/A 3/A005 AND ETC.
- ALL NEW WALK SURFACE IN P.O.T SHALL HAVE FLUSH TRANSITIONS TO ALL ADJACENT NEW OR EXISTING WALK SURFACES IN P.O.T AND PER FOLLOWING DETAILS UNLESS OTHERWISE NOTED: 1/A005

**EDGE CONDITION ALONG P.O.T.**



3/4"x1'-0"

**KEYNOTES**

DIVISION 02 - SITEWORK  
 02511.A1 - HOT-MIX ASPHALT PAVING  
 02520.A2 - CONCRETE PAVING - SEE CIVIL DWGS.

DIVISION 05 - METALS  
 05500.F1 - FABRICATED METAL FENCE

DIVISION 15 - MECHANICAL  
 15400.D1 - ACCESSIBLE HI-LO DRINKING FOUNTAIN

KEYNOTES GENERALLY CORRESPOND TO SPECIFICATION SECTIONS BY MEANS OF THE WORK INDICATED THEREIN. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL WORK INDICATED HEREIN PERMANENT TO THE GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS OF THE CONTRACT, REGARDLESS OF WHETHER OR NOT THE KEYNOTES SPECIFY A PARTICULAR SECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TECHNICAL SPECIFICATIONS TO ANY SPECIFICATION WHICH APPLICABLE TO THE TECHNICAL SPECIFICATIONS.

**GCR GRATHRODE BANNON ARCHITECTS**  
 Architecture • Interior Design  
 150 SOUTH B. STREET  
 TULSA, OK 74106  
 TEL: 744.885.8030  
 FAX: 744.885.8039  
 Copyright © 2013 Grathrode Bannon Architects, LLP



Consultant Seal

DATE: JUL 2, 2013  
 FILE NO.: 30-35  
 APPL. NO.: 04-112887  
 AC: JH  
 DS: JS  
 DATE: JUL 2, 2013

**COMMUNITY DAY SCHOOL**  
 333 E. WALNUT STREET, SANTA ANA, CALIFORNIA 92707  
**OVERALL SITE PLAN**

REVISIONS:  
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Date: 07/23/13  
 Job: 1221  
 Drawn:

**A001**

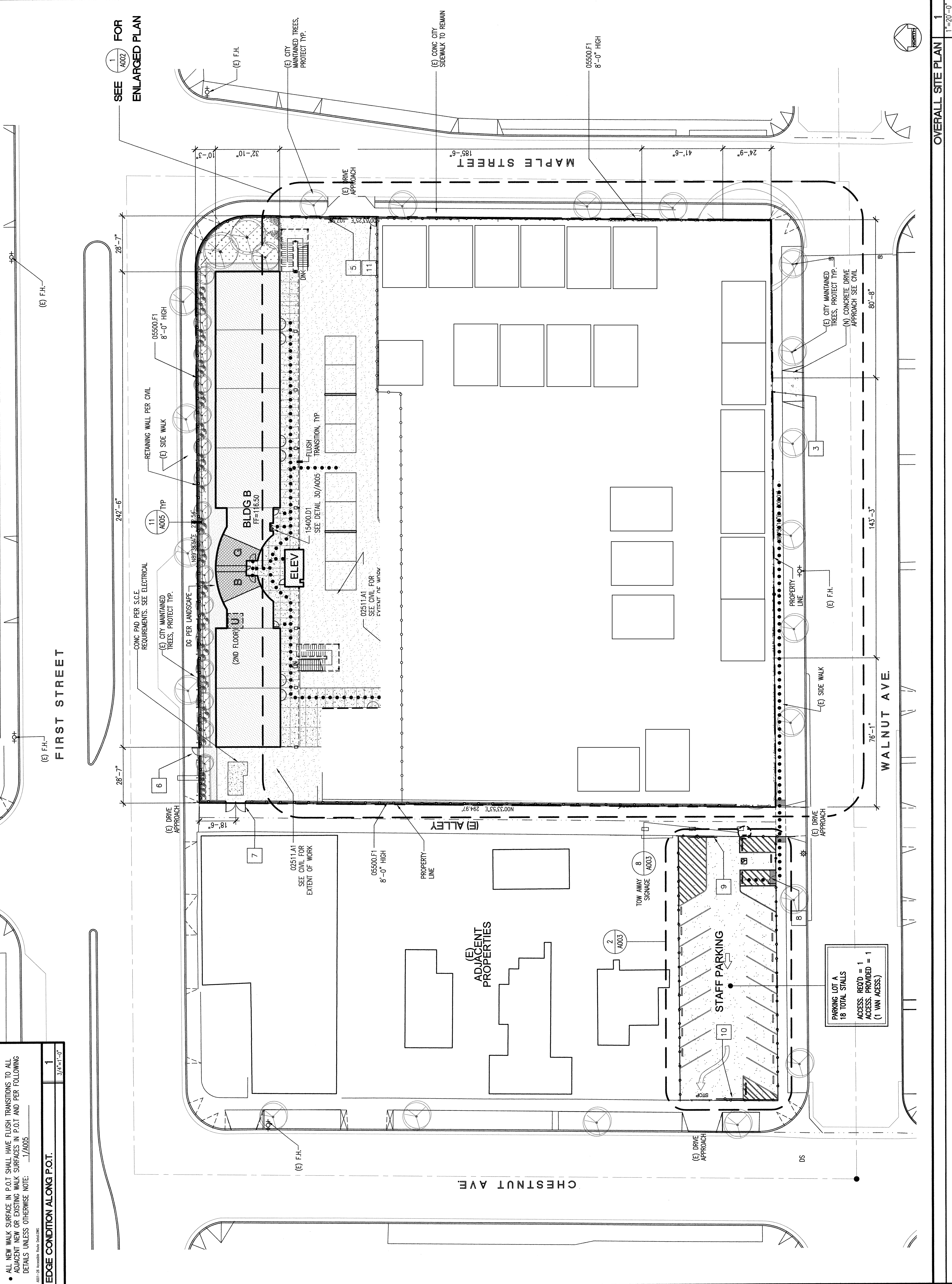
SHEET REF: - OF XX

**SITE NOTES**

- FOR TYPICAL SYMBOLS AND ABBREVIATIONS, SEE SHEET 0001.
- PROTECT AND SAFEGUARD FROM DAMAGES ALL EXISTING CONSTRUCTION AND FINISHES TO REMAIN.
- PROVIDE TEMPORARY 6" HIGH CHAIN LINK FENCE ENCLOSURES WITH LOCKABLE GATES AS REQUIRED FOR CONSTRUCTION ACCESS AT CONTRACTOR'S STAGING AREA AND AROUND ALL CONSTRUCTION SITES.
- WHERE REMOVAL OF CONCRETE WALKS, MONSTERS, CURBS AND GUTTERS IS REQUIRED BY THE EXECUTION OF THIS CONTRACT, REMOVE THE CONCRETE WORK TO THE NEAREST EXISTING EXPANSION OR CONTROL JOINT (SAWCUT IF REQUIRED). CURBS AND GUTTERS MAY BE REMOVED IN MINIMUM LENGTHS OF 6' IF THE DISTANCE BETWEEN EXISTING JOINTS IS 12' OR MORE. REPLACE REMOVED WORK WITH REINFORCED CONCRETE TO MATCH ADJACENT EXISTING WORK IN PROFILE, JOINT LAYOUT AND FINISH. SEE SHEET A004 FOR SIMILAR DETAILS AND REINFORCING REQUIREMENTS. DOWEL NEW CONCRETE WORK INTO EXISTING PER DETAIL 1/A005.
- FOR GRATINGS OR STRAINERS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY OR IN P.O.T., THE MAXIMUM GRATE OR STRAINER OPENINGS SHALL NOT EXCEED 1/2" IN THE DIRECTION OF TRAFFIC FLOW

**SITE PLAN LEGEND**

- NEW BUILDINGS
- ACCESSIBLE RESTROOMS (SEE SHEET A303)
- G=GIRLS U=UNISEX STUDENT/STAFF
- B=BOYS M=MAENS
- S=STAFF W=WOMENS
- CONCRETE PAVING. SEE CIVIL DRAWINGS
- ASPHALT CONCRETE PAVING. SEE CIVIL DRAWINGS
- LANDSCAPE AND IRRIGATION. SEE LANDSCAPE DRAWINGS
- 8" TALL ORNAMENTAL TUBE STEEL FENCE CONTRACTOR TO PROVIDE AND INSTALL FOOTING, POSTS, RAILS, AND ALL ACCESSORIES AS REQUIRED, U.N.O. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FENCE DETAILS 16/A005
- 8" TALL ORNAMENTAL TUBE STEEL FENCE CONTRACTOR TO PROVIDE AND INSTALL FOOTING, POSTS, RAILS, AND ALL ACCESSORIES AS REQUIRED, U.N.O. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND FENCE DETAILS 16/A005
- "PATH OF TRAVEL" (P.O.T.) (P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAX. SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM AND SMOOTH. CROSS SLOPE DOES NOT EXCEED 2% AND THE SLOPE IN THE DIRECTION OF TRAVEL DOES NOT EXCEED 3%, UNLESS OTHERWISE NOTED. (P.O.T) SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (1133B.6.2) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE AND LESS THAN 80" (1133B.6.5). THE INDICATED PATH OF TRAVEL HAVE BEEN REMOVED OR WILL BE REMOVED UNDER THIS PROJECT, AND PATH OF TRAVEL COMPLETES WITH CBC 1133B.\*





**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**Board Meeting**

**TITLE:**                   **Authorization to Renew Contract between Santa Ana Unified School District and Northwest Evaluation Association (NWEA) for Access and Supports to NWEA’s Measures of Academic Progress Assessments for the Period of July 1, 2015 Through June 30, 2016**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Tran Keys, Ph.D., Executive Director of Research and Evaluation**

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval to renew the contract between Santa Ana Unified School District and Northwest Evaluation Association (NWEA) for access and supports to NWEA’s Measures of Academic Progress (MAP) assessments for the period of July 1, 2015 through June 30, 2016.

**RATIONALE:**

MAP is a computerized and adaptive assessment that measures academic growth in reading and math. The results are individualized and unique for each student; detailed and accurate information about a student’s growth. It provides students with information needed to achieve learning goals.

This contract renewal will further support the District’s LCAP goal: 1.2 “Implement progress monitoring (growth) assessments for all academic programs. Engage professional learning opportunities to promote a growth mindset. Support the review of grading practices and establishing of common criteria.”

**FUNDING:**

General Fund: \$534,920.00

**RECOMMENDATION:**

Authorize staff to renew contract between Santa Ana Unified School District and Northwest Evaluation Association (NWEA) for access and supports to NWEA’s Measures of Academic Progress (MAP) assessments for the Period of July 1, 2015 through June 30, 2016

DH:TK:lr

**THIS MASTER SUBSCRIPTION AGREEMENT** (this “Subscription”) is entered into and effective as of the earlier of: i) the date Subscriber clicks “accept” via NWEA’s Online Account Renewal Process; or ii) the date Subscriber signs a Schedule A (“Effective Date”). This Subscription is by and between **NORTHWEST EVALUATION ASSOCIATION**, an Oregon nonprofit corporation (“NWEA”), and the school or school district or other similar entity described in NWEA’s Online Account Renewal Process and confirmation page or the Schedule A (“Subscriber”). The term “Subscriber” shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district. By clicking “accept” and/or signing the Schedule A Subscriber confirms that Subscriber has read and accepts this Subscription.

NWEA provides certain assessments, reporting, scoring, Software, professional development, and other services, (collectively, the “Services”). Specific Services agreed to by Subscriber will be set forth in one or more applicable order schedules or other order documents (collectively referred to herein as the (“Schedule(s)”). The parties further agree as follows:

**1. Subscription.** Subscriber affirms its subscription to the Services for the term specified in the Schedule(s) (the “Term”). Schedule(s) may be provided as a separate attachment to the same email that this Subscription is sent from. In connection with this Subscription, NWEA will grant to Subscriber a limited license to use certain software (“Software”) that implement the delivery of the Services. If Subscriber is renewing through NWEA’s Online Account Renewal Process, Subscriber shall receive a confirmation page listing the Services renewed and Services added (if any) instead of a new Schedule. For the purposes of this Subscription, such confirmation page shall serve as Subscriber’s Schedule.

**2. Definition.** The Services include during the Term: (a) access to certain assessments set forth in the Schedule(s); (b) test items including, images, text, graphs, charts, pictures (“Content”); (c) professional development offerings set forth in the Schedules(s) (d) reports, Learning Continuum, and scoring (“Reporting”). Documentation is made available to Subscribers by NWEA (“Documentation”). The Software consists of (i) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (ii) NWEA software that supports client server assessments and (iii) any other software set forth in the supplemental terms as applicable. Supplemental terms for these products and services may be found here <http://info.nwea.org/supplementalterms.html>

**3. Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, display, and install or download a copy, as needed, of the Software for Subscriber’s internal use only to gain access to the Services during the Term. This Subscription extends only to the quantity of students indicated on Schedule(s). For MAP® assessments, this Subscription is limited to a maximum of three test events and one summer test administration for each student per academic year, except for MAP for Primary Grades Skills Checklist which can be administered without such calendar year limitation. In addition, there is no limitation on the number of administrations of Skills Pointer, Skills Navigator and/or Children’s Progress Academic Assessment per calendar year.

**4. Protection from Unauthorized Use or Access.** Subscriber shall not: (a) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services and Software; (b) exploit for any commercial purposes any portion of the Services and Software, in particular the Content and Reporting or permit use of the Services and Software by anyone not employed or in contract with Subscriber; (c) remove any proprietary notices or labels on the Services and Software; (d) use the Services and Software in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Content or other work protected by the copyright laws of any jurisdiction. Subscriber shall use secure measures to prevent unauthorized use (e.g., copying test items) by their end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services and Software. Subscriber will deactivate and remove from any equipment under its control any prior versions of Services.

**5. Ownership.** The Services and Software are owned by NWEA and are copyrighted and offered through this Subscription to Subscriber, except certain Software is sublicensed from a NWEA supplier. All right, title, and interest in the Services and Documentation and all copies, and all updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The Service, Documentation, and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA’s trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber hereby grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

**6. Confidential Information.** Subscriber acknowledges that all Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates enhancements, modifications, and improvements are proprietary and confidential and contain trade secrets (collectively, “NWEA Confidential Information”), and Subscriber shall respect such confidentiality, and shall keep the Confidential Information strictly confidential. Subscriber shall not use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose Confidential Information to Subscriber’s employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. Both NWEA and Subscriber acknowledge

that this obligation survives the termination of this Subscription.

## **7. Student Information.**

**7.1 Student Information Generally.** Subscriber shall have in place a policy to address student educational information (“Student Information”) and the necessary parental and guardian consents for NWEA to provide Services to Subscriber under this Subscription. NWEA and Subscriber acknowledge that NWEA may have access to Subscriber’s Student Information and Subscriber has obtained any necessary parental or guardian consent. NWEA shall respect such confidentiality and implement policies and practices to keep such information confidential. Except as permitted under this Subscription, NWEA shall not disclose any Student Information regarding Subscriber’s students or their families that NWEA learns or obtains during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event is NWEA liable for any disclosure of Student Information. Subscriber is solely responsible for configuring roles based access to Student Information within the Services and for ensuring the security and availability of Subscriber’s own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the Services and Software, email, and other transmissions. Subscriber acknowledges that its designated Systems Administrator controls the access and security points of the Services and Software and may designate additional administrators with similar privileges. Subscriber grants permission to NWEA to transfer Student Information for the sole purpose of maintaining, supporting and troubleshooting the Services to its contractors that have executed confidentiality agreements.

**7.2 Subscriber’s Ownership of Student Information.** Student Information (excluding Assessment Data as defined in Section 18) is and will remain the property of Subscriber and under Subscriber’s control. NWEA may itself, through its own employees or its contractors, maintain and use Assessment Data to conduct assessment and research activities for the collective benefit of multiple Subscribers.

**8. FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) for the primary purpose of providing assessment and research services pursuant to this Subscription, which may include longitudinal studies, alignment studies, norming studies. Personally identifiable information (“PII”) derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of the student records in question. If NWEA receives a request from a parent or guardian challenging the content of student records maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous Student Information and associated educational records as directed by Subscriber in writing.

**9. Authorizations.** As part of this Subscription, Subscriber authorizes NWEA to perform the following actions:

**9.1 GRD Authorization.** NWEA may include Student Information in its secure Growth Research Database (“GRD”) to provide Services to Subscriber. With inclusion of Student Information in the GRD, as part of the Services, Subscriber will have access to results of norming studies and alignment studies and the ability to order virtual comparison group and longitudinal reports, and other research reports from the GRD that may require nominal additional fees. NWEA will handle all such data in a manner that protects student anonymity.

**9.2 Duration of GRD Authorization.** The authorization for use of Student Information pursuant to this Subscription and for legitimate educational research is effective from the date when Subscriber first subscribed to the Services or commences use of the Services or Software, whichever is sooner. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription survive the termination or expiration of this Subscription and any renewals. As described in Section 18, NWEA will maintain Student Information derived under this Subscription, allowing Subscriber to continue to access Reporting and research services and to validate the authenticity of data in such Reporting generated prior to termination. NWEA will not use Student Information for commercial or advertising purposes.

**9.3 GRD Opt Out.** Should Subscriber decline to authorize PII in the GRD and upon receipt of Subscriber’s request in Section 9.2, NWEA will deidentify Student Information in the GRD and will not be able to offer Subscriber the ability to order virtual comparison group or longitudinal reports and other custom research reports due to the inability to accurately link student data. To elect this option, Subscriber must send an email to [legalservices@nwea.org](mailto:legalservices@nwea.org) with the following information: (i) your name, title and contact information; (ii) the name of your school or entity; (iii) request removal of PII from the GRD; and (iv) an acknowledgment that you are duly authorized and have legal capacity to execute this request for your respective party.

**9.4 Requests for Redislosure of Student Information.** NWEA shall use commercially reasonable efforts to provide notification to Subscriber of any written third party requests to NWEA for redisclosures of Student Information from Subscriber. From time to time, NWEA receives such requests from state educational agencies and their designated vendors to redisclose Student Information for evaluation, audit and educational purposes. After receipt of a state educational agency request, NWEA shall provide email notification to Subscriber, identifying the third party making such requests for redisclosure and identifying the nature of such redisclosure requests. Such notification to the Subscriber is also for the purposes of providing Subscriber an ability to create and maintain a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. Subsequent to NWEA’s email notification to Subscriber, NWEA reserves the right to promptly respond to such requests for redisclosures. By signing this Subscription and/or clicking “accept” via NWEA’s, Subscriber explicitly consents to such redisclosures by NWEA to states education agencies and their designated vendors for the purposes set forth under this Section 9.4. Subscriber

acknowledges and agrees that any such redisclosures of Student Information to the requesting state education agencies and their designated vendors are in accordance with and subject to the limitations set forth in 34 CFR 99.31 for redisclosures of Student Information without the prior written consent of parent or eligible student. Subscriber further acknowledges and agrees that any such redisclosures of Student Information to the requesting state education agencies and their designated vendors are in accordance with 34 CFR 99.35(a)(1) permitting certain authorized representatives access to Student Information in connection with the audit or evaluation of state supported educational programs or for enforcement or compliance purposes. Subscriber agrees to indemnify NWEA in accordance with Section 25 of this Subscription for any consequences which may result from NWEA's redisclosure of Student Information to state educational agencies and their designated vendors for the purposes set forth in this Section 9.4. Subscriber shall authorize NWEA to enter into any required Agreements with the third party organizations on its behalf as may be necessary under FERPA or its accompanying regulations to facilitate the redisclosure of Student Information, including but not limited to redisclosures under 34 CFR 99.35 (a)(2) and 34 CFR 99.31(a)(6)(i)(C).

**10. Subscriber Information.** Subscriber hereby permits NWEA to use information regarding its schools or district (other than PII) to perform its obligations hereunder and to include such information for research, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission survives termination or expiration of this Subscription.

**11. Privacy and Breach - Notification.** Subject to the limitations of warranty set forth in Section 21 of the Subscription, within NWEA's sole discretion and to the extent commercially reasonable, NWEA shall maintain the necessary and appropriate privacy and data security controls to secure Student Information. NWEA shall maintain commercially reasonable policies and procedures for the designation and training of responsible staff members to ensure the security and confidentiality of Student Information. NWEA shall maintain an incident response program that specifies the actions to be taken when NWEA detects unauthorized acquisition or use of its information systems. As part of such response programs, NWEA shall notify the Subscriber by email or telephone without unreasonable delay, after confirmation of a breach of its security related to computer systems which contain Student Information. For the purposes of this Subscription, a breach means actual evidence of the unauthorized acquisition to or unauthorized use of Student Information ("Breach"). In the event of a Breach, Subscriber shall cooperate fully with NWEA to ensure NWEA can comply with any notification obligations NWEA may have to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by NWEA may be required under applicable law.

**12. Protection.** The Services may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices.

**13. Fees and Taxes.** Subscriber shall pay the Subscription fees set forth on the applicable Schedule during the Term and any renewal terms. Subscriber is solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.

**14. Billing and Payment.** Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at [accountsreceivable@nwea.org](mailto:accountsreceivable@nwea.org) for wire transfer instructions. If Subscriber overestimated the number of students tested, NWEA is not obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber shall pay the variance within 30 days of the amended invoice date.

**15. Amendments and Renewals.** Future fees associated with adjustments, including but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber's issuance of a (a) purchase order, (b) written authorization or confirmation via NWEA's Online Account Renewal Process, (c) submission of a roster, (d) initiation of testing, or (e) payment of any Subscription renewal or Subscription expansion invoice constitute acceptance of the amended Subscription scope and price. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Subscription are not binding unless NWEA expressly assents to such terms in writing. Such Subscription renewals and expansions are governed by this Subscription (including all NWEA order forms). The conditions of payment described in Sections 13 and 14 apply to all subscription renewals and expansions. Subscriber shall make all payments under this Subscription to NWEA.

**16. Professional Development.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to Web-based or Client Server MAP) and pricing is set forth in Schedule(s). Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training before testing begins. If Subscriber experiences staff turnover that affects the administration of the Services, Subscriber shall notify NWEA within 30 days after the staffing change. NWEA may require Subscriber to send the new staff to introductory NWEA product training. NWEA recommends, but does not require, subsequent ongoing professional development workshops.

**17. Publicity.** Subscriber consents to NWEA's use and/or references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

**18. Termination and Remedies.** This Subscription automatically renews at the end of the Term, unless Subscriber provides 30 days written notice to NWEA before the end of the applicable Term. Either party may terminate this Subscription for convenience with thirty

(30) days written notice. This Subscription may be terminated immediately without prior notice to Subscriber upon Subscriber's breach of this Subscription and license. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services and related services. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the Reporting unless Subscriber notifies NWEA in writing to destroy PII in the Student Information. Subscriber acknowledges that NWEA will retain use of deidentified Student Information, assessment data and results, and other metadata including, but not limited to, testing response times, scores (goals, RIT, overall RIT etc.), responses, item parameters and item sequences that result from the Services and Software (collectively "Assessment Data") for research and improvement of products and services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including without limitation, injunctive relief and specific performance. Sections 5-11, 17, 18, and 21-26 survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

**19. Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services. If this Subscription is for Client Server MAP, Subscriber shall provide student and class information in a Class Roster File ("CRF") for each test window in the approved format as described in the CRF template. Subscriber shall submit the CRF during the time period that is posted on NWEA's website and before Subscriber's first day of testing. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the quality of the data rostered by Subscriber.

**20. Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that will affect Subscriber's ability to upload or download student or test data, to access Reporting, or to interact with any of NWEA's websites. The ability to test during the scheduled maintenance periods shall not be affected for Client Server MAP Subscribers. NWEA will provide Subscriber with notice regarding regularly scheduled maintenance. Notwithstanding the foregoing, NWEA may perform emergency maintenance at any time without any advance notice to Subscriber.

**21. Limited Warranty.** NWEA warrants to Subscriber that the MAP assessment system, and/or Skills Pointer, and/or Skills Navigator and/or Children's Progress Academic Assessment (whichever assessment system is included in the applicable Schedule(s), defined as "Assessment System" for the purposes of this Section 21) when properly installed and used, will perform substantially as represented in the Documentation. The Assessment System may include open source software components. This limited warranty is void if the failure of the Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; or (c) accident, abuse, misapplication, or use by Subscriber of the Assessment System other than as described in the Documentation provided by NWEA. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the Assessment System meets Subscriber's requirements or will be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Assessment System. NWEA assumes no responsibility for the operating environment or for Subscriber's security programs in which the Assessment System functions. NWEA will, at its sole option, either replace or, with its commercial reasonable efforts, correct the Assessment System that fails to perform substantially in accordance with the Documentation for the Assessment System or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its commercial reasonable efforts, NWEA shall, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid for licensing the Assessment System on a prorated basis and cancel the license granted in this Subscription.

**22. Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 21, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SERVICES SHALL BE ERROR-FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH SUBSCRIBER, INCLUDING BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

**23. Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS SHALL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

**24. Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS



**OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE SERVICES DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.**

## **25. Indemnification**

25.1 **By Subscriber**. Subject to applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (1) any breach of Sections 6, 7, 9 or 11 (2) any use of the Services and Software or (3) any other breach of this Subscription by Subscriber or any of its employees and agents.

25.2 **By NWEA**. Subject to Section 24, NWEA shall (i) defend Subscriber against any claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense or settlement. Subscriber agrees to provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (i) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (ii) the combination or use of Assessment System with non-NWEA information, data, or materials (other than as contemplated under this Agreement); (iii) modification of the Assessment System other than as contemplated by this Agreement; or (iv) use of NWEA's trademark(s) without express written permission. If NWEA receives information about a claim under this Section related to the Assessment System, NWEA may do any of the following, at our expense and without obligation to do so: (i) procure the right to continue its use; (ii) replace it with a functional equivalent; (iii) modify it to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this Section 25.2 obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees or agents.

## **26. Miscellaneous**

26.1 **Force Majeure**. Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

26.2 **Waiver and Severability**. Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Subscription. If any part of this Subscription is held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Subscription nevertheless remain in full force and effect.

26.3 **No Third Party Beneficiaries**. The parties do not intend to confer any right or remedy on any third party.

26.4 **Survival**. All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription do so.

26.5 **Entire Agreement; Order of Precedence**. This Subscription (including any applicable supplemental terms based on Subscriber's Services which are incorporated into this Subscription) contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription. If there is a conflict among any of the terms of this Subscription, the parties intend that it be resolved by giving precedence to Subscription documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental terms relevant to Services Subscriber subscribes or subscribed to; (ii) this Subscription without any Schedules; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

26.6 **Assignment**. Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

26.7 **Binding**. This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

26.8 **Merger and Successors in Interest of NWEA**. In the event of a merger between NWEA and any third party, any such newly formed entity created as a result of such merger shall continue to maintain the Student Information and any PII subject to this Subscription provided the newly formed entity is subject to the terms and conditions as set forth under the Subscription. In the event of a sale of NWEA to any third party, any successor in interest of NWEA shall continue to maintain the Student Information and any PII



subject to this Subscription provided the successor in interest of NWEA is subject to the terms and conditions as set forth under the Subscription. \_

26.9 **Representation of Signatories.** Each person “accepting” this Subscription or signing the Schedule A to this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.

26.10 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 26.10.

**Address for Notices to NWEA:**

Northwest Evaluation Association

121 NW Everett Street

Portland, OR 97209

Email: [legalservices@nwea.org](mailto:legalservices@nwea.org)

**Address for Notices to Subscriber shall be sent to the address on file with NWEA.**

26.11 **Controlling Law and Venue.** The parties intend that this Subscription be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and does not apply to this Subscription. Any litigation arising out of this Subscription must be conducted in courts located in Multnomah County, Oregon.

26.12 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

26.13 **Counterparts.** This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

26.14 **Vendor Status and Independent Contractor.** The Services is provided by NWEA within its normal business operations and is operated in a competitive environment. The Services offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber’s employees. Nothing contained in this Subscription shall create or imply an agency relationship, joint venture or partnership between the parties.

Last Updated: May 4, 2015

MSA HTML 2015

## Schedule A

<b>Bill To</b> Partner ID: 10730 Santa Ana Unified School District Accounts Payable 1601 E CHESTNUT AVE Santa Ana, CA 92701 USA	<b>Sold To</b> Partner ID: 10730 Santa Ana Unified School District Accounts Payable 1601 E CHESTNUT AVE Santa Ana, CA 92701 USA
<b>Quote Number:</b> Q025817 <b>Quote Date:</b> 04/23/2015	<b>Start Date:</b> 07/01/2015 <b>End Date:</b> 06/30/2016 <b>Term:</b>

PRODUCT NAME	QUANTITY	LIST PRICE	DISCOUNT %	TOTAL
Single Subject Web-Based Measures of Academic Progress (MAP)	33948.0	\$13.50	18.52% (\$11.00)	\$373,428.00
Web-Based MAP for Primary Grades	13863.0	\$13.50	18.52% (\$11.00)	\$152,493.00
Onsite Data Coaching Workshops	2.0	\$4,500.00	0	\$9,000.00
			<b>GRAND TOTAL</b>	\$534,920.00

**NWEA can also provide site-level, full day workshops at the discounted rate of \$3,200.00 per day.**

This Schedule A is subject to NWEA's terms and conditions located at: <http://info.nwea.org/mastersubscriptionagreement.html>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

A copy of NWEA's W9 can be found here: <http://info.nwea.org/W9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above.

Please print, scan, sign and send back this Schedule A, along with your Purchase Order or Letter of Intent, to [Business.Operations@nwea.org](mailto:Business.Operations@nwea.org) or fax to 503 639-7873. NWEA is unable to accept digital or electronic signatures at this time.

Signature:	Printed Name:
Date:	Title:

**AGENDA ITEM BACK-UP SHEET**

June 23, 2015

**Board Meeting**

**TITLE:** Authorization to Utilize Wiseburn School District Bid Package #2 Contract Awarded to KYA Services, LLC for Purchase of Synthetic Turf and Sports Flooring for Santa Ana Public Schools Sports Complex and Segerstrom High School

**ITEM:** Action

**SUBMITTED BY:** Todd Butcher, Director, Construction

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

**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board authorization to utilize Wiseburn School District Bid Package #2 contract awarded to KYA Services, LLC for the purchase of the synthetic turf and sports flooring for the remaining fields at Santa Ana Public Schools Sports Complex and Segerstrom High School. Legal counsel has reviewed and approved the use of this contract. On January 27, 2015, the Board approved the use of this piggy back for the two football fields currently under construction.

**RATIONALE:**

On May 22, 2014, the Wiseburn School District entered into a contract with KYA Services LLC, which grants local government agencies the ability to purchase synthetic turf and sports flooring.

The District can, without going to bid, utilize such contracts pursuant to California Public Contract Code Sections 10298 and 20118. The contract prices offered by KYA Services, LLC have been assessed to be fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to KYA Services, LLC.

**FUNDING:**

Capital Outlay Projects:	\$ 1,350,000.00	Sports Complex
	<u>\$ 750,000.00</u>	Segerstrom HS
	\$ 2,100,000.00	

**RECOMMENDATION:**

Authorize staff to utilize Wiseburn School District Bid Package #2 contract awarded to KYA Services, LLC for the purchase of synthetic turf and sports flooring for Santa Ana Public Schools Sports Complex and Segerstrom High School.

TB:rb

**AGENDA ITEM BACKUP SHEET**  
**June 23, 2015**

**BOARD MEETING**

**TITLE:**                   **Approval of Revised Job Description: Senior Programmer Analyst**

**ITEM:**                   **Action**

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

**PREPARED BY:**   **Ricardo Enz, Director, Technology Innovation Services**

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**BACKGROUND INFORMATION:**

The purpose of this agenda item is to seek Board approval of the revised job description: Senior Programmer Analyst to Software Engineer. This classified position will report to the Director of Technology Innovation Services. The Software Engineer will participate in the design, programming, testing, implementation, and maintenance of information systems centered on the financial and human capital Enterprise Records Program (ERP). This position supports development work related to ERP infrastructure that can advance multiple strategic initiatives.

The District currently utilizes outside consultant(s) to provide this service, however, with the revision of this position it will allow the District to recruit individuals to provide this service with internal staff reducing the utilization of outside consultants. The cost of these consultants is within the current budget and those budgets would be reduced if successful candidates are recruited. The consultant budget is sufficient to cover the cost of at least three (3) of these full-time positions which are necessary due to the workload and enhancements required to comply with new regulations and requirements and enhance business operations and efficiencies.

The District has met with CSEA leadership regarding this job description revision on the following dates: April 14, 2015; April 28, 2015; and May 5, 2015. The revised job description was approved by the CSEA 610 process on June 10, 2015.

The revised job description is attached.

**RATIONALE:**

The Software Engineer is tasked to develop (design and program), maintain, and troubleshoot database reports, data interfaces between the ERP and other systems (in house or cloud), and other programmed tools that interface with financial and human capital data. This expertise has required the District to obtain service from outside consultants paying market rate. The creation of an in-house position is designed to potentially reduce, but not eliminate, the need for consultants with the design to begin the implementation of a cross-training program to enhance the output and support from existing staff.

Funding for this position is within the current district budget and the District will save funds by reducing a contract with an outside consultant that provides technical programming support to

Technology Innovation Services. After revising this current job description, the District will begin to actively recruit Software Engineers while simultaneously utilizing consultants. As the District is successful in recruiting Software Engineers, the budget for consultants will be reduced in direct proportion to the number of Software Engineers that can be successfully recruited and retained (up to three (3) positions) which will remain within the current budget and not increase expenses. In reviewing the qualifications, expectations and requirements for this position, a salary comparison was conducted. Surrounding Districts do not have an IT position at the Engineering level, however, the top IT positions in surrounding Orange County school districts range from \$6,463 to \$8,471 monthly. SAUSD's Software Engineer position is placed at the high end of the classified salary schedule to attract, recruit, and retain highly qualified personnel.

**FUNDING:**

General Funding: Classified Salary Schedule: Grade 62 \$8,028 - \$10,237 (monthly)

**RECOMMENDATION:**

Approve the revised job description of Senior Programmer Analyst to Software Engineer.



MAM:RE:nr



## SANTA ANA UNIFIED SCHOOL DISTRICT

### SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST

#### JOB SUMMARY BASIC FUNCTION:

Under direction of the Director of ~~Information~~ Technology **Innovation Services**, participate in **design, programming, testing, implementation, and maintenance of information systems centered on the financial and human capital Enterprise Resource Planning (ERP)**. This position supports development work related to the ERP infrastructure that can advance **multiple strategic initiatives**; ~~plan and conduct studies typically of long duration with major impact to analyze and define systems and programs for a wide variety of electronic data processing applications~~; provide work direction and guidance to ~~other~~ programmer analysts and data processing business analysts personnel.

#### DISTINGUISHING CHARACTERISTICS:

With advanced functional design, development, and maintenance experience, primarily in the web, middleware, and enterprise Java technology space, you will work to deliver a variety of solutions, especially the integration of core enterprise systems with cloud-based SaaS solutions. You should have a solid functional understanding of domain modeling, relational data, transactional persistence, and web-based technologies. As an experienced engineer, you should be able to grasp the benefits of iterative development, unit testing, version control, issue tracking and continuous integration, and help lead these successful practices within the development team.

Incumbents in this classification perform systems design projects of broad scope with major impact on school or District programs. ~~The Senior Programmer Analyst classification includes incumbents who deal directly with users from the point of documenting and understanding an issue or problem through the stages of program design, test and implementation.~~ Incumbents are assigned difficult and complex projects and work independently or as the leader of a small project group.

#### REPRESENTATIVE DUTIES:

- **Provide information technology leadership to support instructional, student services, administrative, and operational programs and services district wide. E**
- **Foster collaboration across functional areas to identify, develop and promote superior information technology solutions to improve the excellence and continuity of District-wide programs and services to ensure student access and success. E**
- **Provide exceptional customer service and end-user support for application systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. E**

## **SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST (CONTINUED)**

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

- **Analyzes, designs, programs, tests, installs, documents, and maintains computer application programs which have a moderate degree of complexity. E**
- **Develop, maintain, and troubleshoot database reports, data interfaces between ERP and other systems (in house or cloud), and other programmed tools that interface with financial and human capital data. E**
- **Collaborate with technical team members and functional members on projects.**
- **Brainstorm with team on how to technically approach a new project or situation Maintain and troubleshoot legacy systems. E**
- **APEX administration (creating new workspaces, users) and security (maintain scripts, troubleshoot security issues). E**
- **Assure integrity of ERP data and reports by researching and resolving data integrity issues. E**
- **Analyze requests; clarify written requests; determine appropriate programming tool for best results and efficiency; schedule and attend follow-up meetings with users to clarify instructions as needed. E**
- **Assess code changes from functional technical users, place in testing and move to production on a weekly basis. E**
- **Coordinate with administrative staff in the designing, coding, testing and installation of new data entry, reporting and utility applications. E**
- **Creatively design, develop, test, and deploy new software and services. E**
- **Serve as the product manager for integration. Lead a team of programmer analysts and business analysts to integrate new software and services with those existing, particularly with Identity and Access Management, Oracle Enterprise systems, and Cloud offerings using the Enterprise Service Business. E**
- **Mentor and coach programmer analysts and business analysts. E**
- **Encourage and perform development disciplines and practices, including documentation, issue tracking, design/code reviews, and unit and functional testing, creating policy as needed. E**

## SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST (CONTINUED)

### REPRESENTATIVE DUTIES: (continued)

- **Provide input to senior management for performance evaluations, having visibility as to the effectiveness of technical staff in team settings. E**
- **Perform data analysis and database design activities as part of development. E**
- **Assume internal project/product management role and/or task management. E**
- **Learn new technologies in support of the disciplines described above, as well as emerging integration patterns and DevOps models for operational efficiency, availability, and performance. E**
- ~~Coordinate the activities of the Information Technology Center (ITC) with users, via telephone, in service meetings and visits. E~~
- ~~Code programs, design on-line screens, write documentation for user and operations, test programs thoroughly and implement new systems for those involved.~~
- ~~Analyze scope and progress; report progress periodically; estimate time and make presentations to the Director. E~~
- ~~Assist other data processing personnel with program and operational problems; repair files, diagnose reason for problems and assist as necessary to communicate the technical content of programs. E~~
- ~~Represent the ITC at meetings with District administrators to plan and coordinate new systems or projects in business and student systems. E~~
- **Act as a project leader on new applications of substantial scope and impact. E**
- **Design forms, coordinate with vendors and users; develop a timetable for delivery and assist in implementation of new and revised programs. E**
- **Maintain existing programs and documentation. E**
- **Meet with user groups to express systems concept design orally or in writing and estimate project completion timelines. E**
- ~~Assist with user implementation of data processing systems; provide training as necessary to assure smooth implementation. E~~
- ~~Prepare flow charts and prepare test data, analyzing test results. E~~



## **SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST (CONTINUED)**

### REPRESENTATIVE DUTIES: (continued)

- Assist in equipment review and evaluation.
- Perform related duties as assigned.

### KNOWLEDGE AND ABILITIES:

#### Knowledge of:

- **Skillful in developing alternative solutions.**
- **Displays willingness to make decisions; exhibits sound and accurate judgment.**
- **Possess excellent organizational and problem solving skills.**
- **Experience with Java and NET.**
- **Knowledge of other languages is a plus.**
- **Knowledge of Structured Query Language (SQL) (PL-SQL preferred).**
- **Experience in developing reports.**
- **Demonstrated ability to multitask and manage in a dynamic, changing environment.**
- **Demonstrated ability to effectively communicate one-on-one, and in small groups.**
- **Proficient in word-processing and presentation software, internet, and e-mail.**
- **Demonstrated ability to work with a diverse group of individuals.**
- **Demonstrated ability to work as a team player, and collaborate with colleagues.**
- **Effective verbal, written, and listening communication skills.**
- **Working knowledge of a variety of tools including Oracle APEX, SQL\*Plus, Pro\*C, PL/SQL, Oracle Forms, Oracle Fast Formulas, various DBMS tools/utilities such as DBMS Scheduler/Job, SSIS, and various enterprise ETL tools.**
- **SQL performance issues and tuning tools.**
- **LINUX knowledge applicable to application development.**
- **Oracle ERP database and table structures.**
- **Knowledge of Java, Objective C, and C # is desirable.**
- **Working knowledge of web application architecture, principles, and protocols.**
- **Principles and methods of systems analysis, computer programming, block diagraming and flow charting.**
- **Electronic computer operations and machine capabilities.**
- **Techniques of general and detailed procedure analysis.**
- **Detailed program coding and testing on the electronic computer.**
- **District organization, operations and objectives.**

## **SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST (CONTINUED)**

### KNOWLEDGE AND ABILITIES: (continued)

#### Knowledge of: (continued)

- ~~• Oral and written communications skills.~~
- Applicable sections of State Education Codes.
- Technical aspects of field specialty.
- Community and city.

#### Ability to:

- **Demonstrate communication skills, problem-solving skills, and organizational skills.**
- **Ability to take direction, handle a busy workload, work independently and collaboratively.**
- **Interpersonal skills using tact, patience, and courtesy.**
- **Communicate effectively orally and in writing, with special emphasis on the ability to effectively convey technical information to non-technical personnel.**
- **Maintain complex records and be able to prepare complete and concise reports.**
- **Time management skills and the ability to handle multiple projects requiring independent execution.**
- **Understand and carry out oral and written directions; work under pressure and deadlines.**
- **Establish and maintain effective and productive working relationships within a diverse and multicultural environment.**
- **Establish and maintain an effective customer service orientation towards all persons contacted during the course of job performance.**
- Develop Edit complex system coding.
- Prepare clear and logical reports and program documentation.
- Establish and maintain effective working relationships with administrative officials, instructors and employees.
- Meet schedules and time lines.
- ~~• Communicate effectively both orally and in writing.~~
- Perform the essential functions of the job.

### EDUCATION AND EXPERIENCE:

- **Bachelors of Science in Computer Science or related Information Technology field required.**
- **Java and Oracle PL/SQL related certifications are highly desirable.**
- **Certifications in relevant Java frameworks, are beneficial.**

## **SOFTWARE ENGINEER SENIOR PROGRAMMER ANALYST (CONTINUED)**

### EDUCATION AND EXPERIENCE: (continued)

- **Should have 7-9 years of programming experience with several of the following technologies and specifications working as part of a professional development team:**
  - **Java language and Object Oriented programming**
  - **JDBC, SQL, Java Persistence API, Object-Relational-Mapping Frameworks**
  - **JSP, Servlets, Tag Libraries, and Web Frameworks**
  - **HTML and JavaScript, JQuery and/or AJAX**
  - **XML, DTDs, XML Schemas, and XSLT**
  - **Version Control Systems, such as CVS or Subversion**
  - **Web Servers and Servlet Containers, such as Apache Web Server and Tomcat**
  - **Unit testing and continuous integration**
  - **UML Models, Use Cases, Sequence Diagrams**
  - **Integration Strategies and Technologies / ESB**
  - **IT Infrastructure and Web Operations (DevOps)**

~~Any combination equivalent to a Bachelor's degree and five years' experience in data processing systems or programming work, utilizing COBOL or other related languages.~~

### WORKING CONDITIONS:

#### ENVIRONMENT:

- Data processing environment
- Noise from equipment operations.

#### PHYSICAL ABILITIES:

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to view a computer monitor and read a variety of materials.
- Sitting for extended periods of time.
- Hearing and speaking accurately to exchange information.
- Lifting or moving objects, normally not exceeding thirty (30) pounds.

#### HAZARDS:

- Extended viewing of computer monitor.

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

Board Approved: (4/01) 5/01

**AGENDA ITEM BACKUP SHEET**

**June 23, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 1312.3 - Uniform Complaint Procedures (UCP)  
(Revised: Adoption)

**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 purpose of this agenda item is to seek Board adoption of the revised Board Policy (BP) 1312.3 – Uniform Complaint Procedures (UCP).

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:**

Adoption of revised Board Policy (BP) 1312.3 – Uniform Complaint Procedures (UCP)

A handwritten signature in black ink, appearing to be 'MAM', is written above the typed name.

MAM:NS:nr

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BP 1312.3(a)**

**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 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'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

BP 1312.3(b)

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)

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

BP 1312.3 (c)

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 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 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.)

BP 1312.3(d)

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:

#### 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

BP 1312.3(e)

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
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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 23, 2015**

**Board Meeting**

**TITLE:** Board Policy (BP) 0440 – District Technology Plan (New: Adoption)  
**ITEM:** Action  
**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 seek Board adoption of the 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:**

Adopt the new Board Policy 0440 – District Technology Plan.

DH:Al: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: (6-15)

Santa Ana, CA