

*Santa Ana Unified School District
Board of Education*

Board Meeting Agenda

**Tuesday, August 25, 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
AUGUST 25, 2015
6:00 PM

AGENDA

CALL TO ORDER

5:30 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 Government Code Section 54957:

PUBLIC EMPLOYEE APPOINTMENT: Assistant Principal, Carr Intermediate School

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

CONFERENCE WITH LABOR NEGOTIATOR:

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

The Board may exercise discretion to adjourn to Closed Session at any time during this meeting to instruct its representatives regarding negotiations with represented and unrepresented employees.

RECONVENE REGULAR MEETING AND REPORT ACTION TAKEN IN CLOSED SESSION THAT IS REQUIRED TO BE REPORTED OUT AT THIS MEETING.

RECONVENE REGULAR MEETING

6:00 P.M. MEETING

PLEDGE OF ALLEGIANCE

RECOGNITIONS / ACKNOWLEDGMENTS

- McFadden Intermediate School 8th Grade Student Vincent Tinajero, All-American Baseball Youth All Star
- Jet Propulsion Laboratory SpaceSHIP Summer-High School Internship Program Students
- UC Irvine Paul Merage School of Business and LIFEvest Financial Literacy Program

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 - July 28, 2015 and Special Board Meeting Minutes - July 30, 2015
- 1.2 Orange County Department of Education Fourth Quarterly Report on Williams Settlement Legislation for Fiscal Year 2014-15
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 – Gifts, Grants, and Bequests
- 1.4 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 – School-Sponsored Trips and Administrative Regulation (AR) 6153.1 – Extended School-Sponsored Trips
- 1.5 Approval of New High School Courses for 2015-16 School Year
- 1.6 Renewal of Agreement between Henry T. Nicholas Education Foundation DBA Nicholas Academic Center and Santa Ana Unified School District for 2015-18 School Years
- 1.7 Approval of Amendment Agreement between Agile Mind Inc. and Educational Services for 2015-16 School Year
- 1.8 Approval of Renewal Agreement with Capstone Publisher, Inc. dba Capstone Digital for 2015-16 School Year
- 1.9 Approval of Head Start Period Two Monitoring Corrective Action Plan

- 1.10 Approval of Transition Partnership Program (TPP) Amendment - Agreement with State of California Department of Rehabilitation (DOR) for 2015-16 School Year
- 1.11 Approval of Payment and Reimbursement of Costs Incurred for Related Services for Students with Disabilities for 2015-16 School Year
- 1.12 Approval of Listing of Agreements/Contracts with Various Consultants
- 1.13 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of July 15, 2015 through August 11, 2015
- 1.14 Ratification of Expenditure Summary and Warrant Listing for Period of July 15, 2015 through August 11, 2015
- 1.15 Acceptance of Extension for Nutrition Services/Nutrition Education Obesity Prevention Program Services Grant Award for 2015-16 School Year
- 1.16 Approval of School Meal Support to Santa Ana Nonpublic Schools through National School Lunch Program for the 2015-16 School Year
- 1.17 Approval to Increase Adult Meal Prices for 2015-16 Fiscal Year
- 1.18 Approval of Disposal of Used Vehicles
- 1.19 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI 1500515 RV
- 1.20 Approval of Clinical Affiliation Agreement with Azusa Pacific University School of Nursing for 2015-18 School Years
- 1.21 Approval of Student Field Placement Agreement with California State University, Long Beach for 2015-18 School Years
- 1.22 Acceptance of Memorandum of Understanding of Santa Ana Partnership Award for Innovation in Higher Education
- 1.23 Approval of Student Teacher, Intern, and/or Fieldwork Agreement with University of Redlands
- 1.24 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

- 1.25 Acknowledgement of Receipt of Material Revision of NOVA Academy Early College High School Charter Petition

Items removed from Consent Calendar for discussion and separate action:

PUBLIC HEARING

- Material Revision of NOVA Academy Early College High School Charter Petition

PRESENTATIONS

- Local Control Accountability Plan Progress Report
- Santa Ana Unified School District Community Facilities District 2004-1 2015 Special Tax Refunding Update

REGULAR AGENDA - ACTION ITEMS

- 2.0 Approve or Deny Material Revision of NOVA Academy Early College High School Charter Petition and if Approved Adopt Resolution No. 15/16-3077 Implementing that Action
- 3.0 Adoption of Resolution No. 15/16-3076 – Approving a Zoning Exemption for NOVA Academy Early College High School
- 4.0 Adoption of Resolution No. 2015/16-3075 – Authorization of Amendment 01 to California State Preschool Contract for 2015-16 Program Year
- 5.0 Approval of Suspension of California High School Exit Exam as a Graduation Requirement and Revision of Board Policy (BP) 6146.1 – Graduation Requirements - Senior High School
- 6.0 Approval of Agreement between Kagan Professional Development and Calvary Chapel Schools for September 3, 2015 through March 24, 2016
- 7.0 Approval of Agreement between Orange County Department of Education Division of Instructional Services: College and Career Readiness Partnership Network and Educational Services for August 26, 2015 through June 30, 2016
- 8.0 Approval of Agreement with Padres Unidos for 2015-16 School Year
- 9.0 Approval of Agreement with The Regents of University of California, The Center for Educational Partnerships for 2015-16 School Year

- 10.0 Approval of Consultant Agreement with Fiscal Crisis and Management Assistance Team for 2015-16 School Year
- 11.0 Renewal of Memorandum of Understanding for Special Schools Program with Orange County Department of Education for 2015-16 School Year
- 12.0 Authorization to Award a Contract for Purchase of Fresh Produce Products and Services to Sunrise Produce Company
- 13.0 Adoption of Resolution No. 15/16-3043 - Proclaiming September 15 through October 15, 2015 as National Hispanic Heritage Month

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) 5116.2 – Student Selection by Lottery (Revised: First Reading)

BOARD REPORTS

ADJOURNMENT

FUTURE MEETING - The next Regular Meeting of the Board of Education will be held on Tuesday, September 8, 2015, at 6:00 p.m.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: McFadden Intermediate School 8th Grade Student Vincent Tinajero, All-American Baseball Youth All Star

ITEM: Recognition

SUBMITTED BY: John Palacio, President, Board of Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize McFadden Intermediate School 8th grade student Vincent Tinajero, selected as an All-American Baseball Youth All-Star for his third year. Vincent represents All American Far West Region by United States Specialty Sports Association (USSSA).

RATIONALE:

Vincent Tinajero is the son of Sal Tinajero, who is currently a City Councilmember in Santa Ana. Vincent is one of the top 60 players in the country (and Santa Ana) representing the renowned and prestigious All-American Baseball Youth All-Stars in the USSSA.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize McFadden Intermediate School 8th Grade Student Vincent Tinajero, All-American Baseball Youth All Star.

RM/cg

AGENDA ITEM BACKUP SHEET

August 25, 2015

Board Meeting

TITLE: Jet Propulsion Laboratory SpaceSHIP Summer-High School Internship Program Students

ITEM: Recognition

SUBMITTED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Don Isbell, Director, Career Technical Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the Jet Propulsion Laboratory (JPL) SpaceSHIP summer-high school internship program students.

At its May 26, 2015, meeting, the Board approved the agreement between JPL, California Institute of Technology, and the District for this summer internship program.

RATIONALE:

Ten students were selected by JPL for this exclusive summer internship. The acknowledgement will showcase the students' in-depth experience in the world of high-tech engineering they received from the summer internship program.

This program supports LCAP goal 2.11 "Establish partnerships that ensure student success."

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: UC Irvine Paul Merage School of Business and LIFEvest
Financial Literacy Program

ITEM: Recognition

SUBMITTED BY: Cecilia Iglesias, Vice President, Board of Education

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to recognize the UC Irvine Paul Merage School of Business and the LIFEvest Financial Literacy program. They offer four dynamic MBA programs, plus Ph.D., specialty masters and undergraduate business degrees. They graduate business leaders with the exceptional ability to help grow their organizations through strategic innovation.

RATIONALE:

This program, inspired by members of the Center for Investment and Wealth Management, provides an academic foundation in money and investment management to deserving teens. Its mission is to instill in the students a continued desire to strengthen their understanding of financial matters and to inspire their confidence and success in all areas of life.

While the Merage School is relatively young, it has quickly grown to consistently rank among the top 10% of all AACSB-accredited programs through exceptional student recruitment and close relationships with both individual business executives and global corporations.

FUNDING:

Not Applicable

RECOMMENDATION:

Recognize the UC Irvine Paul Merage School of Business and LIFEvest Financial Literacy Program.

RM/cg

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

MINUTES

REGULAR MEETING
SANTA ANA BOARD OF EDUCATION

July 28, 2015

CALL TO ORDER

The meeting was called to order at 5:11 p.m. by Board President Palacio. Other members in attendance were Ms. Iglesias and Mr. Hernández.

CLOSED SESSION PRESENTATIONS

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

There were no individuals wishing to address the Board.

RECESS TO CLOSED SESSION

The Regular Board meeting was immediately recessed at 5:11 p.m. to consider anticipated litigation, existing litigation, personnel matters, and negotiations.

Ms. Amezcua arrived at 5:11 p.m. and Mr. Richardson arrived at 5:14 p.m.

Mr. Hernández left after Closed Session and was not in attendance at the Regular Open Meeting.

RECONVENE OPEN MEETING

The Regular Board meeting reconvened at 6:29 p.m.

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

PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance led by Board Vice President, Cecilia Iglesias.

REPORT OF ACTION TAKEN IN CLOSED SESSION

By a vote of 5-0, the Board took action to approve the Workers' Compensation Compromise & Release in the amount of \$40,000 for former classified employee, as named in Closed Session - Claim No. SUSJ-007996.

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

By a vote of 5-0, the Board took action to appoint Dr. Marisol Rexach to the position of Coordinator, Beginning Teacher Support and Assessment (BTSA) Induction Program.

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

By a vote of 4-0, the Board took action to appoint Dana Lewis Trucker Clark to the position of Principal, Community Day School.

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

By a vote of 4-0, the Board took action to appoint Chad Greendale to the position of Assistant Principal, Chavez High School.

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

RECOGNITIONS / ACKNOWLEDGMENTS

Retired Certificated Employee, Don Bass

Board Member Richardson recognized Don Bass for his significant level of support to SAUSD.

Turning Kids On Boxing Club

Board President Palacio and Board Vice President Iglesias recognized the TKO Boxing Club President John Raya and Mary Lara, Director for their contribution to SAUSD students. Jennifer Nava, Godinez Fundamental graduate was also recognized as the recipient of the Deputy Chief Bruce Carlson Scholarship.

Achievement Institute of Scientific Studies

Board Clerk Amezcua recognized AISS for the helping economically disadvantaged high school students gain a university education in the careers of Science, Technology, Engineering, and Mathematics (STEM).

Mike Kneale Educational Excellence in Leadership Award

Frank Ciraci, representative for Positive Learning recognized Superintendent Miller as an outstanding educational leader. Dr. Miller was presented with a Leadership Award and a \$5,000 check payable to SAUSD.

SUPERINTENDENT'S REPORT

Dr. Miller opened his report by mentioning SAUSD's participation at the 4th of July event at Centennial Park. He stated the District is preparing for the new school year. Dr. Miller concluded his report with appreciation to everyone who participated in the recognitions earlier in the evening.

PUBLIC PRESENTATIONS

Guadalupe Celedon, David Celedon, Ignacio Rios, and Bertin Camarillo addressed the Board related Joven Noble. Jeanette Zook and Jackie Medina addressed the Board related to a student tragedy. Marcela Rosas and Rosario Roman addressed the Board related to OCEAA Charter School.

1.0 APPROVAL OF CONSENT CALENDAR

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

- 1.14 Ratification of Additional Nursing Services with CareerStaff Unlimited, Inc., DBA ProCare One Nurses (ProCare), LLC for 2014-15 School Year

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

- 1.1 Approval of Regular Board Minutes - June 23, 2015 and Special Study Session Minutes - June 25, 2015
- 1.2 Summarized Data of Williams Settlement Fourth Quarterly Report
- 1.3 Acceptance of Gifts in Accordance with Board Policy 3290 - Gifts, Grants, and Bequests
- 1.4 Approval of Extended Field Trip(s) in Accordance with Board Policy (BP) 6153 - School- Sponsored Trips and Administrative Regulation (AR) 6153.1 - Extended School-Sponsored Trips
- 1.5 Approval of Listing of Agreements/Contracts with Various Consultants
- 1.6 Approval of Consultant Agreement between Kid Healthy/OneOC and Various District Elementary School Sites for September 1, 2015 through June 30, 2016
- 1.7 Authorization to Renew Agreement with Apex Learning for Digital Curriculum and Services for the 2015-16 School Year
- 1.8 Approval of Event Contract with Irvine Ranch Outdoor Education Center (IROEC) for Fostering Futures Adventure for August 19-20, 2015
- 1.9 Approval of Memorandum of Understanding with Girls Inc. of Orange County for the Courage, Strength, Integrity (CSI) Summer Academy for August 2015
- 1.10 Approval of Memorandum of Understanding with Kaiser Entities to Provide Influenza Vaccines for Students for 2015-16 School Year
- 1.11 Approval of Memorandum of Understanding with Orange County Department of Education, Safe Schools & Support Services for Courage, Strength, Integrity (CSI) Summer Academy for August 2015
- 1.12 Approval of Clinical Affiliation Agreement with California State University, Fullerton for Nursing Students for 2015-18 School Years
- 1.13 Approval of Professional Nursing Clinical Education Affiliation Agreement with Western Governors University

- 1.15 Approval of Speech and Language Pathology Standard Clinical Practice Agreement with California State University, San Marcos for 2015-2020 School Years
- 1.16 Ratification of Approval of Quality Rating and Improvement System Block Grant through Orange County Department of Education for Period of July 1, 2014 through November 30, 2015
- 1.17 Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District - File Numbers: LPD 1501050 JT and BEN 2015-16-1 CB
- 1.18 Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of June 10, 2015 through July 14, 2015
- 1.19 Ratification of Expenditure Summary and Warrant Listing for Period of June 10, 2015 through July 14, 2015
- 1.20 Adoption of Resolution No. 15/16-3070 - Establish Temporary Interfund Transfers
- 1.21 Adoption of Resolution No. 15/16-3071 - Revision of Authorized Signatories
- 1.22 Adoption of Resolution No. 15/16-3072 - Ratification Due to Emergency Power Outage Closure of State Preschool Program at Diamond Elementary School
- 1.23 Approval of Annual Membership to National Association of Latino Elected and Appointed Officials
- 1.24 Approval of Revised Job Descriptions: Database Engineer, Database Technician, Programmer Analyst, and User Services Analyst II
- 1.25 Approval of Agreement with Department of General Services, Office of Administrative Hearings for Period of July 29, 2015 through July 29, 2020
- 1.26 Approval of Student Teacher, Intern, and/or Fieldwork Agreement with Chapman University
- 1.27 Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves

ITEM REMOVED FROM CONSENT CALENDAR FOR DISCUSSION AND SEPARATE ACTION:

- 1.14 Ratification of Additional Nursing Services with CareerStaff Unlimited, Inc., DBA ProCare One Nurses (ProCare), LLC for 2014-15 School Year

It was moved by Mr. Richardson, seconded by Ms. Iglesias, and carried 4-0, the ratification for additional nursing services with CareerStaff Unlimited, Inc., DBA ProCare One Nurses (ProCare) for 2014-15 school year.

PUBLIC HEARING

Public Disclosure of Tentative Agreement with Santa Ana School Police Officers Association (SASPOA)

Mr. Palacio declared the Public Hearing open. He asked those wishing to address the Board to step to the lectern.

After hearing no comments, Mr. Palacio declared the Public Hearing closed.

PRESENTATIONS

Attendance Update

The Board was given an update on the initiated innovations to monitor and improve student attendance.

Update of Portable to Permanent (P2P) Project at Valley High School

An update was provided related to the Board authorized plans to replace portables.

Santa Ana Unified School District Police Department 2014-15 Annual Update

The Board was given an update on the accomplishments and services provided.

REGULAR AGENDA - ACTION ITEMS

2.0 APPROVAL OF THIRD ASSESSMENT CHILD OUTCOMES AND SCHOOL READINESS PLAN FOR HEAD START PROGRAM

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Third Assessment Child Outcomes and School Readiness Plan for the Head Start Program.

3.0 APPROVAL OF AGREEMENT WITH THE DOCUMENT BASED QUESTIONING PROJECT FOR AUGUST 26, 2015 THROUGH JUNE 30, 2016

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to approve the agreement with the Document-Based Questioning (DBQ) Project for August 26, 2015 through June 30, 2016.

4.0 APPROVAL OF AGREEMENT WITH CALIFORNIA STATE UNIVERSITY OF FULLERTON AUXILIARY SERVICES CORPORATION FOR 2015-16 SCHOOL YEAR

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to approve the agreement with California State University of Fullerton Auxiliary Services Corporation (ASC) for the 2015-16 School Year.

5.0 APPROVAL OF AGREEMENT WITH PLAYWORKS FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the agreement with Playworks for the 2015-16 school year.

6.0 APPROVAL OF AGREEMENT WITH PLAYWORKS TEAM UP FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the agreement with Playworks Team Up for the 2015-16 school year.

7.0 APPROVAL OF AGREEMENT BETWEEN HOUGHTON MIFFLIN HARCOURT AND VILLA FUNDAMENTAL INTERMEDIATE SCHOOL FOR JULY 29, 2015 THROUGH JUNE 30, 2016

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the agreement between Houghton Mifflin Harcourt and Villa Fundamental Intermediate School for July 29, 2015 through June 30, 2016.

8.0 APPROVAL OF AGREEMENT BETWEEN UNIVERSITY OF CALIFORNIA, IRVINE/ORANGE COUNTY REGION CALIFORNIA READING AND LITERATURE PROJECT AND SPURGEON INTERMEDIATE SCHOOL FOR AUGUST 1, 2015 THROUGH JUNE 30, 2016

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the agreement between University of California, Irvine/Orange County Region California Reading and Literature Project and Spurgeon Intermediate School for August 1, 2015 through June 30, 2016.

9.0 APPROVAL OF CONSULTANT AGREEMENT BETWEEN EDUCATION SOLUTIONS AND RESULTS AND SANTA ANA UNIFIED SCHOOL DISTRICT FOR AUGUST 1, 2015 THROUGH JUNE 30, 2016

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the consultant agreement between Education Solutions and Results and the Santa Ana Unified School District for August 1, 2015 through June 30, 2016.

10.0 ACCEPTANCE OF FEDERAL GRANT FOR MENTAL HEALTH SERVICES AND APPROVAL OF PROVIDER FOR 2015- 18 SCHOOL YEARS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, the acceptance of Federal grant for mental health services and approval of provider for 2015-18 school years.

11.0 APPROVAL OF PERSONNEL AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION, SAFE SCHOOLS & SUPPORT SERVICES FOR SITE-FUNDED MENTAL HEALTH INTERVENTIONS FOR 2015-16 SCHOOL YEAR

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, the approve the personnel agreement with the Orange County Department of Education, Safe Schools & Support Services for site-funded mental health interventions for the 2015-16 school year.

- 12.0 APPROVAL OF PERSONNEL AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION, SAFE SCHOOLS & SUPPORT SERVICES FOR SITE-FUNDED RESTORATIVE PRACTICE INTERVENTION SERVICES AND SUPPORTS FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Personnel Agreement with Orange County Department of Education, Safe Schools & Support Services for Site Funded Restorative Practice Intervention Services and Supports for the 2015-16 school year. Contingent upon School Site Council be given the four options and all four options to be discussed before any decision.

- 13.0 APPROVAL OF PERSONNEL AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION, SAFE SCHOOLS & SUPPORT SERVICES FOR SITE-FUNDED VIOLENCE PREVENTION AND INTERVENTION SERVICES AND SUPPORT FOR 2015-16 SCHOOL YEAR

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Personnel Agreement with Orange County Department of Education Safe Schools & Support Services for Site Funded Violence Prevention and Intervention Services and Supports for the 2015-16 school year. Contingent upon School Site Council be given the four options and all four options to be discussed before any decision.

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

It was moved by Ms. Amezcua, seconded by Mr. Palacio, and carried 4-0, to authorize administration to award contracts for after school enrichment program provider services, pursuant to RFP No. 16-15 for the 2015-18 school years, to OC Children's Therapeutic Arts.

- 15.0 APPROVAL OF MEDI-CAL DATA DIRECT CERTIFICATION MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ANA UNIFIED SCHOOL DISTRICT AND THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY

It was moved by Ms. Amezcua, seconded by Ms. Iglesias, and carried 4-0, to approve the Medi-Cal Data Direct Certification Memorandum of Understanding between Santa Ana Unified School District and the County of Orange Social Services Agency. The MOU would be valid through August 31, 2017 and renewable for an additional 12-month period for a total of three school years.

- 16.0 APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOR 2015-17 PROGRAM YEARS

It was moved by Mr. Palacio, seconded by Mr. Richardson, and carried 4-0, to approve the Memorandum of Understanding with Rancho Santiago Community College District for 2015-17 Program Years.

17.0 APPROVAL OF ACCEPTANCE FOR PROJECT LEAD THE WAY VERIZON GRANT AGREEMENT FOR 2015-17 SCHOOL YEARS

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve the acceptance for the Project Lead the Way Verizon Grant agreement for the 2015-17 school years.

18.0 APPROVAL OF PILOT OF ADVANCED PLACEMENT COMPUTER SCIENCE TEXTBOOKS

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to approve the pilot of the High School Advanced Placement (AP) Computer Science textbooks.

19.0 APPROVAL OF CHANGE ORDER NO. 1 FOR BID PACKAGE INCREMENT 2 AT SANTA ANA PUBLIC SCHOOLS SPORTS COMPLEX

It was moved by Mr. Richardson, seconded by Mr. Palacio, and carried 4-0, to approve Change Order No. 1 for Bid Package Increment 2 - Santa Ana Public Schools Sports Complex for a new restroom/snack bar building, scoreboards, and additional striping on playfields in the amount of \$672,233.79 for a revised total of construction of \$11,851,233.79.

20.0 AUTHORIZATION TO AWARD A CONTRACT FOR BID PACKAGE NO. 1001.1 CEILING REPLACEMENT AT FREMONT ELEMENTARY SCHOOL UNDER THE EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to authorize staff to award a contract to J.L. Cobb Painting & Construction for Bid Package No. 1001.1 Ceiling Replacement at Fremont Elementary School under the Emergency Repair Program.

21.0 AUTHORIZATION TO AWARD A CONTRACT FOR 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 4-0, to authorize staff to award a contract to ACC Contractors, Inc. for Bid Package No. 2 New Kindergarten Building and Sitework at King elementary under the Overcrowding Relief Grant Program.

22.0 AUTHORIZATION TO AWARD A CONTRACT FOR BID PACKAGE NO. 1602 ASPHALT/CONCRETE AT LATHROP INTERMEDIATE SCHOOL UNDER EMERGENCY REPAIR PROGRAM

It was moved by Ms. Amezcua, seconded by Mr. Richardson, and carried 4-0, to authorize staff to award a contract to Horizons Construction Co. Int'l Inc. for Bid Package No. 1602 Asphalt/Concrete at Lathrop Intermediate School under the Emergency Repair Program.

23.0 APPOINTMENT OF ADVANCED LEARNING ACADEMY ADVISORY BOARD

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 4-0, to adopt the foregoing process and criteria to fill current and future terms of SAUSD representatives on the Advanced Learning Academy Advisory Board for two-year terms. It is the recommendation that the Superintendent's and Superintendent's Cabinet designees would serve an initial one-year term (that would be followed by two-year terms), to provide a stagger with the Charter Board terms of office.

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) 5116.2 - Student Selection by Lottery Revised: First Reading

Item was moved to next Board Meeting, Tuesday, August 25, 2015.

BOARD AND STAFF REPORTS/ACTIVITIES

Ms. Amezcua

- Announced the City of Santa Ana - 5K Plaza Wellness Run, Saturday, August 29, 2015;
- Attended the 4th of July Celebration at Centennial Park.

ADJOURNMENT

There being no further business to come before the Board, the Board meeting was adjourned at 12:15 a.m. in memory of Steven Duarte Beltran and Priscilla Vallejo by Board Clerk Amezcua.

The next Regular Meeting will be held on Tuesday, August 25, 2015, at 6:00 p.m.

ATTEST:

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

RESOLUTION NO. 15/16-3070

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

RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS

On MOTION by Richardson SECONDED by Amezcua and CARRIED 4-0 to adopt the following resolution.

WHEREAS, the governing board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, no more than 75% of the maximum of moneys held in any fund or account during a current fiscal year may be transferred; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Santa Ana Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for 2015-16 fiscal year to temporarily transfer funds provided that all transfers are approved by the Superintendent or her designee:

PASSED AND ADOPTED, by the Governing Board on July 28, 2015, by the following vote: John Palacio, Cecilia Iglesias, Valerie Amezcua, Rob Richardson

AYES:

NOES:

ABSENT: Jose A. Hernandez

1 I, Valerie Amezcua, Clerk of the Governing Board, do hereby certify that the
2 foregoing is a full, true, and correct copy of a resolution passed and adopted by
3 the Board at a regularly called and conducted meeting held on said date
4

5 WITNESSED my hand this 29th day of July, 2015.
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9 Valerie Amezcua
10 Clerk of the Governing Board
11 Santa Ana Unified School District
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RESOLUTION NO. 15/16-3071

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. 15/16-3071 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
- **Orin L. Williams, 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 • Lucinda Pueblos, Assistant Superintendent, School Performance and Culture
- 26 • Michelle Rodriguez, Ed.D., Chief Academic Officer, Educational Services
- 27 • Doreen Lohnes, Assistant Superintendent, Support Services
- 28 • **Orin L. Williams, Assistant Superintendent, Facilities and Governmental**
- 29 **Relations**
- 30 • Edward Winchester, Director, Secondary Student Achievement/Charter Schools
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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 Richardson and duly seconded, the
16 foregoing Resolution was adopted by the following vote:
17

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

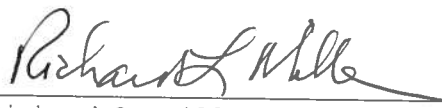
19 NOES:

20 ABSENT: Jose A. Hernandez

21
22 STATE OF CALIFORNIA)
23) SS:
24 COUNTY OF ORANGE)
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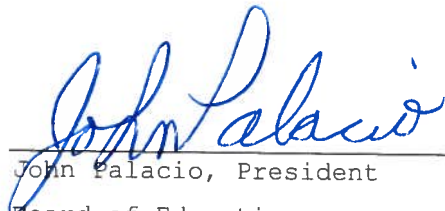
26 I, Richard L. Miller, Secretary of the Board of Education of the Santa Ana
27 Unified School District of Orange County, California, hereby certify that the
28 above and foregoing Resolution was duly adopted by the said Board at a regular
29 meeting thereof held on the 28th day of July, 2015, and passed by a vote of
30 4-0 of said Board.
31

32 IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of July, 2015.

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

I, John Palacio, President of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the 28th day of July, 2015, and passed by a vote of 4-0 of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of July, 2015.



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



SANTA ANA UNIFIED SCHOOL DISTRICT

DATABASE ENGINEER

JOB SUMMARY:

Under direction of the Director Technology Innovation Services, plan, design, install, configure, tune and administer multiple databases in complex production and support environments. Serve as key technical resource for the student and administrative systems and command an extremely deep understanding of their workings; development, integration, and implementation of processes within student and administrative systems and the interactions between student and administrative systems and other systems; Provide high-level support to other members of application support and advanced end-users. Develop and manage change management for student and administrative systems.

DISTINGUISHING CHARACTERISTICS:

Incumbents in this classification perform systems design projects of broad scope with major impact on District programs. The Database Engineer will be a key interface between technology developers, business users, and technology management in defining technology solutions, based on District needs, which require complex analysis and in-depth evaluations of industry standards/technologies and complex business/systems processes.

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**
- Provides technical expertise to support the educational and business needs, of functional staff, on appropriate use of programs and systems. Resolves functional users' questions and problems, elevates issues to vendor support or other IT staff. **E**
- Participates in all phases of the development process, including analysis, design, development, implementation, testing, maintenance, and support for mission-critical business applications. **E**
- Install, upgrade, maintain, monitor, patch and tune enterprise HR/Financials database, SIS database, Business Intelligence, Data Warehouse and related databases. **E**
- Analyze scope and progress; report progress periodically; estimate time and make presentations to the Director. **E**

DATABASE ENGINEER (CONTINUED)**REPRESENTATIVE DUTIES:** (continued)

- Provide support to developers with trouble-shooting and performance tuning, including Schema analysis, disk subsystem tuning, SQL tuning of Oracle and SQL Server custom views and queries. **E**
- Represent the technology at meetings with District administrators to plan and coordinate new systems or projects in HR/business and student systems. **E**
- Effectively communicates business and student information issues and needs at a senior advanced level and provides technology solution recommendations. **E**
- Act as a project leader, coordinating new technological applications of substantial scope and impact in District operation. **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 enterprise database systems. **E**
- Prepare documentation and prepare test data, analyzing test results. **E**
- Assist in equipment review and evaluation. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**Knowledge of:**

- Principles and methods of database systems (Oracle E-Business Suite and SQL Server), Business Intelligence, data warehouse, Linux and Windows systems analysis, computer programming in PL/SQL , T-SQL, JAVA and XML.
- RMAN (Recovery Manager), clone, patching, database Tuning, and resolving Performance issues.
- Administering multiple Oracle and SQL Server instances in Linux and Windows Environment.
- Techniques of general and detailed procedure analysis.
- District organization, operations and objectives.
- Oral and written communications skills.
- Applicable sections of State Education Codes.
- Technical aspects of field specialty.
- Community and city.

Minutes
July 28, 2015
DATABASE ENGINEER (CONTINUED)

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

- Administer and support database systems (Oracle E-Business Suite and SQL Server), Business Intelligence, data warehouse, Linux and Windows systems analysis, computer programming in PL/SQL, T-SQL, JAVA and XML.
- Program for ERP systems and associated applications with proficiency in SQL and/or PL/SQL. 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.
- Strong communication skills, both written and oral, to communicate appropriately and effectively with both technical and non-technical staff.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a Bachelor's degree in Computer Science and five years' experience in database administration in SQL database, Oracle Applications database, Oracle database and working knowledge of Unix scripting, RMAN, cloning, backups and patch management.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:**ENVIRONMENT:**

- Data Center environment
- Noise from equipment operations.
- Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to view a computer monitor and read a variety of materials.
- Seeing to drive a vehicle to conduct work.
- Sitting for extended periods of time.
- Hearing and speaking accurately to exchange information.
- Lifting or moving objects, normally not exceeding fifty (50) pounds.

HAZARDS:

- Extended viewing of computer monitor.

DATABASE ENGINEER (CONTINUED)

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: 7/28/15 (4/01, 5/01, 6/11)



SANTA ANA UNIFIED SCHOOL DISTRICT

DATABASE TECHNICIAN

JOB SUMMARY:

Under the direction of the Director Technology Innovation Services, provide technical assistance in the analysis of needs and design, selection, implementation, and use of enterprise applications and server administration; provide excellent support to users of all internally-developed and purchased application systems; participate in the system development, training, and maintenance processes for enterprise applications users; and serve as an overall resource enterprise applications and server administration.

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**
- Function as customer advocate in system releases and enhancements. **E**
- Communicate status updates to technology staff and the user community. **E**
- Coordinate with database engineering to prioritize, escalate, and driver recommendations to resolution and implementation. **E**
- Participate in Problem Management by doing root cause analysis and providing solutions to mitigate risk, ensure data integrity, and increase operational effectiveness. **E**
- Continually discover ways to improve processes and operational effectiveness and efficiency. **E**
- Identify needs and requirements, establish goals, plan, analyze, and test new solutions. **E**
- Research and maintain a working knowledge of a variety of networked and standalone software applications. **E**
- Maintain user software applications. **E**

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

- Evaluate, demonstrate, and recommend alternative hardware, software, and processes. **E**
- Confer with staff regarding systems software performance, patches, upgrades, supplies, and service. **E**
- Develop procedures for training and use of computer technology; maximize utilization of computer technology, coordinate training and other computer activities with other departments when feasible. **E**
- Evaluate, test, and assist in maintaining, diagnosing, and trouble-shooting enterprise databases and computer application software. **E**
- Assist users in solving problems in the installation of software. **E**
- Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:**Knowledge of:**

- Principles and techniques of designing and developing programs in Linux and Windows environment Programming in Structured Query Language (SQL) such as PL/SQL and T-SQL.
- Database Management such as applying patches, upgrading applications and databases, Backup, Cloning Databases (Oracle E-Business Suite, SQL Server).
- Project management techniques.
- Data communication, networking, operating systems, and information processing products, principles, concepts, and techniques.
- Staff development and training techniques.

Ability to:

- Analyze and evaluate information processing problems, plans, procedures, and requirements of organization.
- Apply new developments in field of information processing and related equipment and technology to needs.
- Formulate and maintain effective working relationships with others.
- Analyze, interpret, and report findings.
- Provide a wide range of technical and administrative support services.
- Communicate effectively orally and in writing.
- Perform the essential functions of the job.

Minutes
July 28, 2015
DATABASE TECHNICIAN (CONTINUED)

EDUCATION AND EXPERIENCE:

A Bachelor's degree with major coursework in computer science, business administration, or a closely related field from an institution of higher learning accredited by one of the six regional accreditation associations and or any combination equivalent to four or more years of progressive, directly related experience and or college level coursework in computer hardware and software evaluation and selection, systems design and implementation, and user support instruction and two years of experience in a database environment or related field.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:**ENVIRONMENT:**

- Data Processing environment.
- Driving a vehicle to conduct work.
- Noise from equipment operation.
- Drive a vehicle to conduct work.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information.
- Seeing to view a computer monitor and read a variety of materials.
- Seeing to drive a vehicle to conduct work.
- Sitting for extended periods of time.
- Dexterity of hands and fingers to operate a computer keyboard.
- Lifting or moving objects, normally not exceeding fifty (50) pounds.

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

Board Approved: 7/28/15 (7/96, 5/01, 6/11)



SANTA ANA UNIFIED SCHOOL DISTRICT

PROGRAMMER ANALYST

JOB SUMMARY:

Under the direction of the Director Technology Innovation Services, programs custom applications; assists with building interfaces between systems; installs and maintains vendor supplied software packages to include applying updates; supports staff and end users, relating to vendor supplied and custom built software applications; build application servers as needed; install and maintain test environments in support of software applications; setup/maintain/troubleshoot application database access and assist with database duties as needed; participates in the design, planning and execution of infrastructure to support new applications and technologies; provide work direction and guidance to other programmer analysts and technical personnel.

DISTINGUISHING CHARACTERISTICS:

Incumbents in this classification perform systems design projects of broad scope with major impact on school or District programs. The 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. Expected to stay abreast of emerging technologies and new design approaches. Primary duties involve exercising discretion and independent judgment in matters of significance to the programming and operation.

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**
- Provides operational support and assists user personnel in utilizing automated systems and applications. **E**
- Analyzes, designs, programs, tests, installs, documents, and maintains computer application programs which have a moderate degree of complexity. **E**

REPRESENTATIVE DUTIES: (continued)

- Analyze scope and progress; report progress periodically; estimate time and make presentations. **E**
- Assists in the development of new automated approaches to current systems and/or procedures to include expanding or modifying systems to serve new purposes or improve work flow. **E**
- Represent the Information Technology Center 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**
- Works as a team member on broader or more complex projects, effectively interfacing with technical and non-technical personnel. **E**
- Coordinate with vendors and users, develop a time table for delivery and assist in implementation of new and revised application programs. **E**
- Maintains software, including testing, evaluation and installation of new versions or authorized modifications to custom and vendor-supplied operating systems and related software; works with software vendors to diagnose and correct problems. **E**
- Meet with user groups to express systems concept design orally or in writing and estimate project completion time lines. **E**
- Assist with user implementation of application systems; provide training as necessary to assure smooth implementation. **E**
- Prepares documentation of systems and software for permanent records. **E**
- Assist in equipment review and evaluation. **E**
- Assists in building/updating application servers and installing software applications as needed. **E**
- Categorizes and maintains software media and documentation library. **E**
- Designs, prepares software specifications and codes software programs. **E**
- Performs software patching and keeps applications and associated systems in compliance with applicable standards and assure applications security and control. **E**
- Assists with reporting needs as required. **E**

PROGRAMMER ANALYST (CONTINUED)**REPRESENTATIVE DUTIES:** (continued)

- 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 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.
- Techniques of general and detailed procedure analysis.
- School District organization, operations and objectives.
- Applicable Sections of State Education Codes.
- Technical aspects of field of specialty.
- Community and city.

Ability to:

- Identify and resolve problems in a timely manner by gathering and analyzing information.
- Ability to maintain confidentiality.
- Work independently on programming projects.
- Train and provide work direction to assigned personnel.
- Learn and use new program languages and operating systems.
- Perform systems analysis activities including the development of cost efficient, auditable, and secure systems.
- Establish and maintain cooperative and effective working relationships with others.
- Communicate effectively both orally and in writing.
- Troubleshoot and solve problems quickly and accurately.
- Edit complex system coding.
- Prepare clear and logical report and program documentation.
- Establish and maintain effective working relationships with administrative officials, instructors and employees.

Minutes
July 28, 2015
PROGRAMMER ANALYST (CONTINUED)

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

- Meet schedules and time lines.
- Communicate effectively both orally and in writing.
- Perform the essential functions of the job.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in information systems, computer science or related field including or supplemented by courses in systems analysis and programming and three years' experience in systems development and programming.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:ENVIRONMENT:

- Data Center environment.
- Noise from equipment operation.

PHYSICAL ABILITIES:

- Hearing and speaking accurately to exchange information.
- Seeing to see a computer monitor and read a variety of materials.
- Sitting for extended periods of time.
- Lifting or moving objects, normally not exceeding forty (40) 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: July 28, 2015 (7/91, 5/01)



SANTA ANA UNIFIED SCHOOL DISTRICT

BUSINESS ANALYST II

JOB SUMMARY:

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

DISTINGUISHING CHARACTERISTICS:

Incumbents in this classification apply high technical and complex business systems knowledge in varied programs student information and financial reporting systems to assist (staff and site) users in defining requirements and utilizing these services. They maintain and support the student information systems for all users which includes attendance, grading, testing, graduation requirements and ADA reporting. Responsibility for enterprise business systems include general ledger, payroll, budget, accounts payable, purchasing, Human Resources, benefits, inventory, accounts receivable. The role of the Business Analyst will be the assessment, design, development and implementation of student and administrative systems solutions to support district's mission and goals, leveraging systems and processes operational efficiencies. Responsibility of Business Intelligence system includes user requirement gathering, data analysis and building metadata layer.

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**

Minutes
July 28, 2015
BUSINESS ANALYST II (CONTINUED)

REPRESENTATIVE DUTIES: (continued)

- Provide exceptional customer service and end-user support for application systems by analyzing, diagnosing, trouble-shooting, escalating, and driving issues to resolution. **E**
- Lead efforts to ensure that information systems support the organizational mission and objectives and coordinate the process of defining, investigating and solving problems related to business systems. **E**
- Assumes responsibility for being the lead between functional departments and application support. Successfully manage the relationship between the functional departments and application support. **E**
- Lead and coordinate assessment studies evaluating the potential for automating existing or proposed work functions or processes and assess the feasibility of creating or modifying applications to meet user requirements. **E**
- Assumes responsibility for planning, organizing, monitoring, configuring, and managing all phases of information technology projects. **E**
- Review, research and evaluate software to determine its usefulness and appropriateness as related to existing or proposed business systems; assist with the development of preliminary and detailed system design documents for in-house and vendor computer systems. **E**
- Lead the elicitation and gathering of business and systems requirements using interviews, surveys, job shadowing, and other elicitation techniques. **E**
- Analyze new business requirements, system functionality, current system use and user needs; specify functional designs and work with developers and analysts to implement. **E**
- Work with staff and site personnel in defining user requirements and preparing documentation for users and programmers; may conduct surveys to determine user priorities; coordinate implementation of modifications and requested services. **E**
- Develop system design for new or revised student and business systems; document and analyze input/output requirements, procedural flow between departments, operational audits and organizational structures. **E**
- Train users in the most effective and efficient utilization of the current systems and upcoming modifications to the systems; develop and conduct training classes; prepare training materials and user documentation. **E**
- Assumes responsibility for successfully launching finished products. **E**

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

- Develop instructional materials, training and job aids to support client use of the application. **E**
- Organize information in partnership with student and business programs. Ensure student and business data accuracy and systematic and timely approach toward alumni data acquisition, collection and entry. **E**
- Work in partnership with multiple stakeholders, including Educational Services and Business Services, to ensure processes reflect best practices for meaningful process interactions, documentation and follow-up. **E**
- Coordinate systems interface and synching with student and business systems as applicable. **E**
- Advise users requiring assistance in solving complex problems or issues regarding student, management and business systems. **E**
- Assumes responsibility for establishing and maintaining professional working relations and communication with customers, project sponsors, service providers, and outside contacts. **E**
- Strong professional commitment to the success of learning community, coupled with a thorough understanding of the technology and data behind Business Intelligence applications. **E**
- Serve as contact person in identifying and solving user problems. **E**
- Perform related duties as assigned.

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

- Excellent leadership and project management skills.
- Works well in a team environment.
- Ability to build consensus and motivate others.
- Excellent database skills and intermediate to advanced SQL programming.
- OBIEE Analysis, BI Publisher, OBIEE RPD Development.
- ETL, reporting table design, data warehouse concepts, and Meta data concepts.
- Exposure to BI Tools like OBIEE Suite.
- ERP systems like Oracle Financials, and Human Resources.
- Prior education experience in Student Information System and ERP reporting.

Minutes
July 26, 2018
BUSINESS ANALYST II (CONTINUED)

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

- Systems analysis and programming in Oracle, Structured Query Language (SQL), Programming Logic (PL), Java
- Student information or Business Intelligence and enterprise business.
- Elements of training and instruction.
- English grammar, syntax, and punctuation.
- School District organization, operations and objectives.
- User/customer relations.
- Computers and their capabilities.
- City and community cultures.

Ability to:

- Highly effective interpersonal skills along with strong written and verbal skills.
- Proven problem solving and analytical skills.
- Demonstrated ability to work effectively in a team environment.
- Understanding of some common business functions such as finance, procurement, student admissions, human resources, research administration, etc.
- Monitor and track requests for reports and enhancements.
- Create, design, maintain, and update reports and accompanying documentation.
- Work on BI Projects to develop new dashboards, reports, and other content.
- Learn new data structures and help design reporting tables.
- Provide small group and one-on-one training for reporting.
- Provide Help Desk support for both front line issues and in-depth technical issues.
- Organize and coordinate complex projects.
- Analyze and develop solutions to problems for effective data utilization.
- Communicate effectively both orally and in writing.
- Apply knowledge of process analysis to a wide range of user requests.
- Develop and conduct training workshops.
- Operate a computer and computer programs.
- Perform the essential functions of the job.
- Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Bachelor's Degree in Computer Science, Information Technology, MIS or related field and five (5) or more years of experience in data analysis, report and dashboard design and development. Experience in Oracle highly desired.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

BUSINESS ANALYST II (CONTINUED)

WORKING CONDITIONS:

ENVIRONMENT:

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

PHYSICAL ABILITIES:

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

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

Board Approved: 7/28/15 (12/02, 3/11)

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Green, Sheila	Assistant Principal	Jefferson	June 19, 2015		Retirement - 35 years
Mc Alister, Eileen	Teacher	Washington	June 19, 2015		Retirement - 16 years
RETIREMENT CHANGE IN DATE					
Sawyer, Deborah	ELD Coordinator	Santa Ana	From June 30, 2015 to June 19, 2015		Retirement - 39 years
RESIGNATIONS					
Batty, Jessica	Teacher	Santiago	June 19, 2015		Moving - 1 year
Crosby-Cooper, Tricia	Psychologist	Psychological Services	June 11, 2015		Accepted another position - 7 years
Ford, Tiffany	Teacher	Santa Ana	June 19, 2015		Accepted another position - 2 years
Gharda, Roene	Teacher	Godinez	June 19, 2015		Accepted another position - 8 years
Huber, Jodie	Teacher	McFadden	June 19, 2015		Family Responsibilities, personal - 3 months
Keck-Centeno, Julie	Teacher	Madison	June 19, 2015		Other - 1 year

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESIGNATIONS (Continued)					
Manviller, Jason	Curriculum Specialist	K-12 Curriculum and Instruction/ Staff Development	June 30, 2015		Moving - 1 year
Probeus, Beth	Teacher	Century	June 19, 2015		Accepted another position - 2 years
NEW HIRES/RE-HIRES 2015-16					
Almanzar, Kristi	Teacher	Lincoln	August 27, 2015		Rehire - Probationary I
Andrade, Carolina	Teacher	Monroe	August 27, 2015		Rehire - Probationary II
Angulo, Griselda	Teacher	Roosevelt	August 27, 2015		New Hire - Probationary I
Armstrong, Christopher	Teacher	Jefferson	August 27, 2015		New Hire - Probationary I
Arredondo, Humbelina	Teacher	Lincoln	August 27, 2015		Rehire - Probationary II
Augenstein, Brandi	Program Specialist	Educational Services Secondary Division	July 13, 2015		New Hire - Probationary I
Barquin, Bianca A.	Psychologist	Psychological Services	August 25, 2015		New Hire - Probationary I
Cohen, Jason	Teacher	Heninger	August 27, 2015		Rehire - Intern

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Culkin, Leticia	Psychologist	Psychological Services	August 25, 2015		New Hire - Probationary I
Fuentes, Annette	Teacher	Heninger	August 27, 2015		New Hire - Probationary I
Hernandez, Adriana	Psychologist	Psychological Services	August 25, 2015		New Hire - Probationary II
Hernandez, Laura	Teacher	Lowell	August 27, 2015		Rehire - Probationary II
Iobst, Christie	Teacher	Santiago	August 27, 2015		Rehire - Probationary II
Jarrott, Janette	Teacher	Martin	August 27, 2015		New Hire - Probationary I
Lingren, Kathryn	Teacher	Mitchell	August 27, 2015		New Hire - Probationary I
Mada, Geetha	Teacher	Jefferson	August 27, 2015		New Hire - Intern
Martinez, Daniel	Teacher	Lathrop	August 27, 2015		Rehire - Intern
Martinez, Veronica	Teacher	Valley	August 27, 2015		Rehire - Intern
Moreno, Marlene	Teacher	Adams	August 27, 2015		Rehire - Probationary II
Nedelkow, Alexander	Program Specialist	Student Achievement	August 3, 2015		New Hire - Probationary I
Pena, Giancarlo	Teacher	Special Education	August 27, 2015		New Hire - Probationary I
Ponce, Mary	Psychologist	Psychological Services	August 25, 2015		New Hire - Temporary 44909

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Reyes, Patricia	Teacher	Hoover	August 27, 2015		Rehire - Probationary II
Seymore, Krysta	Teacher	Washington	August 27, 2015		Rehire - Probationary II
Wallace, Karen	Speech and Language Pathologist	Speech Department	August 27, 2015		New Hire - Probationary I
Watts, Matthew	Teacher	Godinez	August 27, 2015		Rehire - Probationary II
Yolles, Meghan	Psychologist	Psychological Services	August 25, 2015		New Hire - Probationary I
PROMOTION					
Nicholson, Maryellen	Curriculum Specialist	K-12 Curriculum and Instruction/ Staff Development	July 1, 2015		From Teacher to Curriculum Specialist
RESCINDED VOLUNTARY REASSIGNMENTS 2015-16					
Wood, Jennifer	Teacher	Advanced Learning Academy	August 27, 2015		From Advanced Learning Academy to Kennedy

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RESCINDED EXTENSION ON LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 27, 2015	June 17, 2016	Child Care
ABSENCE (3 to 20 duty days) - Without Pay with Benefits					
Espinoza, Carolina	Teacher	Walker	June 15, 2015	June 19, 2015	Child Care
Sterling-Miller, Cathy	Teacher	Lincoln	September 1, 2015	September 23, 2015	Family Responsibilities
EXTENDED SCHOOL YEAR (ESY) - PRINCIPAL					
Longacre, Steven	Principal	Taft	July 1, 2015	July 28, 2015	
EXTENDED WORK YEAR 2014-15					
Hamacek, Jerry	Program Specialist	Support Services	May 13, 2015	June 12, 2015	6 Additional Days
EXTENDED WORK YEAR 2014-15 (CORRECTION)					
Lofink, David	Curriculum Specialist	K-12 Curriculum and Instruction/ Staff Development	June 29, 2015	June 30, 2015	From Regular Hourly Rate to 2 Additional Days

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
EXTRA DUTY 2014-15					
Kim, Hana	Preschool Teacher	Mitchell	June 19, 2015	June 30, 2015	Regular Hourly Rate
Longacre, Steven	Principal	Taft	June 1, 2015	June 30, 2015	30 Prep. Hours
Turner, Susy	Preschool Teacher	Mitchell	June 19, 2015	June 30, 2015	Regular Hourly Rate
EXTRA DUTY 2015-16					
Galindo-Werner, Lisa	Preschool Teacher	Mitchell	July 1, 2015	August 13, 2015	Regular Hourly Rate
Kim, Hana	Preschool Teacher	Mitchell	July 1, 2015	August 13, 2015	Regular Hourly Rate
Miao, Glenda	Psychologist	Psychological Services	July 6, 2015	August 6, 2015	Regular Hourly Rate
Rezvani, Niloufar	Psychologist	Psychological Services	July 27, 2015	August 6, 2015	Regular Hourly Rate
Turner, Susy	Preschool Teacher	Mitchell	July 1, 2015	August 13, 2015	Regular Hourly Rate
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS					
Guzman, Allison		Heninger			
Hazelwood, Debby		Saddleback			
Lee, Darlyn		Century			
MacLeod, Olivia		Mitchell			

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER EXTENDED SCHOOL YEAR (ESY) TEACHERS (Continued)					
Mada, Geetha		Muir			
Nelson (Patino Gillette), Ashley		Washington			
Sandoval, Damaris		Mitchell			
Wright, Katie		Taft			
SUMMER SCHOOL TEACHER OF RECORD					
Beaver, Dino					
Blair, Maureen					
Burton, Cristina					
Calderon, Alejandro					
Chan, Jenny					
Delgado, Alejandro					
Frausto, Juan					
Gayron, Paul					
Gonzalez, Jorge					
Massimino, Brian					
May, Colette					
McMullen, Carrie					
Melchor, Jose					
Mirhashemi, Niloufar					
Moran, Danielle					
Murphy, Ellery					
Natera, Adriana					

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
 Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUMMER SCHOOL TEACHER OF RECORD (Continued)					
Pallan, Maria					
Perez Jimenez, Gonzalo					
Rodriguez, Ruth M.					
Rustad, Pilar					
Sandoval, Maria					
Villalobos, Erika					
DEPARTMENT CHAIRS 2014-15					
Martinez, Cynthia		Willard	2014-15		Special Education
SPRING SPORTS 2014-15					
Tayco, Lance	Assistant Coach	Santa Ana	2014-15		Softball
Fausto, David	Assistant Coach	Valley	2014-15		Football
Mohr, Lawrence	Head Coach	Valley	2014-15		Football
SHARED CONTRACTS 2015-16					
Nunez, Krista	Psychologist	Psychological Services	August 25, 2015		60% Contract
Wilson, Shelana	Psychologist	Psychological Services	August 25, 2015		40% Contract

Mark A. McKinney, Associate Superintendent, Human Resources

CERTIFICATED PERSONNEL CALENDAR

Personnel Calendar
Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ADMINISTRATIVE SUBSTITUTES 2015-16					
Almager, Stephanie	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Barden, Judith	Administrative Substitute	Various sites	January 1, 2016	June 30, 2016	As-Needed-Basis
Bass, Donald	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Byfield, Frances	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Bell, Linda	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Bratcher, Roger	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Bruno, Raquel	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Butcher, Robert	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Champion, Melanie	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Hinshaw, Lisa	Administrative Substitute	Various sites	January 1, 2016	June 30, 2016	As-Needed-Basis
Kertman, Donna	Administrative Substitute	Various sites	January 1, 2016	June 30, 2016	As-Needed-Basis
Machado, Patricia	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis

Mark A. McKinney, Associate Superintendent, Human Resources

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

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ADMINISTRATIVE SUBSTITUTES 2015-16 (Continued)					
Miller, Bruce	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Miller, Dawn	Administrative Substitute	Various sites	January 1, 2016	June 30, 2016	As-Needed-Basis
Prieto, Debra	Administrative Substitute	Various sites	January 1, 2016	June 30, 2016	As-Needed-Basis
Solomon, Stephen	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Weaver, Cheryl	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
Williams, Johnny	Administrative Substitute	Various sites	July 1, 2015	June 30, 2016	As-Needed-Basis
SUMMER PRINCIPAL					
Church, Jesse		Segerstrom			

Mark A. McKinney, Associate Superintendent, Human Resources

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
2014-2015 After School Grades 6-8 Intramural Sports Program (Ratification)	Special Projects/Wellness	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$783	September 10, 2014
Academic Support/Fall Semester CCSS Lead Staff	Saddleback High Special Education	IASA:Title I Basic Grants Low-Income and Neglected, Part A Special Education	\$8,000 \$4,480	July 29, 2015 July 29, 2015
Central Detention Program	Saddleback High	Unrestricted Discretionary Accounts	\$5,000	September 08, 2015
Counselor Summer Support (Ratification)	Century High	Unrestricted Discretionary Accounts	\$3,482	July 01, 2015
Data Driven Planning	Saddleback High	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$8,000	July 29, 2015
Detention Supervision	MacArthur Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$8,000	July 29, 2015
E-Business Academy Planning	Century High	E-Business Academy [0473] CHS	\$6,500	July 31, 2015

**AGENDA ITEM REQUESTS
CERTIFICATED
2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
E-Business Academy Support and Planning	Century High	E-Business Academy [0473] CHS	\$4,000	August 03, 2015
Education Academy Planning	Century High	Education Academy [0434] CHS	\$10,000	July 30, 2015
Education Academy Planning (TEACH Academy)	Century High	Education Academy [0434] CHS	\$28,000	July 29, 2015
ELA and CCSS Instructor	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$5,000	July 29, 2015
Engage 360 - CE Modified Day	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$30,950	August 26, 2015
Engage 360 - Late Pick-up	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$123,750	September 01, 2015
ERWC Certification Training (Ratification)	Deputy Superintendent's Office	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$3,530	July 13, 2015

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Extended Response Scoring	Deputy Superintendent's Office	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$221,000	July 29, 2015
Extended Work Year Days (Ratification)	Human Resources	Unrestricted Discretionary Accounts	\$10,100	July 01, 2015
Extra Duty - Planning Time	Greenville Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$5,000	July 29, 2015
Extra Duty - Preschool Assessments (Ratification)	Special Education	Special Education	\$15,000	July 13, 2015
Extra Duty: Speech Programming (Ratification)	Special Education	Special Education	\$4,000	July 28, 2015
Extracurricular Engagement: Clubs/Activities	MacArthur Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$10,000	July 29, 2015
Grade Level (GLP) 2015-2016	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	July 29, 2015
Instructional Leadership Team Planning - ILT	Jackson Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$8,000	August 27, 2015

**Board Meeting
 July 28, 2015**

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Integrated Academic and Career-Based Course Planning	Century High	California Career Pathways Trust	\$10,000	July 29, 2015
Lead Learner Conference - Preparation time	Ed. Services Secondary Division	Title II-Part A Improving Teacher Quality	\$2,000	July 29, 2015
Lead Learner Conference - Training	Ed. Services Secondary Division	Title II-Part A Improving Teacher Quality	\$3,000	July 29, 2015
Match Coach- Special Project	Garfield Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$3,000	July 29, 2015
P.B.I.S. / Wellness Support	Garfield Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$1,500	July 29, 2015
Preschool Teacher Assessment (Ratification)	Mitchell Child Development	Special Education	\$10,000	July 01, 2015
Saturday Attendance Recovery	McFadden Intermediate	Unrestricted Discretionary Accounts	\$4,000	September 01, 2015
Saturday School	MacArthur Fundamental School	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	September 01, 2015

**Board Meeting
 July 28, 2015**

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Second Grade Boot Camp (Ratification)	Carver Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$2,500	August 10, 2015
SIG Intervention Programs	Valley High	NCLB:Title I, School Improvement Grant QEIA	\$155,000	July 29, 2015
SLP-Chapman University Stipend (Ratification)	Special Education	Special Education	\$1,231	September 01, 2014
SST Coordinator	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$1,100	July 29, 2015
Staff Development 2015-2016	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$3,000	July 29, 2015
Staff Development Instructor	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$500	September 01, 2015
Staff Planning	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$1,000	August 03, 2015

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Summer Academy (Ratification)	Ed. Services Elementary Division	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	July 01, 2015
Summer Bridge Program	McFadden Intermediate	Unrestricted Discretionary Accounts	\$10,000	August 03, 2015
Summer Enrichment Program (Ratification)	Instructional Media Center	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$100,000	June 22, 2015
Teacher Extra Duty- Intervention, Assessment and Enrichment	Madison Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$33,000	July 29, 2015
Teacher Extra Duty- Parent Curriculum Workshops	Madison Elementary	Unrestricted Discretionary Accounts	\$1,500	July 29, 2015
Teacher Extra Duty- Supplemental Extended Day Music Instruction	Madison Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	July 29, 2015
Teacher Extra Pay- Unit and Assessment Development	Madison Elementary	Unrestricted Discretionary Accounts	\$1,000	July 29, 2015

**AGENDA ITEM REQUESTS
 CERTIFICATED
 2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Teacher Professional Development	MacArthur Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$3,000	July 29, 2015
Tutoring 2015-2016	Garfield Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	September 01, 2015

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS						
Flores, Marissa	SSP Sp. Ed.	Kennedy	June 18, 2015			3 years, 6 months
Hernandez, Blanca	Instr. Asst. Sev. Dis.	Kennedy	July 10, 2015			8 years, 9 months
Martinez, Juliana	Instr. Asst. Sev. Dis.	Mitchell	June 18, 2015			To teach for SAUSD
Mekhaiel, Lisa	After School IP	After School Program	June 5, 2015			4 months
Mercado, Graciela	Site Coordinator	Fremont	June 18, 2015			6 months
Williams, Jasmine	After School IP	Heninger	June 17, 2015			5 months
TERMINATION						
ID# 26982	Activity Supervisor	Wilson	June 17, 2015			
RECLASSIFICATIONS (Change in Job Titles)						
Alvarado, Charmaine	Department Specialist	Special Projects/Wellness	July 1, 2015		From 20/6 to 28/6	From Instr. Stock Clerk
Solis, Rosa	Registrar High School - 12 months	Lorin Grisett	July 1, 2015		26/6 + Bil.	From Registrar Continuation - 11 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RECLASSIFICATIONS (Change in Job Titles) (Continuation)						
Villaseñor, Sophia	Registrar High School - 12 months	Chavez	July 1, 2015		26/6 + Bil.	From Registrar Continuation - 11 months
VOLUNTARY DEMOTIONS						
De La Riva, Jacklynn	Autism Paraprofessional	Edison	September 1, 2015		24/5	From Instructional Assistant Computers
Mullins, Debra	Production Asst.	Publications Dept.	July 1, 2015		21/6	From Lead Logistics Technician
Quintero Rodelo, Roberto	Maintenance Wkr. I	Bldg. Svcs.	July 1, 2015		26/6	From Roving Lead Custodian
ABSENCES (3 to 20 duty days) Without Pay						
Alvarez, Mario	Custodian	Adams	June 22, 2015	July 31, 2015		Personal
Athreya, Mallika	Instr. Asst. Computer	Diamond	December 14, 2015	December 18, 2015		Personal
Tait, Victoria	Business Analyst I	ITC	July 7, 2015	July 10, 2015		Personal

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
LEAVE OF ABSENCE (21 duty days or more) - Without Pay						
Berryhill, Eva Cindy	Attendance Tech.	Villa	August 3, 2015	June 30, 2016		Personal
NEW HIRES						
Amezcuca, Salvador	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
Cobian, Maribel	Preschool Teacher	ECE	August 31, 2015		III/C/I	Probationary
Cuevas, Alicia	Fiscal Assistant I	Budget Dept.	June 29, 2015		35/1	Probationary
Fields, David	Software Engineer	ITC	August 17, 2015		62/1	Probationary
Flores, Fabian	After School IP	Monroe	September 1, 2015		16/1	Probationary
Gomez, Maria L.	Activity Supervisor	Garfield	September 1, 2015		10/1	
Gonzalez, Luixsana	After School IP	Esqueda	September 1, 2015		16/1	Probationary
Gonzalez, Marily	After School IP	Kennedy	June 17, 2015		16/1	Probationary
Gonzalez Soto, Jesus	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
He, Yasheng	Network Engineer	ITC	July 13, 2015		50/1	Probationary
Alarm						
Konstantakos, Kristy	Monitor/Dispatcher	School Police	July 29, 2015		22/1	Probationary
Kutyas, Andrea	After School IP	Fremont	June 23, 2015		16/1	Probationary
Macias, Jesus	After School IP	Thorpe	June 17, 2015		16/1	Probationary
Lopez, Antonio Jr.	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
Martinez Balderas, Raul						
	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
Melgar, Mark Jr.						
	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
Autism						
Pedroza, Brenda	Paraprofessional	Pio Pico	September 1, 2015		24/1	Probationary

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continuation)						
Ruiz, Jazmine	After School IP	After School Program	September 1, 2015		16/1	Probationary
Salazar de Gazano, Socorro	Activity Supervisor	Madison	September 1, 2015		10/1	
Sumner, Rachel	Autism Paraprofessional	Spurgeon	September 1, 2015		24/1	Probationary
Tapia, Zaira	After School IP	Heroes	September 1, 2015		16/1	Probationary
Tuon, Phirun	Custodian	Bldg. Svcs.	July 29, 2015		23/1	Probationary
Vega, Zami	After School IP	After School Program	June 2, 2015		16/1	Probationary
Ventura, Jesenia	After School IP	Heninger	September 1, 2015		16/1	Probationary
PROMOTIONAL APPOINTMENTS						
Aguilar, Giovanni	Plant Custodian Elem.	Santiago	July 29, 2015		28/6	
Carranza, Eric	Maintenance Wkr. I	Bldg. Svcs.	July 1, 2015		26/2	
Cifuentes, Estuardo	Department Specialist	Transportation Dept.	August 10, 2015		28/5	
Flores, Stephanie	Autism Paraprofessional	Spurgeon	September 1, 2015		24/1	
Ledesma, Lilibiana	Interpreter Hearing Impaired	Taft	September 1, 2015		32/1	
Lopez, Yuvana	Autism Paraprofessional	Sp. Ed.	September 1, 2015		24/4	

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS (Continuation)						
Pedroza, Erika	Sch. Off. Mgr. Elem. Plant Custodian	Hoover	August 3, 2015		28/5	
Pena, Matilde	Elem.	Heroes	July 29, 2015		28/6	
Pickering, Cory	Lead Logistics Tech.	Publications	July 29, 2015		38/2	
Rojas, Andrea	Department Specialist	Transportation Dept.	August 3, 2015		28/6	
Santivanes, Yesenia	Secretary	PSS	July 1, 2015		25/4	
Serrano, Robert	Plant Custodian H.S.	Saddleback	July 29, 2015		35/6	
Tapia, Sandra	Autism Paraprofessional	Martin	September 1, 2015		24/3	
Turner, Desiree	Autism Paraprofessional	Sp. Ed.	September 1, 2015		24/1	
REASSIGNMENTS (Change of work site)						
Aguilar, Yessenia	Autism Paraprofessional	Roosevelt	September 1, 2015		24/6	
Bonette, Stephanie	Autism Paraprofessional	Century	September 1, 2015		24/6	
Esparza, Sergio	Autism Paraprofessional	Martin	September 1, 2015		24/6	
Felix, Rocio	Autism Paraprofessional	Martin	September 1, 2015		24/6	
Flores, Jose	Sch. Off. Asst. Sec.	McFadden	August 3, 2015		24/6 + Bil.	

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Change of work site) (Continuation)						
Lanphear, Julie	Autism Paraprofessional	Pio Pico	September 1, 2015		24/3	
Lubetkin, Kate	Autism Paraprofessional	Pio Pico	September 1, 2015		24/6	
Moreno, Eulalia	Autism Paraprofessional	Madison	September 1, 2015		24/6 + Bil.	
Onchi, Ana	Autism Paraprofessional	Heroes	September 1, 2015		24/6	
Parra, Martha	Autism Paraprofessional	Heroes	September 1, 2015		24/6	
Ramirez, Gabriel	Autism Paraprofessional	Sp. Ed.	September 1, 2015		24/3	
Ruiz, Julieta	Autism Paraprofessional	Adult Transition	September 1, 2015		24/6 + Bil.	
Tayyan, Chris	Autism Paraprofessional	Roosevelt	September 1, 2015		24/6	
Vega, Daniel	SSP Sp. Ed.	McFadden	September 1, 2015		19/1	
ADJUSTMENT OF WORKING ASSIGNMENT						
Angel Felix, Wendy	Fd. Svc. Wkr.	Nutrition Svcs.	September 1, 2015		11/2	From 3.5 hours to 6.5 hours
Flores, Ralph	District Safety Officer	School Police	July 1, 2015		31/6	From 11 months to 12 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ADJUSTMENT OF WORKING ASSIGNMENT (Continuation)						
Gonzales, Vincent	District Safety Officer	School Police	July 1, 2015		31/6	From 10.5 months to 12 months
TEMPORARY ASSIGNMENTS - Out of class Compensation						
Alcaraz, Alyssa	Site Coordinator	After School Program	May 26, 2015	June 19, 2015	\$25	
Carranza, Eric	Plant Custodian Elem.	Bldg. Svcs.	May 20, 2015	June 19, 2015	28/1	
Carter, Steve	Plumber II	Bldg. Svcs.	July 1, 2015	August 31, 2015	36/5	
Dy, Lauren	Site Coordinator	After School Program	May 18, 2015	May 22, 2015	\$25	
Garcia, Jocelyn	Site Coordinator	After School Program	May 1, 2015	June 18, 2015	\$25	
Jimenez, Paulino	Plant Custodian Int.	Bldg. Svcs.	June 18, 2015	June 29, 2015	32/3	
Mendoza, Angel	User Svcs. Analyst I	ITC	July 1, 2015	September 30, 2015	48/5	
Prado, Alejandro	Plant Custodian Int.	Bldg. Svcs.	June 1, 2015	June 5, 2015	32/1	
Rios, Mayra	Site Coordinator	After School Program	May 1, 2015	May 26, 2015	\$25	
Viramontes, Esteban	Plumber I	Bldg. Svcs.	July 1, 2015	August 31, 2015	30/5	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTRA DUTY						
Aceves, Aldo	Parent Trainer	ECE	July 1, 2015	July 31, 2015		Preschool Assessments & Online Timecards
Castro, Tanjay	Physical Therapist	Speech Dept.	July 1, 2015	August 6, 2015		Preschool Assessments & Online Timecards
Guibert, Clemencia	Bilingual Technician	Mitchell	July 1, 2015	August 13, 2015		Preschool Assessments & Online Timecards
Johnson, Charlotte	Occupational Therapist	Speech Dept.	July 1, 2015	August 6, 2015		Preschool Assessments & Online Timecards
Muniz, Sarah	Job Training Asst.	Transition Center	August 1, 2015	June 30, 2015		hours maximum
Pulido, Rocio	Bilingual Technician	Mitchell	July 1, 2015	August 13, 2015		Preschool Assessments & Online Timecards
Salas, Martha	Bilingual Technician	Mitchell	July 1, 2015	August 13, 2015		Preschool Assessments & Online Timecards

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - July 28, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
EXTRA DUTY (Continuation)						
Stieglitz, Emily	Occupational Therapist	Speech Dept.	July 1, 2015	August 6, 2015		Preschool Assessments & Online Timecards
Valmonte, Leslie	Occupational Therapist	Speech Dept.	July 1, 2015	August 6, 2015		Preschool Assessments & Online Timecards
Welch, Laurie	Occupational Therapist	Speech Dept.	July 1, 2015	August 6, 2015		Preschool Assessments & Online Timecards
ACTIVITY SUPERVISORS						
Gomez, Maria L.	Activity Supervisor	Garfield	September 1, 2015		10/1	
Salazar de Gazano, Socorro	Activity Supervisor	Madison	September 1, 2015		10/1	
HOURLY APPOINTMENTS						
Abraham, Stephanie	After School IP	After School Program	July 1, 2015		16/1	
Aguirre Chavez, Luis	After School IP	After School Program	July 1, 2015		16/1	

Mark A. McKinney, Associate Superintendent, Human Resources

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS (Continuation)						
Avila, Vincent	Site Coordinator	After School Program	July 1, 2015		\$25	
Azua, Stephanie	After School IP	After School Program	July 1, 2015		16/1	
Bahena, Angela	After School IP	After School Program	July 1, 2015		16/1	
Cardenas, Maria	After School IP	After School Program	July 1, 2015		16/1	
Charara, Zahraa	Site Coordinator	After School Program	July 1, 2015		\$25	
Chavez, Jordan	Site Coordinator	After School Program	July 1, 2015		\$25	
Chavez Arceo, Luis	After School IP	After School Program	July 1, 2015		16/1	
Cyprain, Ashely	After School IP	After School Program	July 1, 2015		16/1	
Del Campo, Derick	After School IP	After School Program	July 1, 2015		16/1	
Escalera, Rosemary	Site Coordinator	After School Program	July 1, 2015		\$25	
Garcia, Melissa	After School IP	After School Program	July 1, 2015		16/1	
Latif, Yama	After School IP	After School Program	July 1, 2015		16/1	

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS (Continuation)						
Lizarraga-Ochoa, Ricardo	After School IP	After School Program	July 1, 2015		16/1	
Manra, Brenda	After School IP	After School Program	July 1, 2015		16/1	
Manriquez, Marco	After School IP	After School Program	July 1, 2015		16/1	
Marroquin, Jose	Site Coordinator	After School Program	July 1, 2015		\$25	
Martinez Mendoza, Zaira	After School IP	After School Program	July 1, 2015		16/1	
Moran, Laura	After School IP	After School Program	July 1, 2015		16/1	
Oliva, Jennifer	After School IP	After School Program	July 1, 2015		16/1	
Perez-Zavala, Denise	After School IP	After School Program	July 1, 2015		16/1	
Pham, Quoc Vuong	After School IP	After School Program	July 1, 2015		16/1	
Rocha, Eduardo	Site Coordinator	After School Program	July 1, 2015		\$25	
Serna-Bates, Jessica	Site Coordinator	After School Program	July 1, 2015		\$25	

CLASSIFIED PERSONNEL CALENDAR

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

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ATHLETIC SPECIALIST						
Kroth, Steven	Asst. Football Coach (Spring)	Saddleback	June 1, 2015		\$25,470	
Mohr, James	Asst. Football Coach (Spring)	Valley	June 1, 2015		\$25,470	
Schlesinger, Donald	Asst. Football Coach (Spring)	Valley	June 1, 2015		\$25,470	
Smith, Timothy	Asst. Football Coach (Spring)	Valley	June 1, 2015		\$25,470	
EXTENDED SCHOOL YEAR						
Biscocho, Erlyn	Licensed Vocational Nurse	Health Services	June 23, 2015	July 29, 2015	24/6	
Dixon, Sheryn	Licensed Vocational Nurse	Health Services	June 23, 2015	July 29, 2015	24/1	
Meza, Violeta	Licensed Vocational Nurse	Health Services	June 23, 2015	July 29, 2015	24/2	
SUMMER SCHOOL ASSIGNMENT						
Arredondo, Olivia	Sch. Off. Mgr. Continuation	Middle College	July 1, 2015	July 29, 2015	28/6 + Bil.	
Flores, Fabian	After School IP	Monroe	June 19, 2015	July 29, 2015	16/1	
Pedroza, Brenda	Autism Paraprofessional	Special Ed.	June 29, 2015	July 29, 2015	24/1	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
AVID Tutors	Villa Fundamental School	LCFF-Supplemental/ Concentration	\$50,000	September 01, 2015
AVID Tutors	Carr Intermediate	LCFF-Supplemental/ Concentration	\$3,000	September 02, 2015
AVID Tutors	Valley High	Unrestricted Discretionary Accounts	\$75,000	September 01, 2015
AVID Tutors - Instructional Providers	Segerstrom High School	AVID-OCDE Destination Graduation-High Schools	\$4,000	July 29, 2015
Academic Support - Classified	Saddleback High	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$5,000	July 29, 2015
Account Technician Extra Duty (Ratification)	Business Services	Unrestricted Discretionary Accounts	\$4,000	July 01, 2015
Account Technician Extra Pay (Ratification)	Business Services	Unrestricted Discretionary Accounts	\$2,000	July 01, 2015
Activity Supervisor- Child Care	Garfield Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	September 01, 2015
Categorical Budget Analyst (Ratification)	Business Services	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	July 01, 2015
Child Care for Parent Involvement	Valley High	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	July 29, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

Minutes
July 28, 2015

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Childcare Provider-Title I	Wilson Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	September 01, 2015
Chromebook Initiative Preparation/Program Verification	Century High	Unrestricted Discretionary Accounts	\$2,304	July 30, 2015
Classified Extra Duty	Deputy Superintendent's Office	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$3,000	July 29, 2015
Classified Extra Duty Assignments-Instructional Assistant	Wilson Elementary	Unrestricted Discretionary Accounts	\$3,000	August 03, 2015
Classified Extra Duty-Office Personnel	Wilson Elementary	Unrestricted Discretionary Accounts	\$8,000	August 03, 2015
Classified Personnel- (Office) Parent Community Support	Madison Elementary	Unrestricted Discretionary Accounts	\$2,000	July 29, 2015
Classified Personnel- (Office) Parent Community Support	Madison Elementary	Unrestricted Discretionary Accounts	\$3,000	July 29, 2015
Classified Personnel- Childcare Provider/Activity Supervisors	Madison Elementary	Unrestricted Discretionary Accounts	\$7,000	July 29, 2015
Clerical Extra Help (Ratification)	Community Day High School	Unrestricted Discretionary Accounts	\$1,000	July 01, 2015
Clerical Extra Help	Instructional Media Center	Unrestricted Discretionary Accounts	\$2,500	July 29, 2015
Clerical Support	Jackson Elementary	Unrestricted Discretionary Accounts	\$2,000	August 03, 2015
Computer Lab Support	Santiago Elementary	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$10,000	August 03, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Custodian Extra Duty- Project Support	Madison Elementary	Unrestricted Discretionary Accounts	\$1,500	July 29, 2015
Custodians School Activities	Jackson Elementary	Unrestricted Discretionary Accounts	\$3,000	September 01, 2015
District Safety Officer Extra Duty	MacArthur Fundamental School	Unrestricted Discretionary Accounts	\$750	July 29, 2015
Educational Services Extra Duty (Ratification)	Ed. Services Elementary	S.D. Bechtel, Jr. Foundation	\$6,000	July 1, 2015
Engage 360 - CL Meeting	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$124,850	July 30, 2015
Engage 360 - CL Modified Day	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$317,400	August 26, 2015
Engage 360 - CL Planning	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$87,200	August 03, 2015
Engage 360 - Late Pick-up	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$427,500	September 01, 2015

July 28, 2015
minutes
2015
15

**AGENDA ITEMS REQUESTS
 CLASSIFIED
 2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Engage 360 - Training	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$124,850	July 29, 2015
Extra Duty - Clerical	Pupil Support Services	Unrestricted Discretionary Accounts	\$5,000	July 29, 2015
Extra Duty for 11.5 month Custodians (Ratification)	Various School Sites - Schools Assigned	Building Services	\$20,000	July 1, 2015
Extra Duty for Computer Technician (Ratification)	Various School Sites	Civic Center	\$2,500	July 1, 2015
Extra Duty for Computer Technician - Godinez (Ratification)	Godinez	Civic Center	\$2,500	July 1, 2015
Extra Duty for Custodian (Ratification)	Various School Sites	Civic Center	\$45,000	July 1, 2015
Extra Duty for Custodian - Godinez (Ratification)	Godinez	Civic Center - Godinez	\$4,275	July 1, 2015
Extra Duty for District Safety Officer (Ratification)	Various School Sites	Civic Center	\$50,000	July 1, 2015
Extra Duty for District Safety Officer - Godinez (Ratification)	Godinez	Civic Center - Godinez	\$3,000	July 1, 2015
Extra Duty for District Safety Officer	Visual and Performing Arts	Two-Way Digital ITFS Licensee Revenue	\$1,000	July 29, 2015
Extra Help Office Staff	Santiago Elementary	Unrestricted Discretionary Accounts	\$1,000	August 03, 2015
Extra Duty for Network Technician	Visual and Performing Arts	Two-Way Digital ITFS Licensee Revenue	\$1,000	July 29, 2015
Extra Duty for Stage Manager	Various School Sites	Civic Center	\$15,000	July 1, 2015
Extra Duty for Stage Manager	Godinez	Civic Center	\$2,731	July 1, 2015
Extra Duty for Sworn Officer	Various School Sites	Civic Center	\$2,500	July 1, 2015
GATE Extra Duty (Ratification)	Ed. Services Elementary (7140)	Unrestricted-GATE	\$6,000	July 1, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Instructional Assistant- Extra Duty Tech Support Intervention	Madison Elementary	Unrestricted Discretionary Accounts	\$3,000	July 29, 2015
Instructional Assistant- Extra Duty Translation & Intervention	Madison Elementary	Unrestricted Discretionary Accounts	\$2,000	July 29, 2015
Library Media Technician	Villa Fundamental School	Unrestricted Discretionary Accounts	\$3,000	August 10, 2015
Library Tech Program Verification Support	Godinez High School	Unrestricted Discretionary Accounts	\$2,000	August 17, 2015
Library Extended Hours	MacArthur Fundamental School	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$1,500	July 29, 2015
Library Support	Santiago Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$4,000	August 03, 2015
Officer in Law Enforcement Training (Ratification)	Risk Management	Risk Management - Undesignated	\$300	June 27, 2015
Parent and Student Technology Access and Instruction	Garfield Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	September 01, 2015
SAUSD Job Fair (Ratification)	Human Resources	Unrestricted Discretionary Accounts	\$1,875	June 13, 2015
School Wide Events (District Safety Officer)	Carr Intermediate	Unrestricted Discretionary Accounts	\$3,000	September 01, 2015
School-Wide Events - Instructional Assistants	MacArthur Fundamental School	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$500	July 29, 2015
Secretarial Extra Help	Instructional Media Center	Unrestricted Discretionary Accounts	\$3,000	July 29, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

Minutes
July 28, 2015

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Summer Enrichment Program (Ratification)	Instructional Media Center	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$10,000	June 22, 2015
Summer Work Project (Ratification)	Information Tech Center	Unrestricted Discretionary Accounts	\$30,000	July 01, 2015
Technology Preparation/Program Verification	Century High	Unrestricted Discretionary Accounts	\$2,100	July 30, 2015
Technology Upgrades and Online Systems	Saddleback High	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$6,000	July 29, 2015
Visual Performing Arts Stage Manager Extra Duty	MacArthur Fundamental School	Unrestricted Discretionary Accounts	\$500	July 29, 2015

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

MINUTES

SPECIAL BOARD MEETING
SANTA ANA BOARD OF EDUCATION

July 30, 2015

CALL TO ORDER

The Special meeting was called to order at 5:30 p.m. by Board President Palacio. Other members in attendance were Ms. Amezcua and Mr. Richardson. Ms. Iglesias and Mr. Hernández were not present.

Cabinet members present were Dr. Phillips, Dr. Haglund, Mr. McKinney, Ms. Douglas, Ms. Pueblos, and Mr. Williams. Dr. Miller, Dr. Rodriguez, and Ms. Lohnes were not present.

REGULAR AGENDA - ACTION ITEMS

1.0 RATIFICATION OF TENTATIVE AGREEMENT WITH SANTA ANA SCHOOL POLICE OFFICERS ASSOCIATION (SASPOA)

It was moved by Mr. Richardson, seconded by Ms. Amezcua, and carried 3-0, to ratify the Tentative Agreement reached with the Santa Ana Police Officers Association (SASPOA).

ADJOURNMENT

There being no further business to come before the Board, the Special Board meeting was adjourned at 5:30 p.m.

The next Regular Meeting will be held on Tuesday, August 25, 2015, at 6:00 p.m.

ATTEST:

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

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Orange County Department of Education Fourth Quarterly Report on Williams Settlement Legislation for Fiscal Year 2014-15

ITEM: Consent

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to report to the Board of Education the results of the fourth quarter services/programs pursuant to the Williams Settlement Legislation. To ensure compliance, Orange County Department of Education (OCDE) is charged with the responsibility to conduct site reviews at decile 1-3 schools. In addition, the County requires that school districts report the findings at a regularly scheduled meeting both quarterly and annual reports.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for information.



Williams Settlement Legislation
 Santa Ana Unified School District
 Fourth Quarter Report
 Fiscal Year 2014- 2015

Prepared by the Orange County Department of Education

TEACHER ASSIGNMENT MONITORING SUMMARY

School	Teacher Misassignments ¹	English Language Learner Misassignments ²	Teacher Vacancies ³	Teacher Vacancies Filled
Carver Elementary	0	0	0	0
Davis Elementary	0	0	0	0
Garfield Elementary	0	0	0	0
Heroes Elementary	0	0	0	0
Hoover Elementary	0	0	0	0
Kennedy Elementary	0	0	0	0
Lincoln Elementary	0	0	0	0
Lowell Elementary	0	0	0	0
Pio Pico Elementary	0	0	0	0
Roosevelt Elementary	0	0	0	0
Sepulveda Elementary	0	0	0	0
Walker Elementary	0	0	0	0
Wilson Elementary	0	0	0	0
Lathrop Intermediate	0	0	0	0
McFadden Intermediate	0	0	0	0
Sierra Intermediate	0	0	0	0
Spurgeon Intermediate	0	0	0	0
Willard Intermediate	0	0	0	0
Century High	0	0	0	0
Saddleback High	0	0	0	0
Santa Ana High	0	0	0	0
Valley High	0	0	0	0

VALENZUELA SETTLEMENT LEGISLATION/CALIFORNIA HIGH SCHOOL EXIT EXAM (CAHSEE) SUMMARY

Santa Ana Unified School District	Class of 2013	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided	Class of 2014	Passed CAHSEE English/Lang. Arts after services provided	Passed CAHSEE Math after services provided
Number of pupils who did not pass one or both parts of the CAHSEE by the end of grade 12	197			220		
Number of pupils notified of the availability of services	197			220		
Number of pupils who elected to receive intensive instruction	140			159		
Number of pupils served	92	6	3	88	6	6
Number of pupils served by type of service provided						

Services Provided:

- Individual instruction in CAHSEE academic content
- Technology based instruction
- Group instruction in CAHSEE academic content
- Academic counseling services, individual or group
- English language development for English Learners
- Instruction in test taking skills, individual or group

Respectfully submitted,



Nicole Savio Newfield

Administrator, School and Community Services

7/31/15

Date

¹ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

² English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

³ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

AGENDA ITEM BACKUP SHEET
August 25, 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 - August 25 , 2015

School:	Gift:	Amount:	Donor:	Used for:
Kennedy Elementary		\$809	LifeTouch National School Studio Ms. Kathy Becher Irvine	Instructional supplies and field trip expenses
MacArthur Fundamental		\$295	MacArthur PFO Parent Booster Club Santa Ana	Field Trip expenses
Century High School		\$2,800	Angels Baseball Foundation Ms. Chrissy Vaughn Anaheim	ASB Girls and Boys Baseball Club
Santa Ana High School		\$1,000	Mr. Thomas Waller Santa Ana	Wrestling Program
Communications Office	2015 Chevy Sonic	\$21,000	The Long Family Foundation on behalf of Guaranty Chevrolet Mr. Bruce Hamlin Claremont	High School Students Perfect Attendance Incentive Program
Santa Ana Unified School District		\$5,000	Dulle Enterprises, Inc. Mr. Mike Kneale Award Homer Glen, IL	Scholarships for identified high school students who have graduated and enrolled in post-secondary education
Special Education	820 school supply kits and 100 dental kits	\$52,700	K to College Ms. Eli Rosenberg Program Outreach Coordinator Oakland	Homeless children and youth
August 25,2015 donations		\$83,604		
2015 Total donations	\$277,334	\$360,938		

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

August 25, 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: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

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 - August 25, 2015

Date:	Schools/Location:	Funding and Cost:	Student(s):	Staff and Chaperone:
August 8-15, 2015 (Saturday - Saturday) Ratification	Segerstrom High School Cross Country Training Camp Snow Flower Townhouses Mammoth Lakes	\$450.00 per student (s) (cost paid by student, fundraising, & ASB)	20	4
October 16-18, 2015 (Friday - Sunday)	Saddleback & Santa Ana High Schools NJROTC Basic Leadership Training Santa Ana High School Santa Ana	\$30.00 per student (s) (cost paid by student & NJROTC)	150	20

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

Agenda Item Backup Sheet

ITEM: Request of extended field trip for Segerstrom High School students to participate in a Cross Country Training Camp and stay at Mammoth Sierra Townhomes in Mammoth Lakes, California. The trip will be on August 8-15, 2015.

OVERVIEW: Segerstrom High School is requesting their students to participate in a Cross Country Training Camp in Mammoth Lakes, California.

RATIONALE: The Segerstrom student athletes will train for the upcoming fall cross country season in a more structured environment and provide athletes with high elevation and mountain runs (Mammoth Lakes is approximately 8,000 feet in elevation). There will be intense training sessions twice a day and team-building activities to prepare the students for athletic and educational success throughout the upcoming school year. Students will also learn a variety of running and general training techniques, as well as, proper health and diet.

PARTICIPANTS: 20 students and 4 chaperones (2 certificated and 2 classified).

COSTS: \$450.00 per student – To include lodging, meals, and travel.

***FUNDING:** Cost paid by student, fundraising, and ASB

RECOMMENDATION: Approve the request for Segerstrom High School students to participate in a Cross Country Training Camp and stay at Mammoth Sierra Townhomes in Mammoth Lakes, California on August 8-15, 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 Santa Ana and Saddleback High Schools' NJROTC cadets to attend the NJROTC Basic Leadership Training at Santa Ana High School in Santa Ana, California. The trip will be October 16-18, 2015.
- OVERVIEW:** Santa Ana and Saddleback high schools are requesting their NJROTC cadets to participate in the NJROTC Basic Leadership Training at Santa Ana High School.
- RATIONALE:** Santa Ana High School's NJROTC unit is sponsoring a NJROTC Basic Leadership Training Camp for the purpose of training first year cadets, teaching the importance of teamwork, the proper wear and care of the NJROTC uniform, and water survival. 150 cadets from 6-8 participating high schools and 20 adult chaperones will be present throughout the 3-day basic leadership training camp. Naval Science Instructors from Santa Ana, Chaffey, Hawthorne, Orange Glenn, and Saddleback high schools will conduct this event jointly.
- PARTICIPANTS:** 150 students and 20 chaperones (6 certificated and 14 classified).
- COSTS:** \$30.00 per student – To include lodging, meals, and travel.
- *FUNDING:** Cost paid by student and NJROTC
- RECOMMENDATION:** Approve the request of the extended field trip for Santa Ana and Saddleback high schools' NJROTC cadets to attend the NJROTC Basic Leadership Training at Santa Ana High School in Santa Ana, California on October 16-18, 2015.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of New High School Courses for 2015-16 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Don Isbell, Director, Career and Technical Education

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the following new high school courses for 2015-16 school year:

- Computer Science and Software Engineering for Project Lead the Way (PLTW) course for students participating in the Engineering pathway at high schools
- Exploring Computer Science University of California course for students participating in the Science, Technology, Engineering, Arts, and Mathematics STEAM pathway
- Accounting with QuickBooks course for students participating in the Global business pathway

LCAP Goal 1.1: Provide equitable student access to a rigorous, standards-based, instructional program.

LCAP Goal 1.8: Increase availability of Career, Technical, and Education courses and academies.

RATIONALE:

As part of the District's commitment to providing high-quality rigorous career pathways, new courses need to be added to ensure access to complete Career Technical Education (CTE) pathways. The Computer Science and Software Engineering is the third in a four course Engineering pathway sequence and Exploring Computer Science is the first course in the Information and Computer Technology pathway. The third proposed course, Accounting with QuickBooks, is a course in the Global Business pathway that is replacing the existing Computerized General Accounting class to add both rigor and industry certification to this pathway. This course is also articulated so that students will receive college credit. All three of these courses are necessary to enable students to have access to complete CTE pathways that will provide them with knowledge and skills that will benefit them as they move forward to college and career after graduating from high school.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the following new high school courses for 2015-16 school year:

- Computer Science and Software Engineering for Project Lead the Way (PLTW) course for students participating in the Engineering pathway at high schools
- Exploring Computer Science University of California course for students participating in the Science, Technology, Engineering, Arts, and Mathematics STEAM pathway
- Accounting with QuickBooks course for students participating in the Global business pathway

MR:DI:ez

Santa Ana Unified School District

COURSE OUTLINE

Course Title: Computer Science and Software Engineering for Project Lead the Way (PLTW CSE) **District Course #:**

Department: CTE **Grade Level:** 9 -12

Course Length: 80 hours

Prerequisites: None

Course Description: In the Computer Science and Software Engineering course, students work in teams to develop computational thinking and problem solving skills. The course covers the College Board's new CS Principles framework. The course aims to develop computational thinking, to generate excitement about the field of computing, and to introduce computational tools that foster creativity. The course also aims to build students' awareness of the tremendous demand for computer specialists and for professionals in all fields who have computational skills. The course also aims to engage students to consider issues raised by the present and future societal impact of computing.

Students practice problem solving with structured activities and progress to open-ended projects and problems that require them to develop planning, documentation, communication, and other professional skills. Problems aim for ground-level entry with no ceiling so that all students can successfully engage the problems. Students with greater motivation, ability, or background knowledge will be challenged to work further.

COMPETENCIES

SECTION I – INTRODUCTION AND ORIENTATION

- A. Observed district rules, regulations and policies.
- B. Explain class requirements and student expectations.
- C. Demonstrate emergency preparedness.

SECTION II – CONTENT AREA SKILLS

Unit 1 Algorithms, Graphics, and Graphical User Interfaces (48%)

Unit 2 The Internet (18%)

Unit 3 Raining Reigning Data (17%)

Unit 4 Intelligent Behavior (17%)

Unit 1: Algorithms, Graphics, and Graphical User Interfaces

Santa Ana Unified School District

- Lesson 1.1 Algorithms and Agile Development
- Lesson 1.2 Mobile App Design
- Lesson 1.3 Algorithms in *Python*
- Lesson 1.4 Images and Object-Oriented Libraries
- Lesson 1.5 GUIs in *Python*

UNIT 1

Excite students about programming and to build their algorithmic thinking and ability to use abstraction. Student creativity is emphasized as they work with Scratch™, App Inventor, and *Python*® programming languages to tell graphical stories, publish games and Android™ applications, and explore various development environments and programming techniques. Students will create original code and read and modify code provided from other sources. An Agile software development process is emphasized and personal, professional, and collaborative skills take center stage. Students debate policy questions about the ownership and control of digital data and examine the implications for creative industries and consumers. In this unit students begin their exploration of career paths tied to computing.

Lesson 1.1 Algorithms and Agile Development

Introduce students to programming at a level appropriate to novice programmers. With an introduction to pair programming and the Agile software development process, students create original programs in Scratch that incorporate audio and visual elements while tackling algorithmic problems. The lesson opens with an introduction to how computing is affecting our lives. Students explore tools for collaboration over the Internet and select from these tools in order to manage the projects that they create. The foundations for later algorithmic thinking are built by focusing on the most common roles that variables fulfill, with an introduction to the conventions of object-oriented programming.

Lesson 1.2 Mobile App Design

Students build their skills by analyzing existing code, particularly with an emphasis on the roles of variables. Students create an Android app of their own design. The lesson begins with an introduction to binary representations of numbers, letters, colors, images, etc. using a CS unplugged activity in which students create a physical representation of data storage. Students work with and make minor modifications to two App Inventor programs, building their ability to analyze a complex program and incorporate event handlers into programs in meaningful ways. Students conclude by designing and creating their own Android app using pair programming and practicing the Agile software design process.

Lesson 1.3 Algorithms in *Python*

Students develop the skills to understand all information as bits and to transfer their understanding of algorithms to a new language, *Python*, which is powerful enough to raise all the opportunities and issues targeted in the course. Students are introduced to functional, imperative, and declarative

Santa Ana Unified School District

programming paradigms with *Python*, again learning to use variables in the most common roles. Before learning about variable types and the fundamental algorithmic structures in *Python*, students simulate program execution in a model assembly language. After building strength with basic *Python* algorithms, students create algorithms to compete in a round-robin tournament of the Prisoner's Dilemma, using the collaborative programming platform GitHub in the process.

Lesson 1.4 Images and Object-Oriented Libraries

Students develop skills to become independent learners of a programming language, able to refer to documentation to use object-oriented libraries commonly available. Students build strength with *Python* algorithms, manipulating image files by modifying pixel data and using code libraries to work at higher levels of abstraction. As part of that work, they learn to use a variety of documentation including application-programming interfaces (APIs). Students read, discuss, and debate intellectual property issues associated with digital data. In the culminating problem of the lesson, they collaborate to create an image processing function that highlights the power of automation.

Lesson 1.5 GUIs in *Python*

Students will create a graphical user interface (GUI) with considerations of audience and accessibility. The lesson begins with an unplugged activity that generalizes the user interface topic of this lesson to the field of human-computer interaction. Students practice using an application-programming interface (API) to acquire methods that affect an object's state. Students work with two APIs: the Tkinter Canvas for drawing and animation, and then the Tkinter toolbox of GUI widgets. Students are provided code for a simple GUI that implements a model-view-controller (MVC) pattern. Students will modify the elements of that pattern to suit their own needs. The lesson concludes with a problem in which students create a model-view-controller GUI using Scratch or *Python*. Strategies for documentation are reinforced, and Agile development is emphasized in the concluding problem.

UNIT 2: The Internet

Lesson 2.1 Internet and the Web

Lesson 2.2 Shopping and Social on the Web

Lesson 2.3 Security and Cryptography

Students develop skills to have a concrete understanding of the Internet as a set of computers exchanging bits and the implications of these exchanges. Students use PHP and SQL to structure and access a database hosted on a remote server, learn how HTML and CSS direct the client computer to render a page, and experiment with JavaScript™ to provide dynamic content. The focus of the unit is on the protocols that allow the Internet to function securely to deliver social media and eCommerce content. Students work briefly in each of several Web languages to understand how the languages work together to deliver this content. The history and workings of the Internet are explored, and issues of security, privacy, and democracy are considered. Practical

Santa Ana Unified School District

cyber security hygiene is included. Career paths in cyber security, web development, and information technology are highlighted.

Lesson 2.1 Internet and the Web

Students develop an understanding of the Internet as a set of computers exchanging bits in the form of packets. Students identify the components of their digital footprint. Students compare the designs, strengths, and weaknesses of their favorite web pages. In this context students use an unplugged activity to understand the content and flow of data when browsing the Web. They compare results from different search engines and learn to refine their search techniques. They review how to assess the trustworthiness of web-based media and consider the data flow that permits targeted advertisements. Students employ appropriate tools to explore the hierarchical nature of DNS and IP. Students identify ways that a web developer's decisions affect the user and ways that the user's decisions impact society. The tree structure of web documents is introduced alongside HTML and CSS. Paired key encryption and authentication are introduced with an unplugged activity.

Lesson 2.2 Shopping and Social on the Web

Students develop skills to identify the role of client-side code, server-side code, and databases in delivering interactive web content. CS students collaborate with art students to publish content on the Web. Students are provided with JavaScript and PHP code and can access an SQL database from a secure shell command line as well as through PHP. Students compare languages encountered so far to generalize the concepts of sequencing instructions, selection of instructions by conditionals, iteration, and the common roles of variables. Students explore and compare career paths within computing.

Lesson 2.3 Security and Cryptography

Students develop skills to maintain online security and to improve their personal cyber security hygiene. Students focus on cyber security from the perspectives of the user, the software developer, the business, the nation, and the citizen. In a team competition at the end of the lesson, students explore parallel strands in encryption and security. Encryption is used as a route to explore the efficiency of algorithms and how the time for an algorithm to execute can be dependent on its input.

UNIT 3: Raining Reigning Data

Lesson 3.1 Visualizing Data

Lesson 3.2 Discovering Knowledge from Data

Students research the availability of large-scale data collection and analysis in every area they can imagine. Students examine very large data sets tied to themselves as well as to areas of work and society. They learn a variety of data visualization techniques and work to recognize opportunities to apply algorithmic thinking and automation when considering questions that have answers

Santa Ana Unified School District

embedded in data. The complexity of the data sets, visualizations, and analysis increases in the second lesson of the unit, challenging students to generalize concepts developed in the first lesson.

Lesson 3.1 Visualizing Data

Students will create visualizations to analyze sets of large data and to meaningfully interpret the patterns they uncover. They draw conclusions about themselves from relevant data, including local weather, the economics of their community, and naming trends with their name. At the beginning of the lesson, students weigh societal concerns around the collection and persistence of Big Data. The students learn how to use *Python* to make useful graphic representations of data, developing from familiar visualizations to more modern visual analyses like scaled-dot or colorized scatter plots of multidimensional data sets. Students are introduced to basic Excel® spreadsheet programming and cell manipulation. A Monte Carlo simulation is used to help students appreciate the meaning of evidence for association between two variables.

Lesson 3.2 Discovering Knowledge from Data

Students create a range of visualizations to analyze complex sets of large data and to meaningfully interpret the patterns they uncover. Students use statistics to deepen the meaning of knowledge gained by visualization. The hooks are again conclusions they can draw about themselves from relevant data, including various geographic perspectives on their life and facial recognition of their own features. The lesson uses Excel as well as *Python* to manipulate and visualize data. Students examine multidimensional data sets using scatter plot arrays and view geographic and social data using heat maps and directed graphs. Students experiment with object recognition and face recognition. They are challenged to discover clustering and linear correlation patterns lurking in data sets distributed across student computers and school sites, such that data cleaning and warehousing are necessary. Finally, student teams choose a question and answer it using large data.

UNIT 4: Intelligent Behavior

Lesson 4.1 Moore's Law and Modeling

Lesson 4.2 Intelligent Agents

In Unit 4 the emergence of intelligent behavior is explored from two distinct approaches: from human crowd sourcing of data and from separate algorithmic agents working in parallel. The goal is to galvanize the connections among computing concepts and between computing and society. The first lesson explores the hardware layer of computing, working from discrete components to integrated circuits. The exponential advancement of electronics, low on the ladder of abstraction, is connected to advancements at the highest levels on the ladder of abstraction, where artificial intelligence and simulation and modeling are impacting all fields. In the concluding lesson, students identify problems and questions that can be addressed with computer simulation, incorporating agent-based modeling. Students are challenged to explore the assumptions and parameters built into several simulations and to attach meaning to the results. Having explored a

Santa Ana Unified School District

few applications of intelligent behavior emerging from algorithmic components, students reflect on the current and future state of artificial intelligence.

Lesson 4.1 Moore's Law and Modeling

Students construct an understanding of how the explosion of technology over the last two decades has impacted every realm of study and employment. Students begin by researching the impact of computer modeling and simulation which have been made possible by the rapid increase in computational power due to the continued applicability of Moore's Law. They then manipulate discrete electronic components to create logic gates and create comparable results using integrated circuits to get a feel for what it means to double the number of transistors that can fit in a given area. Students explore simulation in NetLogo directly by manipulating a model of predation and a model of the spread of viruses in humans. The lesson concludes with an examination of the code of ethics for simulationists and reflection on the necessity of adhering to such a code.

Lesson 4.2 Intelligent Agents

In this lesson, students experiment with materials designed to illuminate the rise of intelligent and complex behavior from simple rules and seemingly unintelligent agents. Students begin by studying a model of Langton's ant, a simple Turing machine with some surprising emergent behavior. The students manipulate models of neurons and neural networks. Students design and conduct their own experiments on a model of their own choosing using Monte Carlo methods. Students explore the generation and observation of fractals and study a diffusion limited aggregation model for producing fractal behavior. In the final project of the course, students choose a tool or tools that they have learned about in the course and apply their knowledge to create a novel product of their own design. They present their product to their class along with reflections about how it is tied to everything they've learned about computer science.

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

Santa Ana Unified School District

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.

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.

Santa Ana Unified School District

COURSE OUTLINE

Course Title: Exploring Computer Science UC

District Course #:

Department: CTE

Grade Level: 9-12

Course Length: 180 hours

Prerequisites: Recommended Algebra I

Course Description:

This is the first course in the Information and Computer Technology (ICT) Sector Pathways. Students are introduced to the foundations of Computer Science using an inquiry-based, hands-on approach to understand and solving real world computing problems. Instruction includes the areas of Human Computer Interaction, Problem Solving, Web Design, Programming, Data Analysis and Robotics. Emphasis is placed on the creative, collaborative, interdisciplinary and problem-solving nature of computing. Upon completing the course, students will be prepared to pursue more advanced

courses in the Pathway, and to further their exploration of college and careers in the ICT Industry.

NOTE: This course follows the National Course outline developed by UCLA and LAUSD

Exploring Computer Science

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. COMPUTING AND SOCIETY

1. Describe ways in which computing enables innovation.
2. Discuss the ways in which innovations enabled by computing affect communication and problem solving.
3. Analyze how computing influences and is influenced by the cultures for which they are designed and the cultures in which they are used.
4. Analyze how social and economic values influence the design and development of computing innovations.
5. Discuss issues of equity, access, and power in the context of computing resources.
6. Communicate the legal and ethical concerns raised by computational innovations.
7. Discuss privacy and security concerns related to computational innovations.
8. Explain positive and negative effects of technological innovations on human culture.

Santa Ana Unified School District

B. HUMAN COMPUTER INTERACTION

1. Analyze the characteristics of hardware components to determine the applications for which they can be used.
2. Use appropriate tools and methods to execute Internet searches which yield requested data.
3. Evaluate the results of web searches and the reliability of information found on the Internet.
4. Explain the differences between tasks that can and cannot be accomplished with a computer.
5. Analyze the effects of computing on society within economic, social, and cultural contexts.
6. Communicate legal and ethical concerns raised by computing innovation.
7. Explain the implications of communication as data exchange.

C. PROBLEM SOLVING ALGORITHMS AND ABSTRACTION

1. Name and explain the steps they use in solving a problem.
2. Solve a problem by applying appropriate problem--solving techniques.
3. Express a solution using standard design tools.
4. Determine if a given algorithm successfully solves a stated problem.
5. Create algorithms that meet specified objectives.
6. Explain the connections between binary numbers and computers.
7. Summarize the behavior of an algorithm.
8. Compare the tradeoffs between different algorithms for solving the same problem.
9. Explain the characteristics

D. WEB DESIGN

1. Create web pages to address specified objectives.

COMPETENCIES

1. Create web pages with a practical, personal, and/or societal purpose.
2. Select appropriate techniques when creating web pages.
3. Use abstraction to separate style from content in web page design and development.
4. Describe the use of a website with appropriate documentation.

E. INTRODUCTION TO PROGRAMMING

1. Use appropriate algorithms to solve a problem.
2. Design, code, test, and execute a program that corresponds to a set of specifications.
3. Select appropriate programming structures.
4. Locate and correct errors in a program.
5. Explain how a particular program functions.
6. Justify the correctness of a program.
7. Create programs with practical, personal, and/or societal intent.

F. COMPUTING AND DATA ANALYSIS

1. Describe the features of appropriate data sets for specific problems.

Santa Ana Unified School District

2. Apply a variety of analysis techniques to large data sets.
3. Use computers to find patterns in data and test hypotheses about data.
4. Compare different analysis techniques and discuss the tradeoffs among them.
5. Justify conclusions drawn from data analysis.

G. ROBOTICS

1. Identify the criteria that describe a robot and determine if something is a robot.
2. Match the actions of the robot to the corresponding parts of the program.
3. Build, code, and test a robot that solves a stated problem.
4. Explain ways in which different hardware designs affect the function of a machine.
5. Describe the tradeoffs among multiple ways to program a robot to achieve a goal.

SECTION III – ACADEMICS & 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.

Common Core State Standards

ELA College and Career Readiness Anchor Standards CCRA

Reading

R.1. Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text.

R.2. Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas.

Writing

W.4. Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

COMPETENCIES

W.6. Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.

W.7. Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation.

W.8. Gather relevant information from multiple print and digital sources, assess the credibility and accuracy of each source, and integrate the information while avoiding plagiarism.

W.10. Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

Speaking and Listening

SL.1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.

SL.2. Integrate and evaluate information presented in diverse media and formats, including visually, quantitatively, and orally.

SL.3. Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.

Presentation of Knowledge and Ideas

Santa Ana Unified School District

SL.4. Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience.

SL.5. Make strategic use of digital media and visual displays of data to express information and enhance understanding of presentations.

Language

L.6. Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Reading Standards for Informational Text RI

9-10.3 Analyze how the author unfolds an analysis or series of ideas or events, including the order in which the points are made, how they are introduced and developed, and the connections that are drawn between them.

Standards for Mathematical Practice

MP1. Make sense of problems and persevere in solving them.

MP2. Reason abstractly and quantitatively.

MP3. Construct viable arguments and critique the reasoning of others.

MP4. Model with mathematics.

MP5. Use appropriate tools strategically.

Creating Equations A-CED

3. Represent constraints by equations or inequalities, and by systems of equations and/or inequalities, and interpret solutions as viable or nonviable options in a modeling context. For example, represent inequalities describing nutritional and cost constraints on combinations of different foods.

Building Functions F-BF

1. Write a function that describes a relationship between two quantities.

a. Determine an explicit expression, a recursive process, or steps for calculation from a context.

Interpreting Categorical and Quantitative Data S-ID

1. Represent data with plots on the real number line (dot plots, histograms, and box plots).

3. Interpret differences in shape, center, and spread in the context of the data sets, accounting for possible effects of extreme data points (outliers).

COMPETENCIES

Conditional Probability and the Rules of Probability S-CP

1. Describe events as subsets of a sample space (the set of outcomes) using characteristics (or categories) of the outcomes, or as unions, intersections, or complements of other events (“or,” “and,” “not”).

Making Inferences and Justifying Conclusions S-IC

4. Use data from a sample survey to estimate a population mean or proportion; develop a margin of error through the use of simulation models for random sampling.

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.

Santa Ana Unified School District

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.

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.

COMPETENCIES

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.

Santa Ana Unified School District

COURSE OUTLINE

Course Title: Accounting with QuickBooks

District Course #:

Department: CTE

Grade Level: 9-12

Course Length: 180 hours

Prerequisites: None

Course Description: Accounting I is a comprehensive, self-contained, fully-computer integrated one-year course which gives an overview of the complete accounting process using both manual entry and industry-standard accounting software. Students will learn basic accounting principles and skills to seek entry-level employment and pursue advanced accounting education. Students in this course will learn how to prepare accounting records for businesses using QuickBooks. Students will create a new business and set up company files. Students will gain hands-on experience in processing customer transactions, vendor transactions, bank reconciliations, reports, and they will learn how to customize QuickBooks.

COMPETENCIES

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 – CONTENT AREA SKILLS

A. INTRODUCTION TO ACCOUNTING

- 1. Describe how personal skills, values, and lifestyle goals affect career decisions.
- 2. Identify career opportunities in the accounting field, describe the types of businesses organizations that hire accountants, and compare for-profit businesses and non-profit business
- 3. Describe the difference between the sole proprietorship, partnership and corporations, and the purpose of accounting and generally accepted accounting principles (GAAP).

B. THE ACCOUNTING EQUATION

- 1. Business transactions and the accounting equation
 - a) Analyze and prepare financial records and transactions for a business.
 - b) Apply the accounting equation when creating and maintaining spreadsheets using spreadsheet software, such as Excel.
- 2. Transactions that affect assets, liabilities, and owner's capital

Santa Ana Unified School District

- a) Prepare a chart of accounts and learn about the purpose of double entry accounting
 - b) Identify the normal balance of accounts.
 - c) Apply the use of T-accounts.
 - d) Calculate the account balances after recording business transactions.
 3. Transactions that affect revenue, expenses, and withdrawals
 - a) Describe the difference between temporary and permanent accounts
 - b) Apply the rules of debit and credit for revenue, expense, and withdrawal accounts.
 4. Test a series of transactions for equality of debits and credits.
- C. THE BASIC ACCOUNTING CYCLE**
1. Recording Transactions to the General Journal
 - a) Collect and verify source documents, analyze business transactions, and record business transactions in a journal.
 - b) Describe the different types of accounting periods.
 2. Posting journal entries to general ledger accounts
 - a) Create a four-column general ledger and apply the posting process.
 - b) Prepare a trial balance.
 - c) Use accounting software to solve accounting problems.
 3. The six-column worksheet
 - a) Explain the purpose of the six-column worksheet
 - b) Describe the parts of the worksheet
 - c) Calculate net income and net loss
 4. Financial statements for a sole proprietorship
 - a) Explain the purpose of the income statement, balance sheet, and statement of cash flows and how to prepare these documents.
 - b) Describe and apply ratio analysis and compute ratios.
 5. Completing the accounting cycle for a sole proprietorship
 - a) Explain why it is necessary to update accounts through closing entries, how to prepare the Income Summary account, analyze journalize, and post- closing entries, and prepare a post-trial balance
 6. Cash control and banking activities
 - a) Describe internal controls used to protect cash
 - b) Complete and describe the forms needed to open and use a checking account
 - c) Describe and apply the check writing and bank deposit preparation
 - d) Describe and apply bank statement reconciliation & journalizing/posting bank service charges
- D. ACCOUNTING FOR A PAYROLL SYSTEM**
1. Payroll accounting
 - a) Describe different methods to compute gross pay, employee paid withholdings and net pay.
 - b) Prepare payroll registers and prepare an employee's earnings record.
 2. Payroll liabilities and tax records
 - a) Record payroll transactions in the general journal.
 - b) Explain payroll taxes.
 - c) Compute and complete payroll tax expense forms.

Santa Ana Unified School District

- d) Record the payment of tax liabilities in the general journal.
- e) Complete payroll tax reports.
- E. INTRODUCTION TO ACCOUNTING INFORMATION SYSTEMS
 - 1. Describe and compare competing Accounting Information Systems
 - 2. Describe the QuickBooks interface.
 - 3. Explain and demonstrate the ability to create company files.
 - 4. Analyze sources and demonstrate the ability to enter transactions correctly into company files.
 - 5. Demonstrate opening, saving, and closing files.
 - 6. Create and manage lists, forms, and registers.
 - 7. Correct mistakes in general ledger.
 - 8. Create a fictitious company and set up company number list to include customers, vendors, employees, and chart of accounts.
- F. CUSTOMER TRANSACTIONS
 - 1. Identify customers and exhibit skills to set up customers.
 - 2. Analyze cash and credit sales and record them in the company files.
 - 3. Identify payments and record them into company files.
 - 4. Explain how to make deposits and apply knowledge by making deposits automatically from QuickBooks.
 - 5. Adjust entries to report accounts receivable and accounts payable.
- G. ADDITIONAL CUSTOMER TRANSACTIONS
 - 1. Differentiate bad debt from good debt.
 - 2. Apply knowledge to post credit memos.
 - 3. Prepare customer statements.
 - 4. Assess finance charges and enter them into QuickBooks.
- H. VENDOR TRANSACTIONS
 - 1. Describe the relationship between the vendor and the company.
 - 2. Describe how to set up vendors and apply knowledge to do so in QuickBooks.
 - 3. Demonstrate how to track classes.
 - 4. Demonstrate how to perform job costing.
 - 5. Identify company vendors and apply skills to pay vendors.
 - 6. Describe the features and benefits of the loan manager.
- I. BANK RECONCILIATION
 - 1. Reconcile bank accounts.
 - 2. Identify bounced checks and demonstrate how to enter them.
 - 3. Reconcile credit cards.
 - 4. Export graphs to spreadsheets.
- J. REPORTS AND GRAPHS
 - 1. Explain the differences between cash and accrual accounting.
 - 2. Record cash, investing, and operating activities.
 - 3. Prepare a profit and loss statement.
 - 4. Prepare balance sheet.
 - 5. Run invoices.
 - 6. Explain a cash flow statement.
 - 7. Explain the differences between standard and custom reports.

Santa Ana Unified School District

8. Demonstrate how to create reports.
9. Create graphs from reports.
10. Post a credit and journal entry.

K. COMPANY FILE AND MAINTENANCE SETUP

1. Demonstrate skills to set up New Company including Chart of Accounts.
2. Demonstrate how to open balances.
3. Demonstrate how to handle open items.

L. CUSTOMIZING QUICKBOOKS

1. Demonstrate how to change user preferences.
2. Customize menus and windows.
3. Demonstrate how to work with lists.

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

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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.

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Santa Ana Unified School District

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.

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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.

COMPETENCIES

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.

Project Lead the Way Computer Science and Software Engineering



Information and Communication Technology:
Software and System Development Pathway

Introduction to
Engineering Design*

Principles of
Engineering*

Fall 2015
Computer Science
and Software
Engineering*

Fall 2016
AP Computer
Science

**Project Lead the Way* Computer Science and Software Engineering - students engage in open-ended problem solving, learn and apply the engineering design process, and use the same industry-leading technology and software as are used in the world's top companies.

Certification: *Certified SolidWorks Associate (CSWA)*

AGENDA ITEM BACKUP SHEET**August 25, 2015****Board Meeting**

TITLE: Renewal of Agreement between Henry T. Nicholas Education Foundation DBA Nicholas Academic Center and Santa Ana Unified School District for 2015-18 School Years

ITEM: Consent

SUBMITTED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

PREPARED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the renewal of agreement between the Henry T. Nicholas Education Foundation DBA Nicholas Academic Center (NAC) and the Santa Ana Unified School District for the 2015-18 school years. At its August 12, 2008 meeting, the Board approved the Henry T. Nicholas Education Foundation DBA Nicholas Academic Center agreement.

This agreement provides the District students with a supplemental college preparatory program at Valley High School. The NAC program will use Valley High School facility space after regular school hours and after regular summer school hours.

This agreement supports LCAP goal 2.11 “Establish partnerships that ensure student success.”

RATIONALE:

Nicholas Academic Center provides support to underserved high school students to improve their academic performance and to achieve their full scholarly and social potential. In order to meet these goals in high school and at college NAC will:

- Offer supplemental, non-accredited courses to keep students actively learning.
- Offer varied courses in the core subjects order to retain knowledge and provide a foundation for the knowledge they will gain.
- Provide monthly career-speaker series.
- Offer leadership workshops.
- Coordinate community service activities.
- Provide monthly Parent Platicas (meetings) to facilitate family discussions about important topics, such as leaving home for college.

- Offer daily living skills workshops (NAC prepares students to handle life experiences that await them in college).
- Direct students towards scholarship sources in order to help cover the cost of a college education.
- Give continued support, including visits from the NAC team during college.
- Provide annual need-based stipends to cover college related costs (Awards range from \$600 to \$5,000 annually, based on need).
- Advocate for students within their educational institutions.
- Offer career guidance.
- Continue support as they prepare to graduate from college.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the renewal of agreement between the Henry T. Nicholas Education Foundation DBA Nicholas Academic Center and the Santa Ana Unified School District for the 2015-18 School Years.

LP:sz

AGREEMENT

THIS Agreement of use is entered into as of the 26th day of August, 2015 (the "Effective Date") by and between the Santa Ana Unified School District (the "DISTRICT") and the **Henry T. Nicholas Education Foundation DBA Nicholas Academic Center**.

WITNESSETH

WHEREAS, the DISTRICT owns and operates the Valley High School located at 1801 S. Greenville, Santa Ana, CA 92704 (collectively herein, the "School"); and,

WHEREAS, the School has certain facilities space to provide after school use by the **Nicholas Academic Center**; and,

WHEREAS, the DISTRICT and the **Nicholas Academic Center** desire to, enter into an Use Agreement (the "Agreement") for the purpose of providing an after school program for Santa Ana Unified school district students; and,

WHEREAS, the Agreement will be based on the **Nicholas Academic Center** using the facility space needed for their program after regular school hours primarily 3:00 to 7:00 p.m. during the school year and 12:00 to 5:00 p.m. during the summer school program. The telephone and custodial costs for the after school facility operation will also be paid by **Henry T. Nicholas Education Foundation**. Appropriate electrical reimbursement will be \$6 per hour. Custodial costs in excess of school operational standard will be charged at \$15 per hour; and,

WHEREAS, this agreement is intended to constitute a binding agreement; and,

WHEREAS, both the District and **Henry T. Nicholas Education Foundation** understand and agree that this Agreement contains all the essential terms.

NOW, THEREFORE, the parties agree that the terms of the Agreement will include, among others, the following terms:

1. **Term.** The term of the Agreement will be for (3) years, unless sooner terminated as provided for hereinafter and in the Agreement.

2. **Exclusive Use; limitations.** DISTRICT will have the sole and exclusive use of the Facilities during regular public school hours each day, (excluding space made available for Center staff to prepare for the Center programs), including summer school, and at such other times as the Facilities may be needed for school purposes or are not being used by **Nicholas Academic Center** or its agents. At all other school operation days, the **Nicholas Academic Center** will be entitled to use the Facilities space for student learning activities purposes and will be issued keys for the appropriate facility including restrooms. The **Nicholas Academic Center** will not use the Facilities space for any other purpose or purposes without the prior written consent of DISTRICT. Center staff will be required to have finger printing verification completed by the District or County agencies to allow such staff to be on the campus.

3. **Terms of Payment for Use of Facilities.** The amount of compensation, to DISTRICT for the use of the Facilities by **Henry T. Nicholas Academic Center** is waived during the terms of this agreement.

4. **Improvements.** The improvements will include the cosmetic modernization and purchase of capital equipment. All the particular items for such improvements, such as plans, specifications, size, and location shall be approved by the DISTRICT prior to their construction, purchase or installation.

5. **Maintenance of Facilities.** The maintenance responsibilities are retained by the District. Normal wear and use is expected. Over use will cause the parties to meet and possibly adjust responsibilities and or costs.

6 **Supervision.** The **Henry T. Nicholas Education Foundation** will be responsible for supervision while using the Facilities.

7 **Damage and Repair.** The **Henry T. Nicholas Education Foundation** and DISTRICT will pay for the repair or replacement of any damage caused by that party.

8. **Insurance.** The **Henry T. Nicholas Education Foundation** and DISTRICT will provide reciprocal insurance for any claims resulting from their respective use of the Facilities.

9. **Indemnification.** The **Henry T. Nicholas Education Foundation** and DISTRICT will provide reciprocal indemnification protection for costs, damages, liability and claims caused by or arising out of or related to such party's negligence or willful misconduct.

10. **Assignment and Sublease.** The **Henry T. Nicholas Education Foundation** will not assign or sublease the Agreement without Districts' prior written authorization.

11. **Default and Termination.** DISTRICT will be able to terminate the Agreement for **Henry T. Nicholas Education Foundation** caused breach or default of such agreement, or upon one (1) year's prior written notice if DISTRICT reasonably determines that the Facilities are needed for school purposes.

12. **Compliance.** The District warrants that the Facilities comply with the building codes and other building requirements, including but not limited to safety, and the fire codes, that were in effect at the time the Facilities each portion thereof, was constructed. The District further warrants that the facilities comply with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect as of the Effective Date.

13. **Notices.** All written notices to be given pursuant to the terms hereof shall be either delivered by personal delivery or deposited in the United States mail first class, postage prepaid and addressed as follows:

DISTRICT: Santa Ana Unified School District
1601 E. Chestnut Avenue
Santa Ana, CA 92701-6322
Attention: Business Services

Henry T. Nicholas Education Foundation
412 W. 4th Street
Santa Ana, CA 92701-4505
Attention: Judge Jack K. Mandel
Executive Director

The foregoing addresses may be changed by written notice to the other party as provided herein.

13. No addition to or modification of any provision contained in this Memorandum shall be effective unless fully set forth in writing and agreed to by all parties.

Agreed to by:

Henry T. Nicholas Education Foundation

Santa Ana Unified School District

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

Date: _____

Date: _____

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Amendment Agreement between Agile Mind Inc. and Educational Services for 2015-16 School Year

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., K-12 Assistant Superintendent, Teaching and Learning

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the amendment agreement between Agile Mind Inc. and Educational Services for the 2015-16 school year. This agreement was originally Board approved at its April 28, 2015 meeting.

Agile Mind Inc. will train staff to reach high quality, research-based curriculum and programs to help improve student learning. Agile Mind Inc. is a company that has a proven track record, having served nearly three million students and 30,000 educators. Their approach is:

- 1) Comprehensive, aligned system for teaching and learning
- 2) Teachers at the heart of instructional leadership
- 3) Built for next-generation standards, not just aligned to them
- 4) Explicit design for 21st Century Skills
- 5) Embedded formative assessments

LCAP Goal 1.1: Provide equitable student access to a rigorous, standard-based, instructional program that include, but not limited to high-quality instruction, instructional materials, academic supports, and technology-based resources.

LCAP Goal 1.7: Expand access to math and science programs by increasing opportunities in Project Lead the Way, and Science Technology Engineering Arts Mathematics programs at all schools.

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 to ensure full implementation of the new CA State Standards and assessments.

RATIONALE:

We are currently piloting the Academic Youth Development (AYD) program at three high schools with four teachers participating. The observational data from district math curriculum staff and the anecdotal feedback from teachers and students indicates that this program will have its intended impact on 9th graders in preparing them to pass Algebra 1 the first time they take it. In addition, we will have concrete assessment data through Measure of Academic Progress (MAP) assessment by June 2015.

In looking carefully at the AYD program, the program will be better situated as an 8th grade support class or summer transition class so that students struggling with math will not have to wait until 9th grade to receive support. Thus, in Phase 2 of this pilot, we will be piloting AYD in 8th grade and during summer school. Simultaneously, we are offering 9th graders with Agile Mind Intensified Algebra 1 (IA) course that embeds AYD directly into Algebra 1 and will enable students to take Algebra 1 in the normal sequence, rather than waiting until 10th grade.

The pilot for AYD will include up to nine teachers and the opportunity will be offered to all intermediate schools. The cost of this component of the pilot will be \$9,000.

The pilot for IA will include up to 18 teachers and the opportunity will be offered to all SAUSD high schools. The cost of this component of the pilot is \$107,625.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the amendment agreement between Agile Mind Inc. and Educational Services for the 2015-16 school year.

AGILE MIND™ – (Agile Mind Educational Holdings, Inc.)

SERVICES AGREEMENT

This services agreement (this "Agreement") is entered into as of July 15, 2015 between Santa Ana Unified School District ("District") and Agile Mind Education Holdings, Inc. ("Agile Mind"). This Agreement describes the terms and conditions under which District has agreed to license certain computer-based on-line learning programs, tools, and services of Agile Mind that the company makes available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to obtain the Services in the subjects specified below for the specified number of students, teachers, and campuses for the following fees: \$116,625.

Intensified Algebra

- Course services for 9 teachers and 590 students
- 35 additional students that may be subtracted from the second payment due 08/31/2015 - \$85 each
- 9 Full-day on-site advisor services

School Year Academic Youth Development

- Course services for 3 teachers and 185 students
- 3 Full-day on-site advisor services

2-Day on-site seminar

- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Services as specified in paragraph 1.a. during the term of this Agreement. Use of the Services includes access to and use of materials on portions of the Agile Mind Web site for those Services ("Web site") (including use of materials available for printing on the Web site). District will be licensed to (and may use) the Services only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Services to assist the students and (ii) school administrators at the campuses may use the Services to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:
- Print or make additional photocopies or electronic copies of Web or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student authorized to use the Services,
 - Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
 - Share or distribute passwords or access codes.
- c. District may use the Services, the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.
- d. The Services provided pursuant to the Initial Term of this Agreement shall be provided through June 30, 2016. The Initial Term of this Agreement shall terminate on June 30, 2016 provided that on July 1, 2016 and each successive July 1 thereafter, this Agreement shall renew for a successive additional one year period unless either party, at least thirty (30) days prior, gives written notice of termination prior to such renewal date.

- e. District will remit the fees specified above directly to PO Box 847376, Dallas, TX 75284-7376. In addition, District will pay any sales, use and similar taxes relating to the Services. Proof of exemption from those taxes must be on file with Agile Mind for any order to be treated as exempt from those taxes. District will pay the fees and taxes as follows:

\$58,312.50 due 15 days from the date of invoice

\$58,312.50 due on or before August 31, 2015

2. RETENTION OF RIGHTS

The Services, together with the Web site and the software, content, data, and other materials used or made available by Agile Mind in providing the Services and any information in or derived from the foregoing (collectively, "Related Materials"), are proprietary and confidential to Agile Mind. District, including its teachers and students (together with the students' parents and administrators), may use (and agrees to use) the Services and Related Materials only as specified in this Agreement, and agrees not to make any other use or any disclosure of the Services or Related Materials. As part of this obligation, District may not modify, redistribute, sell, decompile or reverse engineer the Related Materials, or otherwise reduce any portion of the software included in the Related Materials to a human-perceivable form or seek to derive or use any algorithms, concepts, techniques, processes or methods embodied in the software. Agile Mind retains all rights as to the Services and Related Materials (including copyright, trade secret, trademark and other intellectual property rights), and any implied rights are excluded and disclaimed.

3. AUTHORIZATIONS

Agile Mind represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for Agile Mind is authorized to sign on behalf of Agile Mind. District represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for District is authorized to sign on behalf of District.

4. INDEMNIFICATION

District acknowledges that it is responsible for the use of the Services and Related Materials by District and its teachers and students (together with the students' parents and administrators), including compliance with District's own policies and procedures relating to the Internet. To the extent permitted by applicable law, District agrees to indemnify, hold harmless and (at Agile Mind's request) defend Agile Mind from any cause of action or other claim that arises from such use of the Services and Related Materials.

5. CONFIDENTIALITY

Neither party shall disclose this Agreement or any of its terms and conditions to any third party without prior written notice to the other party, except to the extent a party is obligated by law or by a court of competent jurisdiction to make a disclosure, provided that the party subject to the obligation to disclose promptly notifies the other party and reasonably cooperates with the other party to limit the disclosure and use of the Agreement or its terms and conditions. In addition, a party may disclose this Agreement or its terms and conditions to actual or potential acquirers of, investors in, or sources of financing for all or any part of the party.

6. WARRANTY DISCLAIMER

Agile Mind will use commercially reasonable efforts to have the Services purchased by District conform in all material respects to the functional description of the Services on the Web site from which the Services are provided. The Services and Related Materials are otherwise provided "as is." **AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that

exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential, indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral, written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind’s right to payment for (and District will pay) fees and other amounts, including fees for the Services, for the period before expiration or earlier termination.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind’s business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Delaware. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Delaware.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind, Inc.:

Agile Mind, Inc.
ATTN: Laurie Mayhan
866-284-4655
Fax: 817-442-8351
lmayhan@agilemind.com

1705 W. Northwest Hwy
Suite 160
Grapevine, TX 76051

If to District:

School or District Name: _____

ATTN: _____

Street: _____

City/State/Zip: _____

ACKNOWLEDGED AND AGREED:

Agile Mind

District:

Signature

Signature

Print Name

Print Name

Title

Title

Phone

E-Mail

Additional Information Requested:

District or Campus Project Director	
Designated person(s) who will serve as the principal or sole contact and coordinator for Agile Mind at the district and/or campus level. Agile Mind team members will work directly with the project director during the implementation and enactment of Agile Mind.	
Name	
Title	
Phone	
Email	

District or Campus Technology Contact	
Designated person(s) who will serve as the technology contact(s) at the district and/or campus level. Agile Mind team members will work directly with the technologist to ensure that district office and participating campus sites have the required technology infrastructure in place in order to successfully use Agile Mind.	
Name	
Title	
Phone	
Email	

District or Campus Billing Contact	
Designated person(s) who will serve as the billing contact(s) at the district and/or campus level. Agile Mind will send all invoice and billing information to this contact(s).	
Name	
Title	
Phone	
Email	

AYD

Academic Youth Development

The Agile Mind logo features the word "agile" in a blue, lowercase, sans-serif font, and the word "Mind" in a larger, multi-colored, uppercase, sans-serif font. The letters in "Mind" are red, orange, yellow, green, and blue. A registered trademark symbol (®) is located to the upper right of the word "Mind".

Reshape Students' Academic Identities.
Enhance Academic Engagement.
Transform Student Achievement.



"AYD was the catalyst to a district-wide conversation about changing classroom practice to reflect a growth mindset. It was the voices of our AYD students—and their success in algebra and other classes—that helped convince us that we needed to begin to influence beliefs and practices throughout the district."

—Kate Jamentz, Ed.D., Academic Deputy Superintendent, Fremont Union High School District

As states implement more rigorous academic standards, district and school leaders nationwide grapple with difficult decisions about how to invest diminishing budgets to increase the number and diversity of students who succeed in mathematics and science and who graduate college and career ready.

Emerging research shows that even modest interventions in student belief systems and learning environments can have a powerful and positive effect on student motivation and success. Equally important, these interventions help create productive relationships with peers and teachers that encourage student participation, productive persistence, and mutual accountability in the classroom.

Academic Youth Development—created by Agile Mind in collaboration with the Charles A. Dana Center at the University of Texas at Austin and with leading psychologists—translates the latest psychological and learning sciences research on student motivation, engagement, and learning into practical strategies and tools that can be enacted by teachers and students every day, in every classroom. AYD changes how students understand intelligence and their own ability to achieve. AYD also drives a cultural change in the classroom by instilling in students a willingness to share their ideas and to engage productively with their teacher and with other students.

Agile Mind is committed to enhancing both equity and high achievement in mathematics and science in our nation's middle and high schools. Founded in 2002, the company works in collaboration with leading educators to develop comprehensive programs, tools, and services that enable educators and education systems to support rigorous instructional experiences for all students. In addition to Academic Youth Development, Agile Mind offers comprehensive programs—encompassing, under one umbrella, job-embedded professional development, curricula, formative assessment, and data analytics and reporting—for middle school mathematics through AP Calculus and Statistics, as well as high school Biology.

Students change.

AYD helps teachers and students understand that intelligence isn't a fixed quality—being smart is about how you think and what you do, not about who you are. Students learn how their brains change as they learn and how effective effort, productive persistence, skills of collaboration, and motivation can change their academic success. Students also learn how to manage their own engagement in schoolwork, thus taking responsibility for their own learning.

Teachers change.

AYD transforms the way teachers approach their students and their practice. Through professional development, teachers are equipped with new knowledge and new teaching strategies, as well as with comprehensive tools for successfully enacting the curriculum and supporting the potential success of all students. Participating teachers credit the program for significant growth in their satisfaction and in their growth as professional educators.

Classrooms change.

AYD goes beyond individual students and transforms classroom engagement. It creates student leaders with skills and information to share with their peers, thus improving the learning culture—and outcomes. The program gives students and teachers an explicit set of tools and strategies for applying new ideas in daily learning. In addition to providing social and cognitive learning curricula, AYD builds critical thinking skills with learning activities that center on logical reasoning and problem solving in mathematics and across the curriculum.

Results change.

Independent evaluations of AYD have documented significant achievement gains in middle and high school mathematics, with particularly strong gains among low-income and minority students. In Cupertino, CA, fewer than 10 percent of AYD students repeated Algebra I, compared with 24 percent of non-AYD students. Similarly, in Evanston, IL, AYD students achieved a 12-point increase on the state assessment, and fully 85 percent met the district's growth target, while non-AYD students recorded just a 6-point increase on the assessment.

The AYD Family of Programs for Educators and Their Students

The programs in Agile Mind's AYD family share common foundations in the latest research on student motivation, engagement, and learning, and each program is designed to increase the number and diversity of students who succeed in STEM courses and in high school. The AYD programs stimulate interest in learning through interactive animations of key concepts, rich instructional materials, and problem-solving scenarios that create novel opportunities to apply new learning. With these common foundations and outcomes, the resources, structures, and design of each program is tailored to meet the specific needs of its intended audience.

Summer-Start AYD

Summer-Start AYD, for students and teachers who are preparing for Algebra I in the fall, prepares students to excel in high school, constructing a positive learning environment for themselves and their peers. Beginning in a relaxed rather than high-stakes setting, Summer-Start AYD introduces key ideas and strategies from the psychology of learning that students can use to explore and practice problem-solving activities and engage in challenging work known to be associated with success in algebra and higher-level mathematics. Program activities directly align with the standards for college readiness, and the knowledge and skills students gain in the summer session are reinforced, strengthened, and shared with peers during the academic year.

[65 curriculum hours for students, 60 hours of blended professional development for teachers]

School-Year AYD

School-Year AYD, for students in grades 8-10 and their teachers, is taught during advisory, homeroom, and after-school programs. With rich facilitative protocols for teachers to use, the curriculum, enriched with interactive simulations and problems, teaches students strategies to manage their learning and to persist in the face of challenging schoolwork. Students are guided through problem-solving activities and small-group discussions that teach them key concepts from the psychology of learning and help them build trust, teamwork, and collective responsibility for learning. As a result, students become more knowledgeable, effective, and reflective about their learning.

[65 curriculum hours for students, 60 hours of blended professional development for teachers]

Educator's Course in AYD

An Educator's Course in Academic Youth Development, for faculty teams in schools and districts interested in learning about the powerful emerging research and strategies, includes a one-day face-to-face seminar focused on what key research reveals about how adults can shape student learning and achievement, and independent study of the research coupled with participation in a facilitated online learning community.

[Educators earn 15 hours of CPE credit through The University of Texas at Austin]

AYD outcomes:

Schools can expect:

- Significant achievement gains in middle and high school mathematics courses, with particularly strong gains among low-income and minority students

Students report changes in attitudes, beliefs, and behaviors:

- Higher self-confidence and greater feeling of support from peers and teachers
- Greater motivation and persistence in the face of frustration with challenges
- Increased use of learning strategies that benefit achievement, such as the purposeful selection of approaches to problem solving
- Understanding that with effort, they can increase their intelligence and capacity for academic achievement

Teachers can expect:

- Students taking more responsibility for creating and sustaining positive, productive learning environments
- Better student-to-student communication that enables students to talk through ideas and solve problems together
- Higher levels of student engagement—especially among those who were previously disengaged in school

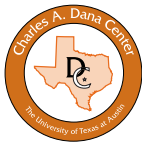
Agile educators. Agile learners. Agile tools to support high achievement.





Intensified Algebra I | An intervention program for struggling students

Help struggling students *catch up* and *succeed* in algebra and beyond. Equip teachers with cohesive, integrated resources to enable them to help students in need to achieve. Transform academic beliefs and behaviors.



A collaboration between the Charles A. Dana Center at The University of Texas, the Learning Science Research Institute at the University of Illinois at Chicago, and Agile Mind

In districts nationwide, as many as 50% of students fail Algebra I the first time and must repeat it—some more than once. What happens to those who are one or more grade levels behind before they *begin* Algebra I?

Intensified Algebra I is a comprehensive program for an extended-time Algebra class that helps students who are significantly behind become successful in algebra *within one academic year*. It transforms the teaching of algebra to students who struggle in mathematics.

Help students succeed.

Central to the program is the idea that struggling students need a powerful combination of additional time, a challenging curriculum, and cohesive, targeted supports and interventions. *Intensified Algebra I* addresses the need for a robust Algebra I curriculum that provides embedded review-and-repair support for the many dimensions of learning mathematics, including social, affective, linguistic, and cognitive learning strategies.

Intensified Algebra I uses an asset-based approach that builds on students' strengths and helps students to develop academic skills and identities by engaging them in the learning experience. The program is designed to help struggling students succeed in catching up to their peers, equipping them to be successful in Algebra I and their future math and science courses.

Help teachers succeed.

Helping students to catch up is highly demanding work. *Intensified Algebra I* supports 70–90 minutes of daily classroom instruction and includes professional services, embedded professional supports, assessment tools, classroom instruction tools, curriculum, and real-time reports on student progress.

Transform beliefs and behaviors.

Intensified Algebra I melds best practices in algebra instruction with advances in developmental and social psychology and in research on struggling learners to shape students' engagement, confidence, and commitment to challenging academic programs.

Intensified Algebra I

- Targets conceptual understanding, associated skills, and related problem-solving and reasoning capabilities
- Provides integrated, effective review/repair strategies
- Supports ongoing, distributed practice
- Re-engages learners through multiple representations of mathematical ideas
- Integrates interventions from social psychology to motivate and build students' positive beliefs about their academic abilities
- Encompasses enhanced formative assessment strategies and real-time data to inform instruction
- Includes supports for struggling students and for literacy and language development

For teachers...

New and experienced teachers benefit from comprehensive support:

- **Research-based and standards-aligned instructional resources**, enriched by visualizations of key mathematical concepts, that increase student engagement and learning
- **Resources, tools, and classroom routines** that enable teachers to establish positive learning environments in an extended-period class, while intensifying students' progress
- **Ongoing online assessment tools** that provide immediate feedback and real-time reporting
- **Tools for higher-quality class preparation**, including lesson plans, teaching advice, and strategies for improving student performance
- **Professional services** facilitated by master teachers—face-to-face seminars, supplemented with monthly, web-based seminars



For students...

Intensified Algebra I helps students thrive with a challenging mathematics curriculum:

- **In-depth, hands-on exploration tools**, including animations, simulations, and practice problems, to build comprehension of key concepts
- **Continuous feedback** with interactive animations, formative assessments, tips, and self-test questions and answers
- **Differentiated instruction** that targets needed practice and review through rich visualizations, multiple representations of concepts, and daily small-group activities
- **Strategic routines and structures** to access and organize students' growing understanding of crucial mathematics content

For more information on how to bring *Intensified Algebra I* services to your school or district:

Call toll free: (866) 284-4655 select "2"

Email us at info@agilemind.com

Development History

The *Intensified Algebra I* program responds to an urgent request from members of the Urban Mathematics Leadership Network (UMLN), an organization of mathematics leaders in twenty-five of the nation's largest school districts. Mathematics directors and superintendents from UMLN districts identified the high failure rate in ninth-grade algebra classes as their top mathematics priority and called for development of a program to address this need.

Developed through a deep collaboration of the Charles A. Dana Center at the University of Texas at Austin, the Learning Sciences Research Institute at the University of Illinois at Chicago, Agile Mind, and leading educators throughout the country, *Intensified Algebra I* is funded with support from the National Science Foundation, the Searle Funds of the Chicago Community Trust, the Bill and Melinda Gates Foundation, and the Carnegie Corporation of New York.

Agile educators. Agile learners. Agile tools to support high achievement.

agile
Mind®

What Teachers Think About Intensified Algebra I

A Study of Teacher Experience

External Evaluation by Inverness Research, Inc.

To complete an external evaluation of the Intensified Algebra I Project, Inverness Research developed and administered a survey to document the experiences and opinions of teachers who piloted Intensified Algebra I (IA) materials in their classrooms from 2008 to 2011.

Major Contributions of the Intensified Algebra I Program: Survey Highlights

- ❖ At least 90% of teachers say IA benefitted their students in:
 - Deeper conceptual learning of mathematics
 - Learning mathematics content
 - Developing problem-solving skills
 - Communicating mathematical ideas
 - Perseverance in solving mathematical problems
- ❖ At least 75% say IA also benefitted their students in:
 - Preparation for future math courses
 - Acquisition of mathematics skills
 - Reading and writing skills
 - Positive attitudes and dispositions toward mathematics
- ❖ 88% of teachers say IA materials are likely to benefit students who have traditionally not been successful in mathematics.
- ❖ 88% report that using IA materials influenced how they teach mathematics.
- ❖ 73% rate the IA materials “good” or “excellent” in terms of being teacher friendly.
- ❖ 73% found IA materials to work well in a double-period structure.
- ❖ 69% say IA materials are superior to alternatives for teaching double-period algebra.

Intensified Algebra I, a comprehensive program used in an extended-time algebra class, helps students who are one to two years behind in mathematics become successful in algebra. It is a research and development initiative of the Charles A. Dana Center at The University of Texas at Austin, the Learning Sciences Research Institute at the University of Illinois at Chicago, and Agile Mind that transforms the teaching of algebra to students who struggle in mathematics.

Central to the program is the idea that struggling students need a powerful combination of a challenging curriculum; cohesive, targeted supports; and additional well-structured classroom time. Intensified Algebra I seeks to address the need for a robust Algebra I curriculum with embedded, efficient review and repair of foundational mathematical skills and concepts. It aims to address multiple dimensions of learning mathematics, including social, affective, linguistic, and cognitive.

Intensified Algebra I uses an asset-based approach that builds on students’ strengths and helps students to develop academic skills and identities by engaging them in the learning experience. The program is designed to help struggling students succeed in catching up to their peers, equipping them to be successful in Algebra I and their future mathematics and science courses.

My view on teaching has changed immensely, as I see my Intensified Algebra students really engaged in important math content. While fluency with skills has its obvious place in the curriculum, the avenue for getting there should be through the conceptual understanding. My students don't see my class as a typical math class where they 'take notes,' but rather, they solve problems.

— Teacher response

Survey Results

BENEFITS FOR STUDENTS

∞ Teachers report that their students' math skills and understanding benefit from the Intensified Algebra I curriculum, along with their confidence and attitudes toward mathematics.

At least 90% of teachers report that their students benefit mathematically in the following areas, either to some extent, a large extent, or a very great extent:*

- Communicating mathematical ideas (94%)
- Developing a deeper conceptual learning of mathematics (93%)
- Developing problem solving skills (93%)
- Perseverance in solving mathematic problems (91%)
- Learning mathematics content (90%)
- Development of self-confidence in mathematical ability (90%)

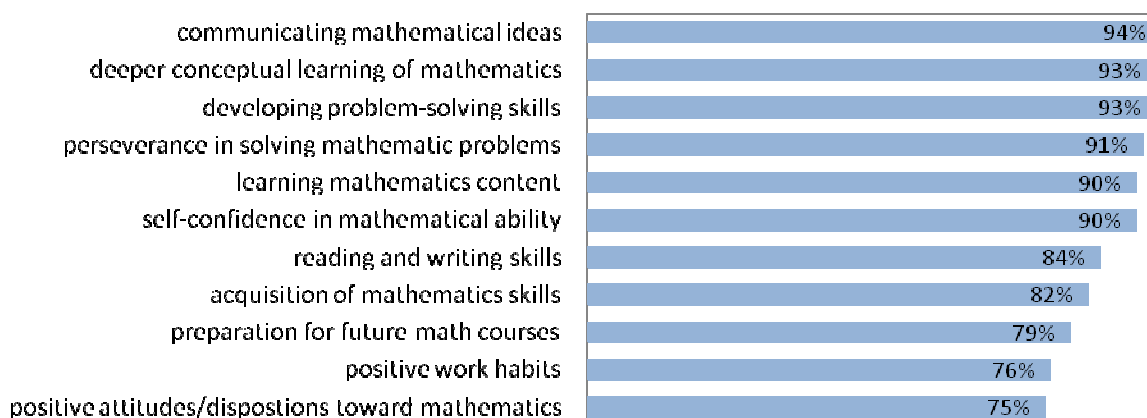
The IA materials are really good at making the kids write and think about what they're doing. Instead of just giving them problems and having them work them 50 times, they have to explain their answers and rely on previously learned materials.

— Teacher response

Teachers see student benefits in other important areas as well:*

- Reading and writing skills (84%)
- Acquisition of mathematics skills (82%)
- Preparation for future math courses (79%)
- Positive work habits (76%)
- Positive attitudes and dispositions toward mathematics (75%)

Perceived Benefits to Students in IA Classes



*Rated 3, 4, or 5 on a 5-point scale.

BENEFITS FOR STUDENTS (continued)

∞ Based on their experiences using IA in the classroom, 88% of teachers say the materials are likely to benefit students who have traditionally not been successful in mathematics.

More than half (52%) of the teachers indicate that IA materials are likely or very likely to help students who have traditionally not been successful in mathematics. Another 36% say that they are somewhat likely to help these students. A few of the survey comments follow:

- *It definitely made a huge difference in my underperforming students. Some of my students will do extremely well in geometry next year. I have a very good feeling about the program and I would recommend it to other schools as well as other teachers.*
- *I have 6 students who are in the Intensified Algebra now but who failed the traditional algebra class last year and are doing great in IA!*
- *I am very excited to get to teach IA again next year! My kids are seeing amazing gains in their math abilities, confidence, and willingness to take risks in math. They are the kids who usually hide in the classroom, are afraid to get called on, and are now feeling good about their math abilities!*

∞ Teachers say Intensified Algebra I units are engaging for students and teach important math content.

Most teachers say the IA units are engaging for students. Even greater numbers of teachers rated the units as teaching important math content.

	Engaging for students*	Teaches important math content*
Unit 1: Getting started with Algebra	82%	83%
Unit 2: Introduction to functions and equations	88%	97%
Unit 3: Rate of change	89%	100%
Unit 4: Linear functions	83%	97%
Unit 5: Linear equations and inequalities	87%	97%
Unit 6: Systems of linear equations	78%	96%
Unit 7: Exponential and quadratic functions**	78%	100%
Unit 8: Solution methods for quadratic equations**	84%	95%

*Rated to "some extent," "a large extent," or "a very great extent" (3, 4, or 5 on a 5-point scale).

**Because of the timing of the survey, more teachers had used Units 1-6 than Units 7-8.

Teacher Responses:

- *The quality of the program is excellent because it utilizes many strategies/resources to help students truly conceptualize the various concepts/materials. This includes but is not limited to the use of technology, partner/group activities, graphing calculators, etc.*
- *It's much more interactive and students are heavily involved and engaged. The online assignments make the kids way more involved in the class process. This is more discussion-based.*
- *We chose IA because the students start right away doing equations instead of using remedial math. That is very exciting for the kids.*
- *I liked how it makes students think. They need to understand that much of learning is dependent on themselves, not on what the teacher does.*

BENEFITS FOR TEACHERS

∞ 88% of teachers report that participating in the IA project was educative, and that using IA materials with their students has influenced how they teach mathematics.

Many teachers report that their practices changed as a result of using IA materials, demonstrating that IA can deepen and shift teacher understanding of what effective mathematics instruction entails and its potential positive outcomes—even beyond the classes where they use IA materials.

- *I am finding that I want students to know how to use several different methods to solve a problem. I'm teaching them to become problem solvers rather than problem doers.*
- *It has been very helpful in causing me to develop strategies with struggling learners. It has helped me break down the lessons for the students and really give them a conceptual understanding of the material.*
- *I now feel more comfortable teaching certain topics that I used to have a difficult time getting some students to understand. It broke it down into smaller chunks so the students could understand.*
- *I think I'm better at waiting for students to see patterns, and letting them draw their own conclusions. One trick to use these materials successfully is that you can't give the students too much too early. They are the explorers on the journey, and you can't take that away from them.*
- *It revived me in the sense that I feel I actually was capable of teaching 9th grade algebra to students with a content level of understanding around 5th /6th grade on average. If you can keep them actively involved because of the spiral learning and the reading comprehension level you will get more students working IN class than I've seen in years.*

∞ Teachers say the materials are well designed in the sense of being teacher friendly and a good fit for the double-period structure.

Almost three-fourths of teachers (73%) rate the IA materials as “good” or “excellent” in terms of being teacher friendly, and 74% find them to work well in a double-period structure.

∞ Teachers report that the IA materials are superior to alternatives for the double-period structure.

Sixty-nine percent of surveyed teachers say IA materials are superior to alternatives for teaching algebra in a double-period format. Another 17% said the IA materials were as good as the alternatives.

- *We also offer another double-block period traditional algebra class paired with a basic skills drill practice period, which has not been as successful as the IA class (when compared to students' scores on state assessments and semester final tests).*
- *Even though it's been difficult for me to implement IA the way it was written due to classroom management issues, I still see more improvement in these students than in my regular Algebra 1 class. They do better on constructed response type problems than my regular algebra students do. They justify way more than the regular algebra students as well. They have a bigger toolbox with different strategies they can access and use. Finally they can tackle a problem and use multiple representations to solve it.*

ADDITIONAL FINDINGS FROM SURVEY AND INTERVIEW DATA

Teachers used IA materials as designed most of the time.

Fifty-nine percent of teachers indicate they follow the IA materials as designed all or most of the time. Nearly all others (37%) say they follow them closely some of the time. The percentage of teachers who reported that they were implementing with fidelity was much higher among interviewed teachers (as opposed to those who only took the survey) with one caveat: most also said that they don't do the Processing Homework as designed.

- *I do the processing homework differently because I tried using the IA process but it wasn't helpful for me. I would see students doing homework in class or cheating when we did it in class so I would rather collect it at the beginning.*

Did all teachers succeed equally with the IA materials?

Survey responses revealed that about one-third of the teachers flourished, one-third adapted and adjusted at least in part, and one-third struggled or simply did not like the approach. This finding is understandable in that the materials are challenging, teachers did not all volunteer, and teachers' contexts vary greatly in terms of how much support they were offered both for the goals of Intensified Algebra I and its implementation. In addition, though IA was designed to be used in a double-period structure, double periods were not available to all teachers.

What did we learn about teachers who are most positive about the IA materials?

Sub-analyses of survey data and probing during interviews helped to reveal the factors that tend to be associated with successful and positive use of the materials. Teachers who responded most positively to the survey tended to use the IA materials as designed, though there was some variation in the level of fidelity of usage by those teachers. Overall, experienced and veteran teachers tended to use the materials with more fidelity than did newer teachers, and the more experienced teachers tended to be most positive about the materials.

What criticisms of the materials do some teachers have?

When asked what they did not like about the materials, some teachers who were generally positive nevertheless commented on pacing issues—they had to be careful to keep moving in order to complete the materials and sometimes found the authors' estimates of time required to complete lessons and units overly optimistic.

- *It was hard to get through the whole thing every day. My kids rarely got that chance to get started on their homework. So, often they wouldn't do it at all. I didn't do the processing homework the way they suggested. I went back to my standby and told them the answers to the homework.*
- *Ideally, the elements and the flow work great. The problem is that the whole section can take an hour but more difficult content could take 2 days.*
- *The homework is a little bit long in my opinion. It takes more than the recommended time. I spend between 15-20 minutes so that my students are sure to understand. I solve the problems with my kids so they get the conceptual understanding. Then the homework actually works.*
- *Some of the tests are half period but they take us a whole block. Some of the lessons are one-day lessons but it takes us two.*
- *There was just too much reading for our low students and we couldn't keep up with the pacing. What we needed to do in one day would take a week because of the low reading level of the students.*

Teachers who liked the materials less commented more often on the need to add more practice and to give greater attention in the materials to “developing skills.”

- *I need to supplement about once a week usually to give more practice and stop and do an informal assessment. I can't always wait until the end of the unit to assess, so I'll do it midcourse.*

Teachers varied in the extent to which they value the Academic Youth Development (AYD) component. Those who liked it thought it helps struggling learners understand how to succeed in math.

- *I loved the AYD part the most! We were trying to bring these important issues into our classroom. I loved that it was built in. The students responded well most of the time. I think it's one of those things that you might not see affect kids but that it's in the back of their minds niggling at them. We brought the parents in to share with them the AYD.*
- *Because of AYD, my IA students become better thinkers and have better problem-solving skills and a better work ethic.*
- *The part about what it takes to be a good learner and good effort was something that initially we weren't liking because we wondered when we would get to the math. But boy did it pay dividends, and down the road it was so helpful to be able to say "is this really your best effort?" The students would self-evaluate, and the maturity has increased ten-fold.*
- *The essential thing about AYD is the part with the Toolbox. That is so valuable and because of it my students move to the next level of rigor. I made the students walk through making a poster and solving a problem and they saw the value of 4 stages of math problem solving. The kids didn't understand that before.*
- *The students find it interesting and it gives them a chance to show success. Where they are used to being shot down in a math class it allows us to build a relationship with the students before we start. Then when I talk to them about effort I can point them back to what they wrote down in their notebook about effort. Last year was the best year of teaching I've had in a long time, and that's what the other two teachers said too. The kids have been told they are dumb and we go through a period of attitude adjustment and the way the IA is unfolded it really builds them up. I tell them that they are doing things that 11th graders are doing, and they can't believe it.*
- *Sometimes they are just too corny and it doesn't draw our students into it. The kids don't buy into it because we're trying to sell it.*

What supports optimal usage of IA materials?

Almost three-fourths of teachers (73%) felt they were well prepared or very well prepared to use the materials. They cite the contributions of both formal professional development and collegial support. Some credited prior experience with other Agile Mind curriculum. In addition, an openness to the approach also helped prepare teachers to use the IA materials effectively.

- *I appreciated the professional development at the beginning of the year and mid-year. I also meet with another teacher after school to plan lessons, so I'm very comfortable with the material. Also, because I'm a proponent of the functions-based approach, it's easy for me to implement the materials.*

Teachers who felt less well prepared said they needed more planning time than they initially expected or than was available to them. This lack of time can lead to pacing issues.

- *Because it is a "prescribed" curriculum, it gives the illusion that you don't have to plan much, but it's actually the opposite. It requires that much more planning.*

A minority (but still substantial) number of teachers (42%)—including some who felt well prepared to use the IA materials—would have liked additional professional development or other support. They asked for an opportunity to see the materials in action and talk to other users and experts on the materials, whether through demonstration lessons, videos, or some other format. They asked for practical assistance in areas such as differentiated instructional use of the materials, assessment, and ways to engage students. Teachers may also need administrative support to understand the rationale for the curriculum and the contexts required for successful implementation.

- *I would like administrators to attend the professional development to understand the importance of a double period and how it makes this more effective.*
- *We did this program with fidelity and were happy with the results that we obtained. We accepted the fact we weren't going to cover exponents and polynomials but with the belief that if the group of students we pass on to Algebra 2 actually understand linear functions, how to solve equations and inequalities, and are capable of explaining solutions, they will far exceed those past students that barely understood a little of each piece of content that got them that passing grade. We also believe that the letter to the parents needs to stress that this course is not meant to fill in the gaps of what they did not understand in grade school or middle school and that additional tutoring should be sought to help their child's future.*

Some factors that led to less successful usage were identified.

What does not work is mandated use, use by teachers who do not understand the materials well and who have not been prepared to use them, and/or use of the materials with students for whom they were not designed.

Placing all students in IA regardless of math level can be a problem. High-level students move through content much more quickly than students with very low skills, particularly struggling and emerging readers.

IA is also less successful in a single-period class, and although it is clearly designed for use in a double-block class it is used in single-period classes too.

- *From the beginning I felt like it didn't make sense to do a double period Algebra 1 program if we didn't have double periods.*

IN SUMMARY

Teachers' experiences and opinions suggest that Intensified Algebra I is substantially different from most textbooks and single-period lessons. As a result, its successful implementation requires significant change on the part of the teacher and the students; therefore, it is not the easiest curriculum to implement. But survey data suggest that potential payoffs of supporting high-quality usage are substantial for teachers and their students. Teachers who are well prepared to use IA materials and who use them with lower-achieving students for whom the materials are designed tend to like the materials and find them effective.

Inverness Research concludes that the Intensified Algebra I curriculum, when well supported and well understood by both teachers and administrators, can be an effective tool to help improve the overall quality of the algebra learning experience for lower achieving students.

- *We have much work to do in refining the way the course is taught, how we assess the students and keep track of the data that we collect. As we explore new ideas on teaching this course better we should see math students with a greater understanding of mathematics when they leave high school than we have in the past.*

About the Survey and Teacher-Respondents

Of the 167 teachers who were using Intensified Algebra I materials around the nation in 2010-2011, 67 responded to the Inverness Research survey in spring 2011, a 40% return rate. As a follow-up to the survey, Inverness also interviewed 12 teachers in-depth about their experiences using the materials. These interviews were especially helpful in illuminating the factors that contributed to—or inhibited—effective use of the materials at the school level.

The survey gathered information to help answer questions about the use and value of the IA materials, including:

- How are teachers using the IA materials?
- What do teachers think about the quality and usefulness of the materials?
- What do teachers think about the IA materials in terms of being well designed to meet the challenges and opportunities of double-period structure?
- What conditions and supports lead to optimum usage and success?
- What challenges and issues are there in using the materials?
- What are the benefits to students?
- What are the benefits to teachers?

Evaluation findings reflect the experiences of teachers at all career stages, teaching in a variety of school systems and settings, in diverse classrooms that include many students who have traditionally struggled with algebra. Teacher-respondents represent 13 states.

Nine percent of respondents were in their first or second year of teaching; 42% had been teaching 3 to 5 years; 24% for 6 to 10 years; and 25% for 11 or more years.

The majority of teachers (82%) were teaching classes of primarily ethnic minority student populations. Most were teaching low-achieving students. Forty percent of teachers indicated that half or more of students in their IA classes ranked in the bottom quartile on standardized tests. Sixty-two percent of teachers used IA materials in classrooms where 75% or more students were in the third and lowest quartiles.

The majority of teachers (75%) based their responses on 6 to 7 months' use of the IA materials. The remaining teachers had used the materials for 1½ to 2½ years.

Inverness Research (IR) is a national educational evaluation and consulting group headquartered in Northern California. IR has over 20 years' experience studying local, state, and national investments in the improvement of education.

Inverness Research • P. O. Box 313, Inverness, CA 94937 • phone: 415-669-7156 • fax: 415-669-7186

Published June 2012

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Agile Mind Educational Holdings, Inc., 1705 W. Northwest Highway, Suite 160, Grapevine, TX 76051** hereinafter referred to as “CONTRACTOR.”

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, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR 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 CONTRACTOR:** Agile Mind Inc. will train staff to reach high quality, research-based curriculum and programs to help improve student learning. Per the attached Services Agreement Dated 7/15/2015

Their approach is:

- 1) Comprehensive, aligned system for teaching and learning
- 2) Teachers at the heart of instructional leadership
- 3) Built for next-generation standards, not just aligned to them
- 4) Explicit design for 21st Century Skills
- 5) Embedded formative assessments

Services shall be provided by (Name of specific individual, if required).

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/26/2015** and will diligently perform as required and complete performance by **6/30/2016**

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One Hundred Sixteen Thousand Six Hundred and Twenty Five** Dollars (**\$116,625**). DISTRICT shall pay

CONTRACTOR according to the following terms and conditions:

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

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' Compensation. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its 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
CONTRACTOR'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:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR'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 CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR'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 the **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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to 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:** CONTRACTOR 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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, 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 negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR 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 **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR'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:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR 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. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR 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) by 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**

CONTRACTOR:

**Agile Mind Educational Holdings, Inc.
1705 W. Northwest Highway, Suite 160
Grapevine, TX 76051**

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. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Letters of Agreement Dates 6/19/2015.

THIS AGREEMENT IS ENTERED INTO THIS **26TH DAY OF AUGUST, 2015.**

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

8/25/2015

Board Approval Date

By:

Signature

Printed Name

Title

Social Security or Taxpayer Identification

* Risk Manager should review all insurance requirements for the District.

* Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET

August 25, 2015

Board Meeting

TITLE: Approval of Renewal Agreement with Capstone Publisher, Inc. dba Capstone Digital 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 renewal agreement with Capstone Publisher, Inc. dba Capstone Digital for the 2015-16 school year.

LCAP Goal 2.8: Provide professional development for teachers in implementation of the new State standards and technology integration strategies.

RATIONALE:

Capstone Publisher, Inc. dba Capstone Digital will facilitate support to teachers in the implementation of myOn Reader program to provide students access to thousands of digital books to improve student achievement. myON provides anytime, anywhere access to a library of more than 8,000 enhanced digital books with multimedia supports, real-time reporting, and assessments with embedded close reading tools. The innovative digital-literacy platform allows students not only to read, but to read *closely*, to engage with digital texts in new ways that will transform the entire learning experience.

Teachers from Edison, Garfield, Harvey, Jackson, Kennedy, Pio Pico, Roosevelt, and Walker will be able to access the number and type of books opened and read, time spent reading, completion of book quizzes, results of regular benchmark assessments, and a report that forecasts long-term reading growth.

FUNDING:

Various Sites: \$73,600

RECOMMENDATION:

Approve the renewal agreement with Capstone Publisher, Inc. dba Capstone Digital for the 2015-16 school year.

MR:sz:ez



Price Proposal/Order Form
 Santa Ana Unified School District
 August 6, 2015

Capstone Publishers, Inc, dba Capstone Digital							
1710 Roe Crest Drive Mankato, MN 56003 Phone: (888) 728-1266 Fax: (888) 262-0705 Email: customerservice@capstonedigital.com							
Customer Billing Information							
Attention: Michelle Rodriguez Santa Ana Unified School District 1601 E Chestnut Ave Santa Ana, CA 92701							
Products and Services							
Item #	Description	License			List Price Per		Total Price
		Period	Term Start	Term End	Sites	Building	
	myON reader renewal - Garfield Elementary	12 mos	11/19/2015	11/19/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Roosevelt Elementary	12 mos	11/19/2015	11/19/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Pio Pico Elementary	12 mos	12/3/2015	12/3/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Andrew Jackson Elementary	12 mos	12/9/2015	12/9/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Edison Elementary	12 mos	12/10/2015	12/10/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Kennedy Elementary	12 mos	12/18/2015	12/18/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Carl Harvey Elementary	12 mos	12/19/2015	12/19/2016	1	\$6,950.00	\$6,950.00
	myON reader renewal - Walker Elementary	12 mos	12/22/2015	12/22/2016	1	\$6,950.00	\$6,950.00
	myON books - Family Literacy & Community Model	12 mos	9/1/2015	9/1/2016	1	\$4,950.00	\$0.00
	myON reader professional development - onsite session.	12 mos	9/1/2015	9/1/2016	9	\$2,000.00	\$18,000.00
	myON Literacy Toolkit	12 mos	8/31/2015	8/31/2016	10	\$2,495.00	\$0.00
Subtotal:							\$73,600.00
Sales Tax:							\$0.00
Total:							\$73,600.00
Start Dates							
Unless otherwise specified in this order form, the renewal date for your license(s) will be: »Renewal: the day following expiration of the prior license term »New License: 30 days after receipt and acceptance of the signed Purchase Order After we have accepted your purchase order, we will confirm the applicable start date.							
Services							
Any service offering that is not used during the applicable year may not be carried over or used in subsequent years.							
Invoice and Payment Terms							
Order Notes							
This proposal includes myON renewals for the following schools: Garfield, Roosevelt, Pio Pico, Andrew Jackson, Edison, Kennedy, Carl Harvey, and Walker Elementary Schools. Please note Professional Development onsite sessions have been included for each school as well as the myON Literacy Toolkit - this includes Romero Cruz which has a myON subscription until 2016. As a result of your partnership, myON books has been included at no charge for a Family Literacy and Community Model.							



Order Acceptance Form
 Santa Ana Unified School District
 August 6, 2015

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

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

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and (**Capstone Publishers, Inc. dba Capstone Digital, 1710 Roe Crest Drive, Mankato, MN 56003**) hereinafter referred to as “CONTRACTOR.”

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, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR 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 CONTRACTOR:** Will provide on-site professional development to support teachers in the implementation of myOn Reader program to provide students access to thousands of digital books to improve student achievement. myON provides anytime, anywhere access to a library of more than 8,000 enhanced digital books with multimedia supports, real-time reporting, and assessments with embedded close reading tools. The innovative digital-literacy platform allows students not only to read, but to read *closely*, to engage with digital texts in new ways that will transform the entire learning experience. Teachers from Edison, Garfield, Harvey, Jackson, Kennedy, Pio Pico, Roosevelt, and Walker will be able to access the number and type of books opened and read, time spent reading, completion of book quizzes, results of regular benchmark assessments, and a report that forecasts long-term reading growth.

Services shall be provided by (Name of specific individual, if required).

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/26/2015** and will diligently perform as required and complete performance by **6/30/2016**

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed (**Eighteen Thousand**) Dollars

(\$18,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' Compensation. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its 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
CONTRACTOR'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:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR'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 CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR'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 the **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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to 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:** CONTRACTOR 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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, 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 negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR 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 **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR’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.

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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.

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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) by 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

CONTRACTOR:

Capstone Publishers, Inc. dba Capstone

Digital

1710 Roe Crest Drive

Mankato, MN 56003

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. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Price Proposal Order Form Dated 8/6/2015

THIS AGREEMENT IS ENTERED INTO THIS **26th DAY OF AUGUST, 2015.**

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

8/25/2015

Board Approval Date

By:

Signature

Printed Name

Title

Social Security or Taxpayer Identification

* Risk Manager should review all insurance requirements for the District.

* Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Head Start Period Two Monitoring Corrective Action Plan

ITEM: Consent

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Charlotte Ervin, Coordinator, Head Start Program

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the Head Start Period Two Monitoring Corrective Action Plan, which complies with the federal regulations of the Performance Standards and Head Start Act. The regulations state the corrective action plans and findings must be approved by the Board of Education. Orange County Head Start grantee reviews all program areas for compliance in the following areas: education, health, safety, nutrition, family and community partnerships, program design and management, and eligibility, recruitment, selection, enrollment, and attendance (ERSEA).

LCAP Goal 1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school program and tutoring, academic summer school programs, and transportation services.

RATIONALE:

This period covers the following months: February through June, in which the Orange County Head Start grantee reviews the District Head Start program and completes a report. A corrective action plan must be developed based on the non-compliance. This review is conducted to ensure the program is in compliance with federal regulations and meeting contract obligations.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the District Head Start Period Two Monitoring Corrective Action Plan.

CORRECTIVE ACTION PLAN (CAP)

Santa Ana Unified School District
Program Name

8/3
Month/Day

2015
Year

Reason for the CAP (choose one): Self-Assessment Self-Monitoring OCHS Grantee Monitoring (Period 2) Federal Review 48-Hour Health and Safety

DISABILITIES & MENTAL HEALTH - No Areas of Non Compliance
FAMILY AND COMMUNITY ENGAGEMENT—No Areas of Non Compliance

NUTRITION and HEALTH

Monitoring Question #	HS/EHS Regulation Performance Standard Head Start Act Other Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target (Date)	Validation Steps	Validation of Completion (Date)
N21 1304.20	1304.20	In the service area of Health and Nutrition 46 of 128 files (37%) lacked sufficient and timely follow up.	Community workers, site clerk and health staff will conduct follow up weekly and will document the information in Child Plus. Case management meeting will occur twice a month. The service area manager will monitor progress by reviewing reports and meeting with staff. The agency is making progress in these areas and there has been a decrease in the number of files that lacked timely follow up since 2013-2014.	Head Start Coordinator Social Services Manager	October 30 ,2015 Ongoing	Manager validation folder and all necessary documentation will be reviewed by the Head Start Coordinator to ensure corrective action takes place as well as site visits	October 30, 2015 Ongoing

EDUCATION

Monitoring	HS/EHS Regulation	Non-Compliance	Corrective Action Plan	Person(s) Responsible	Completion Target	Validation Steps	Validation of Completion
E2 E9 E19c E22d	1304.20	<u>Individualization</u> Files at two centers lacked evidence that was being followed. <u>Lesson Plans</u>	To ensure accuracy, quality, and completeness all teachers will submit electronically classroom paperwork to be reviewed. Paperwork will include lesson plans and individualization notes.	Assistant Coordinator of Education and Disabilities Teachers	October 30 ,2015 Ongoing	Assistant Coordinator validation folder and all necessary documentation will be reviewed by the Head Start Coordinator to ensure	October 30 ,2015 Ongoing

		<p>7 of 9 Classes observed, lesson plans to determine if all elements of the Readiness had been incorporated into was no evidence that the health, m lesson were integrated into the curricu</p> <p>Assessment/ Recordkeeping: At one center, for 36% (9 of 25) of files observed DRDP assessment for previous assessment period could not be located in file or binder.</p>	<p>DRDP Assessments will be reviewed monthly. The Assistant Coordinator and designated staff will monitor teacher's progress and provide feedback on work submitted.</p>			<p>corrective action takes place.</p>	
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<p>E2 E9 E19c E22d</p>	<p>PS/1304.21</p>	<p>Classroom Materials: 44% (4 of 9) o variety of art materials available and a centers) specifically collage material classes observed 2 classes had limite</p>	<p>Teachers will be given a classroom list of required materials and equipment for the Head Start classrooms. During the school year in September, January and June teaching staff will assess the classroom environment for the required materials and equipment. Checklist will be submitted to the Assistant Coordinator Education and disabilities for review. Items that the classrooms do not have will be ordered.</p> <p>Teachers are to weekly assess their environment and place orders to replenish materials in the various areas as the year progresses. An excess of art materials will be maintained at the central office and available when needed by the sites to ensure they are replenished in a timely manner.</p>	<p>Assistant Coordinator of Education and Disabilities Teachers</p>	<p>October 30 ,2015 Ongoing</p>	<p>Assistant Coordinator validation folder and all necessary documentation will be reviewed by the Head Start Coordinator to ensure corrective action takes place which will include. Classroom materials assessment sheet Site purchase orders</p>	<p>October 30 ,2015 Ongoing</p>
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E 26	1304.20	<p>Safety and Sanitation: At 2 centers out 7 centers, overall cleanliness, sanitation, and repair of the indoor and outdoor facilities, materials, and equipment have not been maintained.</p>	<p>Coordinator addressed the cleanliness and maintenance of Head Start facilities with SAUSD Building Services Management Team.</p> <p>Beginning August 2015 Facilities will be maintained by plant custodians at the sites to provide daily support to the program and ensure that facilities are cleaned stocked with all necessary supplies.</p> <p>Custodial staff will be supervised by managers. Progressive discipline methods will be utilized to manage performance.</p> <p>Teaching staff will ensure that classrooms are maintained daily and are clean, clutter free and any worn materials and equipment are removed. They will assess environments for health and safety daily using the checklist. Management staff will monitor classrooms for compliance each week and correct or address any concerns. Weekly on Friday staff will clean and maintain their classrooms, offices etc. Items that need repair a work order will be placed immediately.</p> <p>Coordinator will address health and safety with staff on August 31, 2015.</p>	<p>Assistant Coordinator of Education and Disabilities</p> <p>Teaching staff</p> <p>Community Workers</p> <p>All Staff</p>	August 31, 2015 and Ongoing	Validation Visits by the Coordinator and observation checklists	August 31, and Ongoing 2015
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HR Tracking Sheet	Human Resources 1305.	<p>Criminal Record Check: 6% (3 of 52) of staff had Criminal Record Clearance reported after hire date.</p> <p>TB Test/X-ray: 13% (7 of 52) of staff not up-to-date on TB test or chest x-ray.</p>	<p>Head Start Coordinator in collaboration with Human Resources and School Police will ensure that all new employees have a Criminal Record Clearance and Live scan prior to being hired. Employees that are assigned to the Head Start program (bumping rights) will need to be fingerprinted prior to starting in the program. All documentation will be maintained in a file at the Human Resources offices and available for review. Human Resources will email Coordinator when employees have been cleared and documentation will be filed.</p> <p>TB Results -Documentations was not in the HR file at the time of review. Employees had the test completed but they were not filed. Human Resources will continue to provide notices when employee TB are completed and provide Head Start Coordinator with copies to ensure distinct and site files are consistent.</p>	Head Start Coordinator Human Resources	August 31,2015 and Ongoing	Monitoring checklist and Clearance documentation	August 31, and Ongoing 2015
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AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Transition Partnership Program (TPP) Amendment - Agreement with State of California Department of Rehabilitation (DOR) for 2015-16 School Year**

ITEM: **Consent**

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

PREPARED BY: **Darek Jaronczyk, Director, Special Education**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of a technical amendment to an ongoing agreement between the District and the State of California Department of Rehabilitation (DOR) which was last approved by the Board on March 12, 2013. In general, this agreement provides funding for job skills training and job placement for students with disabilities from July 1, 2013 through June 30, 2016. The grant remains the same at \$860,984.

RATIONALE:

This technical amendment is needed to incorporate the new Pre-employment Transition Services (PETS) regulations, which can be summarized as follows:

- Regulations were amended governing the State Vocational Rehabilitation Services program and the State Supported Employment Services program in order to implement changes to the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA) enacted on July 22, 2014.
- New regulations regarding limitations on the use of subminimum wages that were added by WIOA.
- Requires State vocational rehabilitation (VR) agencies to make “pre-employment transition services” available to all students with disabilities.
- Requires State VR agencies to set aside at least 15 percent of their Federal VR program funds to provide pre-employment transition services to assist students with disabilities make the transition from secondary school to postsecondary education programs and competitive integrated employment.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

LCAP Goal 1.14: In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Education Programs (IEPs) for additional students above 2013-14 baseline numbers.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Transition Partnership Program (TPP) Amendment – Agreement with State of California Department of Rehabilitation (DOR) for 2015-16 school year.

DL:DJ:cvl

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 30 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
28841	2
REGISTRATION NUMBER	
eP 1292473	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
Santa Ana Unified School District
- The term of this Agreement is July 1, 2013 through June 30, 2016
- The maximum amount of this Agreement after this amendment is: \$ 860,984.00 Certified Expenditure: \$531,080.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

CFDA # Basic Support 84.126A State Vocational Rehabilitation Services Program

The following documents are hereby revised as attached hereto for FY 2015/16.

- Exhibit A - Scope of Work
- Service Budget and Narrative
- Exhibit B, D, E, & F

The maximum amount of the agreement remains the same.

The effective date of this amendment is September 1, 2015

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Santa Ana Unified School District</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Stefanie P. Phillips, Ed.D., Deputy Superintendent, Operations</u>		
ADDRESS <u>1951 North Mabury Street, Santa Ana, CA 92705</u> <u>Billing: 1601 E. Chestnut Avenue, Santa Ana, CA 92701</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of Rehabilitation</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Simone Dumas, Chief, Contracts & Procurement Section</u>		
ADDRESS <u>721 Capitol Mall, 6th Floor, Sacramento, CA 95814</u>		

Exempt per:

EXHIBIT A

COOPERATIVE CONTRACT Santa Ana Unified High School District Transition Partnership Program

SCOPE OF WORK

I Introduction

This Cooperative Contract is designed to jointly serve the mutual TPP students/DOR clients receiving services from Santa Ana Unified School District (SAUSD), and the Department of Rehabilitation (DOR) (administered through the Santa Ana DOR Office in the Orange/San Gabriel District). SAUSD has partnered with DOR to create the TPP program supporting students in our community. All high school services delivered through the TPP cooperative contract are provided on site at SAUSD's High Schools in Santa Ana, California: High Schools: Santa Ana, Saddleback, Century and Valley, Fundamental High Schools Godinez, Segerstrom and the Academy High School at Lorin Griset. Individuals to be served are mutual SAUSD high school students, transitioning young adults and adult students/graduates who are DOR clients (TPP students/DOR clients) who have a variety of disabilities. The work experience and employment services will be provided in the senior year and continue after graduation through this contractual agreement.

The TPP program provides services to DOR clients only; including high school students, transitioning young adults, and adults. High school students with the most significant disabilities, who are interested in the program from 6 comprehensive and one alternative high school, will be referred to DOR in the Spring of their junior year with an expectation that TPP services will be provided in the senior year and three years after graduation or until closure, through this contractual agreement. A school administrator, counselor or special education teacher can refer students to the program. The DOR counselor will meet with the TPP Program Coordinator to discuss the appropriateness of the referral, and open a DOR case for students who are accepted into the TPP program.

TPP program staff will work closely with the case responsible DOR counselor and TPP students/DOR clients throughout the eligibility, planning, and employment services processes to ensure that coordinated service provision will lead to a successful employment outcome. The program consists of an Employment Service package that includes, but is not limited to: transition vocational evaluation, vocational instruction (employment preparation), job development and placement and work experience. These services include, but are not limited to: preparing the TPP students/DOR clients in developing their vocational direction; appropriate work attitudes; ethics; interpersonal skills; and other occupational skills. TPP students/DOR clients may also participate in one or more work experience opportunities.

The TPP program provides coordination and linkage of available services and support in the community for TPP students/DOR clients as they prepare to seek employment. The goal of the services is to prepare TPP students/DOR clients to obtain and retain competitive employment.

All services, funded directly or through certified expenditures, provided through this agreement shall only be for TPP students/DOR clients. These are unique services and are not mandated or otherwise provided by the contracting agency.

During the Fiscal Year 2013/14, there shall be a total of 130 unduplicated TPP students/DOR clients who shall receive services through this cooperative program. As a result of the services provided under this contract, it is expected that DOR will:

- Open 70 new applicants
- Develop 50 IPEs
- Close 30 cases successfully rehabilitated

During the Fiscal Year 2014/15, there shall be a total of 130 unduplicated TPP students/DOR clients who shall receive services through this cooperative program. As a result of the services provided under this contract, it is expected that DOR will:

- Open 70 new applicants
- Develop 50 IPEs
- Close 33 cases successfully rehabilitated

During the Fiscal Year 2015/16, there shall be a total of 130 unduplicated DOR students/DOR clients who shall receive services through this cooperative contract.

As a result of the services provided under this contract, it is expected that DOR will:

- Open 70 new cases (status 02)
- Develop 50 new Individual Plans for Employment (IPE)
- Close 35 cases successfully (status 26)

II. Services to be Provided

Transition Partnership Program (TPP) COOP Pre-Employment TRANSITION SERVICES (PETS)

The term "TPP COOP Pre-employment Transition Services (PETS)" means a coordinated set of activities for a student/DOR client, designed within an outcome-oriented process that promotes movement from school to post school activities. This will include a variety of services in classroom, community, and work settings provided to students with a disability and focus on the following core services:

- **Job exploration counseling**
- **Work based learning experiences**
- **Counseling on post-secondary opportunities**
- **Workplace readiness training**
- **Instruction in self advocacy.**

These services, in addition to others provided on an individual basis are intended to ultimately result in competitive integrated employment.

The coordinated PETS activities shall include DOR, the school, and other appropriate agencies that may provide services to the Student/DOR client including Regional Centers, the One Stop system, and Social Security administration. PETS services are based upon

the individual student/DOR client needs, taking into account the student's preferences and interests as well as DOR IPE goals and objectives, and shall include instruction, community experiences, the development of employment and other post school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

The following vocational rehabilitation services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each student/DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

Pre-plan activity to include:

a. PETS Vocational Evaluation (PETS/VE)

1. DESCRIPTION OF SERVICE

PETS Vocational Evaluation services provide an individualized, timely, and systematic process by which a student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. TVE includes an analysis of the student/DOR client's prior work experience and transferable skills as well as interest in post secondary training or education, need for and type of work-based learning experiences, need for further job exploration counseling, need for training in workplace readiness, and need for training in self-advocacy skills . Published assessments may include career aptitude, career interest, career skills and interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Reporting of assessments completed, findings, and recommendations will be provided to the referring DOR Counselor.

2. Service Goals/Number to be served

During fiscal year 2013-2014, it is expected that:

- 50 TPP student/DOR students will receive Transition Vocational Evaluation.

During fiscal year 2014/2015, it is expected that:

- 50 TPP student/DOR students will receive Transition Vocational Evaluation.

During fiscal year 2015/2016, it is expected that:

- There shall be 50 student/DOR clients who receive **PETS Vocational Evaluation services.**

Pre-plan or Plan activities to include:

b. Vocational Instruction/Employment Preparation PETS Workplace readiness training:

1. DESCRIPTION OF SERVICES

Vocational Instruction/Employment Preparation PETS Work Based Readiness Training services consist of vocational rehabilitation instruction with curricular supports which can be provided as a class, in a group, or individually. This secondary school instruction is

intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed.

Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:

- Job exploration counseling
- Instruction in self-advocacy
- Workplace readiness training including :
 - soft skills needed for successful employment
 - Interviewing techniques
 - Resume development
 - Application preparation
 - Appropriate work behaviors
 - Relevant work practices
 - Appropriate grooming and hygiene
 - Assistance in becoming knowledgeable regarding the impact of employment on a student/DOR client's disability and benefits

Reporting on employment preparation activities will be provided to the referring DOR counselor.

2. Service Goals/Number to be served

During fiscal year 2013-2014, it is expected that:

- 70 TPP student/DOR students will receive Pre and Post-Plan Vocational Instruction.

During fiscal year 2014/2015, it is expected that:

- 70 TPP student/DOR students will receive Pre and Post-Plan Vocational Instruction.

During fiscal year 2015/2016, it is expected that:

- There shall be 70 student/DOR clients who receive Vocational Instruction/Employment Preparation **PETS Work Based Readiness Training services.**

Plan Activities to include:

c. Work Experience/ PETS work-based learning experience/

1. DESCRIPTION OF SERVICES

PETS Work based learning experience includes work experience services consisting of short term placements both on and off campus and monitoring the student/DOR client's performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid employment, summer work experience, work exploration and job shadowing. Student/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may include instruction in self advocacy, if appropriate. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy as well as some limited occupational skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate students/DOR clients and submit written reports to the DOR counselor on a monthly basis.

2. Service Goals/Number to be served

During fiscal year 2013-2014, it is expected that:

- 40 TPP students/DOR clients will receive Work Experience/Community Experiences
- 10 TPP students will complete 1 or more Work Experience/Community Experiences

During fiscal year 2014/2015, it is expected that:

- 40 TPP students/DOR clients will receive Work Experience/Community Experiences
- 10 TPP students will complete 1 or more Work Experience/Community Experiences

During fiscal year 2015/2016, it is expected that:

- There shall be 40 student/DOR clients who receive **Work Experience/ PETS work-based learning experience services.**

d. Job Development, Placement and Follow-up/. PETS Workplace readiness training

1. DESCRIPTION OF SERVICES

Assist job ready student/DOR clients, both in school and out-of-school to obtain employment in the community by identifying specific job openings that are appropriate for each student/DOR client, assisting in placing the student/DOR client in the job, orient the student/DOR client to the job, and identify specific ongoing support and resource needs.

Activities include:

- Contact employers and build networks to develop and/or identify job opportunities
- Work site analysis, as needed
- Job site consultation to identify or modify barriers
- Negotiate job accommodations
- Negotiate customized employment placement
- Maintain an organized system of current job openings
- Assisting student/DOR clients to find jobs which match their Individual Plan for Employment vocational goal
- Providing instruction in self-advocacy
- Assisting a student/DOR client become knowledgeable regarding the conditions of their employment, such as:
 - *Job description*
 - *Name of immediate supervisor*
 - *Responsibilities of the employee*
 - *Wage payment practices*
 - *Benefits*
 - *Conflict resolution procedures*
 - *Health and safety practices*
- A limited amount of contact with the student/DOR client and/or their employer post-placement to ensure job satisfaction.

2. Service Goals/Number to be served

During fiscal year 2013-2014, it is expected that:

- 110 TPP student/DOR clients will receive job development, placement and follow-up services;
- 30 student/clients placed in employment consistent with the IPE
- The placements shall result in 30 successful (26) DOR closures.

During fiscal year 2014/2015, it is expected that:

- 110 TPP student/DOR clients will receive job development, placement and follow-up services;
- 30 student/clients placed in employment consistent with the IPE
- The placements shall result in 33 successful (26) DOR closures.

During fiscal year 2015/2016, it is expected that:

- There shall be 110 student/DOR clients who receive **Job Development/ PETS Workplace Readiness Training services**.
- There shall be 40 student/DOR clients placed in employment consistent with the IPE goal.
- The placements shall result in 38 successful (26) DOR closures.

e. PETS Non-Supported Employment (NSE) Job Coaching

1. DESCRIPTION OF SERVICES

NSE Job Coaching includes individual client assistance and support on or off-the-job in activities that are employment-related and needed to promote job adjustment and retention. Services depend upon individual client need. Activities include:

- **Job orientation**
- **Job destination/transportation training**
- **Teaching job tasks**
- **Supervision at the worksite**
- **Coworker/supervisor consultation**
- **Assistance with integrating into the work environment or with changes in the work environment**
- **Provision of instruction in self-advocacy**
- **Assistance with public support agencies**
- **Family and residential provider consultation**
- **Ongoing contact with the student/DOR client and/or employer to ensure continued job satisfaction**

2. Service Goals/Number to be served

During fiscal year 2013-2014, it is expected that:

- 20 DOR student/clients will receive non-supported employment job coaching services.

During fiscal year 2014/2015, it is expected that:

- 20 DOR student/clients will receive non-supported employment job coaching services.

During fiscal year 2015/2016, it is expected that:

- There shall be 22 student/DOR clients who receive **PETS Non-supported Employment Job Coaching services.**

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Casey Sousa
Rehabilitation Specialist
Department of Rehabilitation
222 South Harbor Blvd., Suite 300
Anaheim, CA 92805
(714) 518-2494
(714) 991-0844 fax
E-mail: csousa@dor.ca.gov

Santa Ana Unified School District

Jacqueline Russell-Garcia
Career Community Educational Specialist
Santa Ana Unified School District
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Agency Program Coordinator Assistant

Ryan Murray
Coordinator of Special Services, Transition
Santa Ana Unified School District
520 West Walnut St.
Santa Ana, CA 92701
(714) 571-4401
(714) 550-4349
E-mail: ryan.murray@sausd.us

IV. Linkages to Other Community Agencies

The SAUSD TPP has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/clients and avoid duplication of services:

- Orange County Regional Center
- Santa Ana Youth Council
- Santa Ana WORK Center/ Santa Ana One Stop Center
- SAUSD Workability I Programs
- Employment Development Department (EDD)
- Orange County Autism Team
- Santa Ana Community College
- Orange County Adult Transition Task Force
- Santa Ana Chamber of Commerce
- Learning for Life/Rotary Club
- GAN
- DSPS
- Orange Coast College
- Community Advisory Committee
- ROP
- Vital Link

- **Orange County Task Force Team**
- **Best Practices Committee**
- **WIOA Youth Programs**

V. In Service Training

SAUSD staff and DOR staff will be cross-trained in the other agency's mission, services, and professional approach. Twice a year or more frequently as needed, In-service trainings will be conducted to cross-train contract agency and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches.

Joint attendance at additional training including: advisory group meetings and WorkAbility State and Regional Meetings.

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims

Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(*Note: ALL changes must be made in bold.*)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of

the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- B. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16**

passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- C. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

The workers’ compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

6. CONFLICT OF INTEREST

- A. Contractor certifies that it’s employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).

- D. Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement.

The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that

neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
 - 1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
 - 2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.

4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. MATCH REQUIREMENTS

For Agreements that include **CERTIFIED EXPENDITURE MATCH:**

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

For Agreements that include **CASH MATCH:**

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)
- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- I. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

STATE OF CALIFORNIA
 TPP PETS SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Original

Amendment

Contractor Name and Address Santa Ana Unified School District 1601 E. Chestnut Ave. Santa Ana, CA 92701		Contract Number 95-6002823	Federal ID Number 95-6002823	Page X of X
Budget Period 2014/2015		Budget Period 7/1/2015-6/30/2016	Budget Period	
Effective Date (Amendments Only)		Effective Date (Amendments Only) 7/1/2015	Effective Date (Amendments Only)	

Line No.	PERSONNEL-Position Title & Time Base	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
Administrative Personnel										
1	Program Coordinator 30 hrs/ wk @10 mth,+10 extra duty	\$131,119	40%	\$52,447.55	\$131,119	40%	\$52,448			
2	Transition Assistant 40 hrs/wk@10mth +10 extra duty	\$58,662	100%	\$58,662	\$58,662	100%	\$58,662			
3										
4	Admin Subtotal			\$111,109.80			\$111,109.80			
PETS direct service Personnel										
6	Program Coordinator 30 hrs/ wk @10 mth,+10 extra duty	\$131,119	10%	\$13,112	\$131,119	10%	\$13,112			
7	Vocational Assistant 30 hrs/ wk @9.5 mth,+10 extra duty	\$37,097	100%	\$37,097	\$37,097	100%	\$37,097			
8	Vocational Assistant 30 hrs/ wk @9.5 mth,+10 extra duty	\$44,670	100%	\$44,670	\$45,179	100%	\$45,179			
9	Vocational Assistant 19.5 hrs/ wk @9.5 mth,+10 extra duty	\$19,176	100%	\$19,176	\$19,560	100%	\$19,560			
10	Vocational Assistant 19.5 hrs/ wk @9.5 mth,+10 extra duty	\$19,176	100%	\$19,176	\$19,560	100%	\$19,560			
11										
12										
13										
14										
15										
16										
17	PETS Subtotal			\$133,231.24			\$134,506.91			
18	Personnel Subtotal			\$244,341.04			\$245,616.70			
OPERATING EXPENSES										
19	Instructional Supplies			\$12,974			\$12,921			
20	Office Materials-Postage			\$7,026			\$8,249			
21	Printing			\$200			\$200			
22	Mileage			\$1,000			\$1,000			
23	Training			\$1,940			\$1,940			
24	Travel			\$2,204			\$2,204			
25	Release Time			\$7,267			\$7,267			
26	Operating Subtotal			\$32,611.40			\$33,780.42			
27	Personnel and Operating Subtotal			\$276,952.43			\$279,397.12			
28	Indirect Rate Percentage			7.43%			6.49%			
29	Indirect Cost			\$20,577.57			18,132.87			
30	TOTAL (rounded to nearest dollar)			\$297,530			\$297,530			

Santa Ana Unified School District TPP
SERVICE BUDGET NARRATIVE

PERSONNEL

Benefits statement

Santa Ana Unified School District provides PERS or STRS depending on the classification, OASDI, Medicare, SUI, workers compensation, retiree, and health and welfare benefits. These benefits are calculated at a range of 40-41%.

All Full-time staff are entitled to benefits. Benefits are calculated using the following percentages:

<u>Type</u>	<u>Rates</u>
o STRS	9.5%
o PERS	11.771%
o OASDI	6.2%
o Medicare	1.45%
o SUI	.05%
o WC	1.72%
o Retiree	2.52%
o Health & Welfare	\$10,820.41
o Indirect	7.43%

Program Coordinator

Cooperative Program Functions

b. Program Coordinator: Assist in coordinating TPP activities and personnel. The Program Coordinator will be the primary District contact with the assigned DOR counselor and facilitate inter-agency cooperation, trainings and monthly meetings. The Program Coordinator will meet regularly with Transition Teachers and TPP staff re: TPP activities and DOR client progress toward goals. This position will be extended 10 days to provide summer coordination for ongoing TPP activities. Position dedicates 40% of administrative costs to the Transition Partnership Project. 10% of time is devoted to PETS direct services through PETS Vocational Evaluation (PETS/VE) and Vocational Instruction/Employment Preparation PETS Workplace readiness training.

- Full-time entitled to benefits that include: OASDI, Medicare, STERS, WCI, Health & Welfare and Retiree Benefits

Former/Concurrent Cooperative Agency Functions

Career Specialist: Provide guidance and career development and planning to non-severely handicapped special education students. Assist in the

development of goals, implementation of education and career plans, transition plans, job development, placement, monitoring and vocational training components.

Cooperative Program Functions

c. Vocational Assistant: Will provide the following services: PETS Vocational Evaluation (PETS/VE), Vocational Instruction/Employment Preparation PETS Workplace readiness training, Work Experience/ PETS work-based learning experience/Job Development, Placement and Follow-up/ PETS Workplace readiness training. Establishes linkages with employers to develop job opportunities, which may include assistance with job applications, interviews, job shadowing and internships, when available for DOR clients, prepare specific job analysis to facilitate job matching, and assist with expediting DOR paperwork. Provide simple destination training, as needed. The Vocational Assistant will develop and implement specific skill training plans at the work site, provide limited job tutoring/coaching, as needed, and the fading of that support as the DOR client skill level increases. The Vocational Assistant will provide individualized job development and job placement assistance to DOR as per Individualized Plan for Employment. These direct client services will be under the direction of the DOR counselor and TPP Program Coordinator to assure that DOR clients receive maximum benefits. In addition, the vocational assistants provide:

- PETS Non-Supported Job Coaching - Provide necessary job training/coaching /preparation during regular hours of instruction, both on and off campus. In addition, job site duties are assumed to entail morning through early evening hours. Regardless of a client's scheduled work hours/days, reasonable efforts will be made to provide job coaching if the TPP Program Coordinator and DOR staff determines coaching would enhance job retention. Under the supervision of the TPP Program Coordinator the vocational assistant will be expected to assist DOR clients placed in paid jobs or work experience settings providing services that may include: destination training, skill training, job retention training, task analyses, task completion strategies, active supervised involvement with employers, developing client sensitivity to employer expectations, and assist with expediting DOR paperwork. In addition, the vocational assistant will help facilitate Work Experience: including paperwork, preparation and monitoring both on and off campus. Flexible hours are understood to be part of the requirements of the position. The vocational assistant will be expected to become familiar with the client's job description and the employer's expectations of the DOR client. The vocational assistant must be able to communicate with the client, the employer and TPP staff as to the client's progress. Written reports detailing the DOR client's progress in fulfilling charted employer's

expectations will be expected. This position will be extended 10 days to provide summer coordination for ongoing TPP activities.

- (2) full time positions: Full-time benefits include: OASDI, Medicare, PERS, WCI, SUI, Health & Welfare and Retiree Benefits
- (1) (2) Part time position: Part-time benefits include: WCI, SUI, Health & Welfare

Former/Concurrent Cooperative Agency Functions

Job Developer: Under the direction of an assigned supervisor, facilitate the employment of special education students; allow students the opportunity to demonstrate independence; provide intensive task-related training at job site. Position created and dedicated 100% to the Transition Partnership Project.

Non-Supported Job Coach: Provide necessary job training/coaching during regular hours of instruction, both on and off campus. Position created and dedicated 100% to the Transition Partnership Project.

Cooperative Program Functions

Transition Assistant: Provides office computerized files; assistance to Program Coordinator, Vocational Assistants and DOR counselor with basic word processing when needed at comprehensive high schools and alternative programs; assist DOR clients with resume typing and employment application preparation; monthly service invoice preparation; certified time reimbursements and other necessary paperwork. Prepares and keeps updates of client information, including but not limited to: school overviews, current student lists, closures, time keeping, budget and purchasing. Assists in gathering information/paperwork for DOR eligibility process. Plan, schedule and perform a wide variety of clerical functions. Perform duties involving knowledge of the program, policies, terminology and clerical procedures as well as perform duties involving frequent and responsible public contacts. This position will be extended 10 days to provide summer coordination for ongoing TPP activities.

- (1) full time positions: Full-time benefits include: OASDI, Medicare, PERS, WCI, SUI, Health & Welfare and Retiree Benefits

Former/Concurrent Cooperative Agency Functions

Senior Administrative Clerk: Provide office management including book keeping, word processing, and payroll. Perform duties involving knowledge of the program, policies, terminology and clerical procedures as well as perform duties involving frequent and responsible public contacts.

Position created and dedicated 100% to the Transition Partnership Project.

OPERATING EXPENSES

Instructional Supplies - DOR client supplies, manuals, vocational-specific curriculum, job specific tutorial supplies.

Office Materials/Postage – Postage for sending correspondence to DOR client, pens, paper, record-keeping materials, photocopier supplies, printer cartridges, and other office supplies needed to implement TPP program.

Printing – Duplication cost, (parent permission forms and all other forms which are necessary to complete application process and DOR client resumes). Print informational brochures for outreach to employers for DOR clients.

Mileage – Staff mileage expenses for local job development, job coaching and other TPP related activities. This reimbursement will only be given to TPP employees.

Training – All trainings must have written pre-approval from the DOR Contract Administrator. Training on job development and transition activities for TPP Staff for the purpose of employment preparation and job development strategies.

Travel – For TPP Staff attendance at above training and transportation of DOR clients to employer related activities in the community utilizing bus transport.

Release Time – Classroom teacher release time needed for contract certified time employees to participate in monthly coordination, planning and other TPP project related activities.

INDIRECT/ADMIN. OVERHEAD

Indirect Costs: Indirect costs are allowable costs calculated and approved annually by California Department of Education which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200.

EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
8/4/2015

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 144

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

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

www.ASCIP.org

CONTACT NAME: Mr. Fritz Heirich, Chief Executive Officer

PHONE: (562) 404-8029

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY						
<input checked="" type="checkbox"/> OCCURRENCE	✓	MOC #144	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> Personal Injury					AGGREGATE	\$ N/A
<input checked="" type="checkbox"/> Errors & Omission						\$
<input checked="" type="checkbox"/> Employment Practices						\$
AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE		MOC #144	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
<input checked="" type="checkbox"/> COMPREHENSIVE / COLLISION					ACTUAL CASH VALUE	\$
<input type="checkbox"/> ANY AUTO						\$
<input checked="" type="checkbox"/> Owned Auto						\$
<input checked="" type="checkbox"/> Hired Auto					\$	
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> BUILDING / CONTENTS						\$
<input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	\$
<input type="checkbox"/> WC STATUTORY LIMITS					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
<input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME)						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$
<input type="checkbox"/>						\$

ADDITIONAL REMARKS:

As respects to the Transition Partnership Program (TPP) Amendment - PETS Agreement #29485

CERTIFICATE HOLDER

The State of California
California Department of Rehabilitation
2002 E. McFadden Avenue, Suite 100
Santa Ana CA 92705-4767

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz Heirich

*ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code. Rev 5-97

Additional Covered Party Endorsement

District: Santa Ana Unified School District		Endorsement No. 25849671			
Additional Covered Party:	Description of Operations, Vehicle, or Property:				
The State of California its officers, agents, employees and servants	As respects to the Transition Partnership Program (TPP) Amendment - PETS Agreement #29485				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Coverage Period:</td> <td style="width: 33%;">Effective: 7/1/2015</td> <td style="width: 33%;">Expires 12:01 a.m.: 7/1/2016</td> </tr> </table>			Coverage Period:	Effective: 7/1/2015	Expires 12:01 a.m.: 7/1/2016
Coverage Period:	Effective: 7/1/2015	Expires 12:01 a.m.: 7/1/2016			

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.



Authorized Representative: _____
Date Issued: 8/4/2015

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

AGENDA ITEM BACKUP SHEET
August 25, 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**

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Special Education: Not to Exceed \$14,300

RECOMMENDATION:

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

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

Board Meeting: August 25, 2015

Student ID#:	Amount:	Expenditure:	Parent of:
301749	\$4,900	Mileage	301749
326331	\$5,700	Mileage	326331
327074	\$700	Mileage	327074
355637	\$2,400	Mileage	355637
403070	\$600	Mileage	403070

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

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

ITEM: Consent

SUBMITTED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture
Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture
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 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.

2015-16 LISTING OF CONSULTANTS/CONTRACTED SERVICES
Submitting Division: Educational Services
August 25, 2015

NO.	NAME	IMPLICATIONS FOR THE DISTRICT/TYPE OF SERVICE	DATE	ANNUAL RENEWAL	FUNDING SOURCE	MAXIMUM NOT TO EXCEED
1.	Atlas Rubicon	St. Joseph School: Will provide one-day training to teachers at St. Joseph School on curriculum mapping. When implemented, teachers will learn how to use the online curriculum mapping product, understand essential questions in greater depth, learn how to view maps of other teachers in other schools, and how to use Common Core State Standards to drive curriculum. This supports the Title II Plan for professional development, which was created from an analysis of our needs.	August 26, 2015		Title II	\$2,275.00
2.	FCB Educational Services	Special Projects: Consultant will provide assessment of the collected physical activity data according to the Physical Education Program (PEP) grant requirements. PEP grant recipients must show that their implemented programs help students make progress toward meeting its State's physical education standards.	August 26, 2015 through September 18, 2015		Physical Education Program Grant	\$4,000.00
3.	Triple Threat Mentoring	Garfield Elementary School: 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.	September 1, 2015 through June 16, 2016		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
4.	Discovery Cube Orange County	<p>Garfield Elementary School: Will provide water assemblies to students in grades 1 through 5. These assemblies are science related to three sources: water, the water cycle, and water conservation. Students will engaged and participate in enriching science experiences. This will increase their background, content knowledge, and academic language. This will help to increase their literally skills and accelerate their English language development.</p>	October 23, 2015 through October 27, 2015		No Cost to the District	N/A
5.	The Grail Theatre of Britain	<p>Garfield Elementary School: Consultant will provide three assemblies performing The Sword in the Stone and a question and answer session after each show. All TK through grade 5 students will have access to a live theatre performance, motivating them, as their background is built to support the Common Core State Standards in literary response, including author’s message and character analysis. The performances will also give the students the opportunity to practice their listening and speaking skills through questions and answers.</p>	February 26, 2016		Unrestricted Funds	\$999.00

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Ratification of Purchase Order Summary and Listing of Orders \$25,000 and Over for Period of July 15, 2015 through August 11, 2015**

ITEM: **Consent**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Purchase Order Summary and Listing of Orders \$25,000 and over for the period of July 15, 2015 through August 11, 2015.

RATIONALE:

The Purchase Order Summary consists of all orders created during the period of July 15, 2015 through August 11, 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.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Purchase Order Summary and Listing of Orders \$25,000 and over for the period of July 15, 2015 through August 11, 2015.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: August 12, 2015
To: Richard L. Miller, Ph.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Purchase Order Summary: From 15-JUL-2015 Through 11-AUG-2015

Fund 01 General Fund	\$38,106,691.61
Fund 12 Child Development	\$1,176.00
Fund 13 Cafeteria Fund	\$2,183,848.00
Fund 14 Deferred Maintenance Fund	\$1,209,402.56
Fund 25 Capital Facilities Fund	\$131,601.51
Fund 29 Measure G	\$761,532.80
Fund 35 County School Facilities Fund	\$70,137.75
Fund 40 Special Reserve Fund	\$21,563,620.47
Fund 68 Workers' Compensation	\$3,500,469.00
Fund 69 Health & Welfare	\$34,759.84
Fund 81 Property & Liability	\$2,943,535.54
Grand Total:	\$67,440,719.43

Prepared By: Jonathan Geiszler, Director, Purchasing and Stores

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

BOARD OF EDUCATION

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

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 01 of 21

PO No.	Vendor		BOA Date	
Funding	Description	Location	Amount	
319954	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$81,881.14
330036	XEROX CORPORATION Unrestricted Discretionary Accounts	Rental Contracts	PUBLICATIONS	\$499,514.00
	Unrestricted Discretionary Accounts	Rental Contracts	DISTRICTWIDE	\$1,228,350.00
330411	SIERRA SCHOOL EQUIPMENT COMPANY OPSC School Facilities Bond Projects	Other Equipment	COMMUNITY DAY HIGH SCHOOL	\$42,409.20
330464	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$29,204.15
330482	CALPERS FISCAL SERVICES DIVISION General Fund	PERS - Safety Officers Only	SCHOOL POLICE SERVICES	\$153,969.00
330483	CONTINUANT, INC. Unrestricted Discretionary Accounts	Landline/Internet	DISTRICTWIDE	\$75,911.77
330484	ECS IMAGING, INC. Unrestricted Discretionary Accounts	Maintenance Contracts Repairs	DISTRICTWIDE	\$30,163.00
330488	WAXIE SANITARY SUPPLY Unrestricted Discretionary Accounts	Grounds Maintenance Supplies	BUILDING SERVICES	\$25,960.14
330490	GLOBAL POWER GROUP, INC. Deferred Maintenance Fund	Other Equipment	BUILDING SERVICES	\$45,458.82

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 02 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
330505	SOUTHERN CALIFORNIA EDISON		
Unrestricted	Utilities	DISTRICTWIDE	\$7,500,000.00
Discretionary	Electricity		
Accounts			
330507	GAS CO		
Unrestricted	Utilities Gas	DISTRICTWIDE	\$375,000.00
Discretionary			
Accounts			
330514	CITY OF SANTA ANA		
Unrestricted	Utilities Water	DISTRICTWIDE	\$1,250,000.00
Discretionary			
Accounts			
330515	ORANGE COUNTY SANITATION DISTRICT		
Unrestricted	Sanitation Sewer	DISTRICTWIDE	\$145,000.00
Discretionary			
Accounts			
330530	ALLSTAR PAVING CO., INC.		
Deferred	Maintenance	BUILDING SERVICES	\$27,623.00
Maintenance Fund	Contracts Repairs		
330531	ALLSTAR PAVING CO., INC.		
Deferred	Maintenance	BUILDING SERVICES	\$26,201.00
Maintenance Fund	Contracts Repairs		
330574	WARE DISPOSAL, INC.		
Unrestricted	Housekeeping	DISTRICTWIDE	\$650,000.00
Discretionary	Services Trash		
Accounts			
330587	FOLLETT SCHOOL SOLUTIONS, INC.		
Lottery:	Textbooks	STATE TEXTBOOKS	\$32,749.50
Instructional			
Materials			
330599	FOLLETT SCHOOL SOLUTIONS, INC.		
Lottery:	Textbooks	STATE TEXTBOOKS	\$25,804.65
Instructional			
Materials			
330618	FOLLETT SCHOOL SOLUTIONS, INC.		
Lottery:	Textbooks	STATE TEXTBOOKS	\$32,579.24
Instructional			
Materials			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 03 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
330629	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks STATE TEXTBOOKS	\$37,426.09
330651	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks STATE TEXTBOOKS	\$36,828.30
330695	CONTINUITY FOCUS, INC. Unrestricted Discretionary Accounts	Other Contracts TECHNOLOGY INNOVATION SERVICES	\$67,860.00
330696	FOOTHILLS EDUCATION AND TECHNOLOGY PARTNERSHIP, INC. Unrestricted Discretionary Accounts	Other Contracts DISTRICTWIDE	\$150,000.00
330704	GHATAODE BANNON ARCHITECTS, LLP Capital Facilities Fund	Building Architect SADDLEBACK HIGH SCHOOL	\$45,000.00
330711	NEXUS IS, INC. Unrestricted Discretionary Accounts	Other Contracts DISTRICTWIDE	\$37,898.98
330723	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Textbooks STATE TEXTBOOKS	\$32,912.20
330730	SHI INTERNATIONAL CORP. Unrestricted Discretionary Accounts	Other Contracts DISTRICTWIDE	\$138,672.40
330770	L A FEDERAL ARMORED Child Nutrition: School Programs	Sub Agreements for Services NUTRITION SERVICES	\$20,000.00
	Child Nutrition: School Programs	Armored Car Service Cafeteria NUTRITION SERVICES	\$25,000.00
330791	BEN'S ASPHALT, INC. Deferred Maintenance Fund	Maintenance Contracts Repairs BUILDING SERVICES	\$131,717.50

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 04 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
330801	INTERIOR MANAGEMENT, INC.		
Deferred	Maintenance	BUILDING SERVICES	\$49,138.36
Maintenance Fund	Contracts Repairs		
330802	EAGLE SOFTWARE		
Unrestricted	Other Contracts	TECHNOLOGY	\$57,045.00
Discretionary		INNOVATION SERVICES	
Accounts			
330814	TJ JANCA CONSTRUCTION, INC.		
Fund 40 QZAB Solar	Building	SADDLEBACK HIGH	\$98,900.00
Energy Savings 2012	Improvements	SCHOOL	
330817	PEAK EXPECTATIONS, INC.		
General Fund	Publication	PUBLICATIONS	\$30,000.00
	Inventory		
330820	SANTA ANA UNIFIED SCHOOL DISTRICT		
Property &	Other Insurance	RISK MANAGEMENT	\$600,000.00
Liability			
330844	MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION		
General Fund	Property Tax		\$134,630.00
	Transfers		
330859	INTERCOM CLOCKS & SIGNAL SERVICE		
Deferred	Maintenance	BUILDING SERVICES	\$46,384.93
Maintenance Fund	Contracts Repairs		
330861	VAVRINEK TRINE DAY COMPANY, LLP		2015/05/26
Unrestricted	Legal Audit and	BUSINESS SERVICES	\$83,000.00
Discretionary	Election Contracts	DIVISION	
Accounts			
330862	EDUCATIONAL CONSULTING SERVICES, INC.		
Unrestricted	Consultant	BUSINESS SERVICES	\$40,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
330865	CAPITOL ADVISORS GROUP, LLC		
Unrestricted	Consultant	BUSINESS SERVICES	\$26,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
330867	IFUSION SOLUTIONS, INC.		
Unrestricted	Consultant	BUSINESS SERVICES	\$450,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 05 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
330868	DT-COMP, INC.		
Unrestricted	Consultant	TECHNOLOGY	\$58,000.00
Discretionary	Noninstructional	INNOVATION SERVICES	
Accounts			
330870	EDUCATION PIONEERS, INC.		2012/05/15
Unrestricted	Consultant	BUSINESS SERVICES	\$27,840.00
Discretionary	Noninstructional	DIVISION	
Accounts			
330871	STRATEGIC EDUCATION SERVICES		
Unrestricted	Consultant	BUSINESS SERVICES	\$36,000.00
Discretionary	Noninstructional	DIVISION	
Accounts			
330872	HERNANDEZ MARIACHI HERITAGE SOCIETY		2015/05/26
Before and	Sub Agreements for	AFTER SCHOOL	\$273,476.00
After School	Services	PROGRAMS	
Learning			
Before and	Consultants	AFTER SCHOOL	\$25,000.00
After School	Instructional	PROGRAMS	
Learning			
330879	CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.		2015/06/09
IASA: Title I Basic	Sub Agreements for	STUDENT ACHIEVEMENT	\$61,560.00
Grants Low Income	Services		
IASA: Title I Basic	Consultants	STUDENT ACHIEVEMENT	\$25,000.00
Grants Low Income	Instructional		
330881	DISCOVERY CUBE ORANGE COUNTY		
Before and	Sub Agreements for	AFTER SCHOOL	\$574,684.00
After School	Services	PROGRAMS	
Learning			
Before and	Consultants	AFTER SCHOOL	\$25,000.00
After School	Instructional	PROGRAMS	
Learning			
330883	TOYAMA KARATE-DO ORGANIZATION		
Before and	Sub Agreements for	AFTER SCHOOL	\$453,440.00
After School	Services	PROGRAMS	
Learning			
Before and	Consultants	AFTER SCHOOL	\$25,000.00
After School	Instructional	PROGRAMS	
Learning			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 06 of 21

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
330884	BOYS AND GIRLS CLUB OF SANTA ANA			
Before and After School Learning	Sub Agreements for Services	AFTER SCHOOL PROGRAMS		\$448,360.00
Before and After School Learning	Consultants Instructional	AFTER SCHOOL PROGRAMS		\$25,000.00
330885	CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION, INC.			
IASA: Title I Basic Grants Low Income	Sub Agreements for Services	STUDENT ACHIEVEMENT		\$23,570.00
IASA: Title I Basic Grants Low Income	Consultants Instructional	STUDENT ACHIEVEMENT		\$25,000.00
330889	B J BINDERY			
General Fund	Publication Inventory	PUBLICATIONS		\$40,000.00
330897	PITNEY BOWES, INC.			
Unrestricted Discretionary Accounts	Rental Contracts	PUBLICATIONS		\$42,594.90
330898	XEROX CORPORATION			
Unrestricted Discretionary Accounts	Rental Contracts	PUBLICATIONS		\$120,000.00
330910	COASTAL SECURE SHREDDING, INC.			
Unrestricted Discretionary Accounts	Districtwide Shredding	WAREHOUSE AND DELIVERY		\$25,000.00
330915	US POSTAL SERVICE			
Unrestricted Discretionary Accounts	Bulk Mail	DISTRICTWIDE		\$100,000.00
330917	PURCHASE POWER			
Unrestricted Discretionary Accounts	Bulk Mail	DISTRICTWIDE		\$50,000.00
330937	5 STAR WHOLESALE ELECTRIC SUPPLY & LIGHTING			
Ongoing & Major Maintenance Account	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES		\$80,000.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 07 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
330943	JOHNSTONE SUPPLY		
Deferred	Electrical/	BUILDING SERVICES	\$35,000.00
Maintenance Fund	Electronics Building Maintenance Supplies		
330947	REFRIGERATION SUPPLIES DISTRIBUTOR		
Deferred	Electrical/	BUILDING SERVICES	\$40,000.00
Maintenance Fund	Electronics Building Maintenance Supplies		
330953	SMITH PIPE AND SUPPLY, INC.		
Unrestricted	Grounds	BUILDING SERVICES	\$30,000.00
Discretionary	Maintenance		
Accounts	Supplies		
330958	CLARK SECURITY PRODUCTS		
Deferred	Electrical/	BUILDING SERVICES	\$35,000.00
Maintenance Fund	Electronics Building Maintenance Supplies		
330967	FERGUSON ENTERPRISES, INC.		
Deferred	Plumbing Supplies	BUILDING SERVICES	\$50,000.00
Maintenance Fund			
330969	GREGORY ALLAN YANCY DBA G.C. FIRE		
Deferred	Maintenance	BUILDING SERVICES	\$37,310.00
Maintenance Fund	Contracts Repairs		
330980	BAT JAC GLASS, INC.		
Ongoing & Major	Maintenance	BUILDING SERVICES	\$50,000.00
Maintenance Account	Contracts Repairs		
330995	AT&T DATACOMM, INC. dba AT&T DATACOMM		
Unrestricted	Other Contracts	DISTRICTWIDE	\$158,014.08
Discretionary			
Accounts			
330997	AREY JONES EDUCATIONAL SOLUTIONS		
Unrestricted	Materials &	ADVANCED LEARNING	\$41,868.00
One-time Funds	Supplies/Software	ACADEMY (ALA)	
Unrestricted	Non-Capitalized	ADVANCED LEARNING	\$11,106.13
One-time Funds	Equipment	ACADEMY (ALA)	
331002	NEXUS IS, INC.		
Unrestricted	Other Contracts	DISTRICTWIDE	\$162,811.57
Discretionary			
Accounts			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 08 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331005	APPLE, INC.		
Unrestricted	Materials &	ADVANCED LEARNING	\$6,306.73
One-time Funds	Supplies/Software	ACADEMY (ALA)	
Unrestricted	Non-Capitalized	ADVANCED LEARNING	\$77,999.70
One-time Funds	Equipment	ACADEMY (ALA)	
331018	PHONAK HEARING SYSTEMS		
Special Education	Health Supplies	TAFT ELEMENTARY SCHOOL	\$25,000.00
331085	DRIFTWOOD DAIRY		
Child Nutrition: School Programs	Food Inventory Site Distribution	NUTRITION SERVICES	\$1,700,000.00
331097	AREY JONES EDUCATIONAL SOLUTIONS		
Technology Refresh	Materials & Supplies/Software	ELEMENTARY DIVISION	\$1,804,469.50
331102	JL COBB PAINTING		
Emergency Repair Program Williams	Building Improvements	FREMONT ELEMENTARY SCHOOL	\$43,500.00
331103	BRAVO CONCRETE CONSTRUCTION SERVICES, INC.		
Emergency Repair Program Williams	Building Contractor	HOOVER ELEMENTARY SCHOOL	\$75,848.00
331106	ORANGE COUNTY HIGH SCHOOL OF THE ARTS		
General Fund	Property Tax Transfers		\$2,968,778.00
331107	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL		
General Fund	Property Tax Transfers		\$617,058.00
331108	EDWARD B. COLE, SR. ACADEMY		
General Fund	Property Tax Transfers		\$575,592.00
331109	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY		
General Fund	Property Tax Transfers		\$887,192.00
331110	EL SOL SCIENCE AND ARTS ACADEMY		
General Fund	Property Tax Transfers		\$1,367,980.00
331111	MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION		
General Fund	Property Tax Transfers		\$252,372.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 09 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331112	FOLLETT SCHOOL SOLUTIONS, INC. Lottery: Instructional Materials	Other Contracts TECHNOLOGY	\$59,720.45
331117	LETNER ROOFING COMPANY Ongoing & Major Maintenance Account Contracts Repairs	Maintenance BUILDING SERVICES	\$396,517.00
331125	AT&T DATACOMM, INC. dba AT&T DATACOMM Unrestricted Discretionary Accounts	Other Contracts DISTRICTWIDE	\$57,145.40
331127	AT&T DATACOMM, INC. dba AT&T DATACOMM Unrestricted Discretionary Accounts	Other Contracts DISTRICTWIDE	\$49,015.70
331142	MELCO INTERNATIONAL, LLC dba MELCO EMBROIDERY SYSTEMS Unrestricted Discretionary Accounts	Replacement of Equipment PUBLICATIONS	\$39,914.00
331143	MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION General Fund	Property Tax Transfers	\$252,372.00
331186	SHERWIN WILLIAMS Ongoing & Major Maintenance Account Supplies	Carpenters/Paint BUILDING SERVICES	\$25,000.00
331190	APPROACH LEARNING AND ASSESSMENT CENTER, INC. Special Education	Sub Agreements for SPECIAL EDUCATION Services	2015/06/09 \$275,000.00
	Special Education	Non Public Schools SPECIAL EDUCATION Contracts	\$25,000.00
331193	KIDA, LLC Special Education	Sub Agreements for SPECIAL EDUCATION Services	2016/06/09 \$32,200.00
	Special Education	Non Public Schools SPECIAL EDUCATION Contracts	\$25,000.00
331194	MARDAN CENTER OF EDUCATION THERAPY Special Education	Sub Agreements for SPECIAL EDUCATION Services	2016/06/09 \$11,342.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 10 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331194	MARDAN CENTER OF EDUCATION THERAPY		2016/06/09
Special Education	Non Public Schools Contracts	SPECIAL EDUCATION	\$25,000.00
331195	SPEECH AND LANGUAGE DEVELOPMENT CENTER		2015/06/09
Special Education	Sub Agreements for Services	SPECIAL EDUCATION	\$93,709.00
Special Education	Non Public Schools Contracts	SPECIAL EDUCATION	\$25,000.00
331197	GREGORY ALLAN YANCY dba G.C. FIRE		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$30,000.00
331202	GUARANTY CHEVROLET		
Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	TRANSPORTATION DEPARTMENT	\$25,000.00
331220	UNITED RENTALS NORTHWEST, INC.		
Ongoing & Major Maintenance Account	Rental Contracts	BUILDING SERVICES	\$25,000.00
331221	CASE & SONS CONSTRUCTION, INC.		
Deferred Maintenance Fund	Maintenance Contracts Repairs	BUILDING SERVICES	\$49,622.50
331237	FOLLETT SCHOOL SOLUTIONS, INC.		
Lottery: Instructional Materials	Textbooks	STATE TEXTBOOKS	\$81,881.14
331248	FRANK A. MISCIONE		2015/05/26
Special Ed: Mental Health Services	Sub Agreements for Services	SPECIAL EDUCATION	\$18,200.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.00
331251	TAMMY SHELTON, MA, LMFT, LPCC		2015/05/26
Special Ed: Mental Health Services	Sub Agreements for Services	SPECIAL EDUCATION	\$52,760.00
Special Ed: Mental Health Services	Consultants Instructional	SPECIAL EDUCATION	\$25,000.00
331252	CHARLES SPICER		
Special Ed: Mental Health Services	Sub Agreements for Services	SPECIAL EDUCATION	\$52,760.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 11 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331252	CHARLES SPICER		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331254	MICHELLE ROTH		2015/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$3,080.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331259	AGATHA THERESA (KATIE) RIVKIND		
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$18,200.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331263	JOSEPH CAVINS		
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$52,760.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331264	STEVEN MOODY		2016/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$13,880.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331265	MAXINE LANGDON		2016/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$52,760.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331266	LISA HARTMAN		2015/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$920.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331267	MELODY FOXX dba OFFICE OF MELODY FOXX, PSY.D.		2016/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$18,200.00
Health Services	Services		

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 12 of 21

PO No.	Vendor	Description	Location	BOA Date	Amount
331267	MELODY FOXX	dba OFFICE OF MELODY FOXX, PSY.D.		2016/05/26	
	Special Ed: Mental	Consultants	SPECIAL EDUCATION		\$25,000.00
	Health Services	Instructional			
331269	MONICA M SEDBERRY			2015/05/26	
	Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION		\$52,760.00
	Health Services	Services			
	Special Ed: Mental	Consultants	SPECIAL EDUCATION		\$25,000.00
	Health Services	Instructional			
331270	ANDREA BAIRD, LMFT			2015/05/26	
	Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION		\$52,760.00
	Health Services	Services			
	Special Ed: Mental	Consultants	SPECIAL EDUCATION		\$25,000.00
	Health Services	Instructional			
331295	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMPENSATION				
	Workers'	W/C Claims	RISK MANAGEMENT		\$3,500,000.00
	Compensation	Classified			
331308	BEN'S ASPHALT, INC.				
	Ongoing & Major	Maintenance	BUILDING SERVICES		\$10,500.00
	Maintenance Account	Contracts Repairs			
	Emergency Repair	Building	LINCOLN ELEMENTARY		\$27,924.50
	Program Williams	Improvements	SCHOOL		
331329	HORIZONS CONSTRUCTION CO. INT'L, INC.				
	Measure G Series E	Building	WILSON ELEMENTARY		\$547,604.25
		Contractor	SCHOOL		
331330	EMPYREAN PLUMBING, INC.				
	Special Reserve	Building	MITCHELL CHILD		\$818,710.25
	Fund	Contractor	DEVELOPMENT CENTER		
331331	PH HAGOPIAN CONTRACTOR, INC.				
	Fund 40 Valley	Building	VALLEY HIGH SCHOOL		\$130,248.55
	Sports Complex	Contractor			
331333	WAXIE SANITARY SUPPLY				
	Unrestricted	Custodial Supplies	BUILDING SERVICES		\$30,204.67
	Discretionary				
	Accounts				
331334	SIERRA LATHING COMPANY, INC.				
	Special Reserve	Building	MITCHELL CHILD		\$46,950.68
	Fund	Contractor	DEVELOPMENT CENTER		

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 13 of 21

PO No.	Vendor			BOA Date
Funding	Description	Location		Amount
331335	PH HAGOPIAN CONTRACTOR, INC.			
Fund 40 Valley	Building	VALLEY HIGH SCHOOL		\$6,449,766.24
Sports Complex	Contractor			
331336	R.C. CONSTRUCTION SERVICES, INC.			
Emergency Repair	Building	SADDLEBACK HIGH		\$5,793,093.46
Program Williams	Contractor	SCHOOL		
331337	BON AIR, INC.			
California Clean	Building	FRANKLIN ELEMENTARY		\$254,310.00
Energy Jobs Act	Contractor	SCHOOL		
331339	CONSTRUCTION ELECTRIC, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$172,500.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331340	ACH MECHANICAL CONTRACTORS, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$81,000.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331343	CASTON, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$115,585.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331345	COMMERCIAL ROOFING SYSTEMS, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$89,269.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331346	ROCKY COAST BUILDERS, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$249,838.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331347	K.A.R. CONSTRUCTION, INC.			
Emergency Repair	Building	MITCHELL CHILD		\$347,000.00
Program Williams	Contractor	DEVELOPMENT CENTER		
331348	PACIFIC BUILDERS & ROOFING, INC.			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$177,800.00
Maintenance Account	Contracts Repairs			
331349	PACIFIC BUILDERS & ROOFING, INC.			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$203,400.00
Maintenance Account	Contracts Repairs			
331352	PACIFIC BUILDERS & ROOFING, INC.			
Ongoing & Major	Maintenance	BUILDING SERVICES		\$466,700.00
Maintenance Account	Contracts Repairs			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 14 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331353	BEST CONTRACTING SERVICES, INC. Ongoing & Major Maintenance Account Contracts Repairs	Maintenance BUILDING SERVICES	\$644,770.00
331354	BEN'S ASPHALT, INC. Emergency Repair Program Williams	Building Contractor ADAMS ELEMENTARY SCHOOL	\$135,085.00
331356	BRAVO CONCRETE CONSTRUCTION SERVICES, INC. Emergency Repair Program Williams	Building Contractor SANTA ANA HIGH SCHOOL	\$525,000.00
331357	BRAVO CONCRETE CONSTRUCTION SERVICES, INC. Emergency Repair Program Williams	Building Contractor SADDLEBACK HIGH SCHOOL	\$285,000.00
331358	LETNER ROOFING COMPANY Emergency Repair Program Williams	Building Contractor MARTIN ELEMENTARY SCHOOL	\$723,000.00
331359	LETNER ROOFING COMPANY Emergency Repair Program Williams	Building Contractor LATHROP INTERMEDIATE SCHOOL	\$621,000.00
331360	BEST CONTRACTING SERVICES, INC. Emergency Repair Program Williams	Building Contractor SPURGEON INTERMEDIATE SCHOOL	\$713,250.00
331361	BEST CONTRACTING SERVICES, INC. Emergency Repair Program Williams	Building Contractor REMINGTON ELEMENTARY SCHOOL	\$442,190.00
331362	BEST CONTRACTING SERVICES, INC. Emergency Repair Program Williams	Building Contractor WILLARD INTERMEDIATE SCHOOL	\$720,160.00
331363	BEST CONTRACTING SERVICES, INC. Emergency Repair Program Williams	Building Contractor LINCOLN ELEMENTARY SCHOOL	\$446,480.00
331364	BEST CONTRACTING SERVICES, INC. Emergency Repair Program Williams	Building Contractor ROOSEVELT ELEMENTARY SCHOOL	\$315,900.00
331366	WAXIE SANITARY SUPPLY Unrestricted Discretionary Accounts	Custodial Supplies BUILDING SERVICES	\$26,218.37

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 15 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331397	NINYO & MOORE GEOTECHNICAL & ENVIROMENTAL SCIENCE		
Emergency Repair	Building Lab Tests	SADDLEBACK HIGH	\$55,681.75
Program Williams	Construction	SCHOOL	
331410	AT&T DATACOMM, INC. dba AT&T DATACOMM		
Unrestricted	Other Contracts	DISTRICTWIDE	\$226,000.00
Discretionary			
Accounts			
331411	JENA LYNN-ALBANESE REYNOLDS		2015/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$31,160.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331417	S. DANIEL HARBOTTLE dba HARBOTTLE LAW GROUP		2015/05/26
Special Education	Sub Agreements for	SPECIAL EDUCATION	\$50,000.00
	Services		
Special Education	Legal Audit and	SPECIAL EDUCATION	\$25,000.00
	Election Contracts		
331418	PAUL ARATA		2015/05/26
Special Ed: Mental	Sub Agreements for	SPECIAL EDUCATION	\$52,760.00
Health Services	Services		
Special Ed: Mental	Consultants	SPECIAL EDUCATION	\$25,000.00
Health Services	Instructional		
331425	APPLE, INC.		
Fd 40 QZAB Solar	Other Equipment	THORPE FUNDAMENTAL	\$40,559.85
Energy Savings 2012		ELEMENTARY SCHOOL	
(eff 2014-15)			
331435	ANDERSON AIR CONDITIONING, LP		
California Clean	Building	MADISON ELEMENTARY	\$267,034.00
Energy Jobs Act	Contractor	SCHOOL	
331436	LOS ANGELES AIR CONDITIONING, INC.		
California Clean	Building	WALKER ELEMENTARY	\$647,000.00
Energy Jobs Act	Contractor	SCHOOL	
331437	LOS ANGELES AIR CONDITIONING, INC.		
California Clean	Building	SEPULVEDA	\$497,000.00
Energy Jobs Act	Contractor	ELEMENTARY SCHOOL	

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 16 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331438	COLUMBIA STEEL, INC.		
Emergency Repair	Building	MITCHELL CHILD	\$142,218.00
Program Williams	Contractor	DEVELOPMENT CENTER	
331439	RICK A. CARDELLO dba OCEANSTATE DEVELOPMENT, INC.		
Emergency Repair	Building	MITCHELL CHILD	\$293,000.00
Program Williams	Contractor	DEVELOPMENT CENTER	
331440	SCHOOLWIRES, INC.		
Unrestricted	Other Contracts	TECHNOLOGY	\$57,950.00
Discretionary		INNOVATION SERVICES	
Accounts			
331443	CULVER NEWLIN, INC.		
Fund 40 QZAB Solar	Other Equipment	SADDLEBACK HIGH	\$117,165.77
Energy Savings 2012		SCHOOL	
331444	AT&T DATACOMM, INC. dba AT&T DATACOMM		
Unrestricted	Other Contracts	TECHNOLOGY	\$35,867.30
Discretionary		INNOVATION SERVICES	
Accounts			
Unrestricted	Other Contracts	TECHNOLOGY	\$102,478.00
One-time Funds		INNOVATION SERVICES	
331446	BLACKBOARD		
Unrestricted	Maintenance	TECHNOLOGY	\$82,592.00
Discretionary	Contracts Repairs	INNOVATION SERVICES	
Accounts			
331453	APEX LEARNING		
Unrestricted	Other Contracts	GODINEZ FUNDAMENTAL	\$5,600.00
Discretionary		HIGH SCHOOL	
Accounts			
Unrestricted	Other Contracts	MIDDLE COLLEGE HIGH	\$2,000.00
Discretionary		SCHOOL	
Accounts			
Unrestricted	Other Contracts	SEGERSTROM HIGH	\$6,560.00
Discretionary		SCHOOL	
Accounts			
Unrestricted	APEX Credit	ALTERNATIVE	\$1,760.00
Discretionary	Recovery Software	EDUCATION	
Accounts			
Unrestricted	APEX Credit	CENTURY HIGH SCHOOL	\$15,200.00
Discretionary	Recovery Software		
Accounts			

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 17 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331453	APEX LEARNING		
LCFF	APEX Credit	ALTERNATIVE	\$6,560.00
Supplemental/ Concentration	Recovery Software	EDUCATION	
IASA: Title I Basic Grants Low Income	Other Contracts	SANTA ANA HIGH SCHOOL	\$17,600.00
IASA: Title I Basic Grants Low Income	Other Contracts	VALLEY HIGH SCHOOL	\$15,200.00
IASA: Title I Basic Grants Low Income	Other Contracts	SADDLEBACK HIGH SCHOOL	\$15,200.00
IASA: Title I Basic Grants Low Income	Other Contracts	CHAVEZ CONTINUATION HIGH SCHOOL	\$5,840.00
IASA: Title I Basic Grants Low Income	APEX Credit Recovery Software	LORIN GRISET ACADEMY	\$9,920.00
Two-Way Digital ITFS Licensee Revenue	Other Contracts	TECHNOLOGY	\$3,360.00
331457	AREY JONES EDUCATIONAL SOLUTIONS		
Fund 40 QZAB Solar Energy Savings 2012	Other Equipment	LATHROP INTERMEDIATE SCHOOL	\$46,674.00
331459	AREY JONES EDUCATIONAL SOLUTIONS		
IASA: Title I Basic Grants Low Income	Materials & Supplies/Software	GODINEZ FUNDAMENTAL HIGH SCHOOL	\$86,767.50
331468	VEX ROBOTICS, INC.		
Fd 40 QZAB Solar Energy Savings 2012	Other Equipment	LATHROP INTERMEDIATE SCHOOL	\$92,400.00
331472	BALFOUR BEATTY CONSTRUCTION		
Special Reserve Fund	Construction Managers Fees	MITCHELL CHILD DEVELOPMENT CENTER	\$612,945.00
331473	POWER PLUS		
Special Reserve Fund	Building Improvements	MITCHELL CHILD DEVELOPMENT CENTER	\$25,845.00
331487	AT&T DATACOMM, INC. dba AT&T DATACOMM		
Special Reserve Fund	Building Improvements	MITCHELL CHILD DEVELOPMENT CENTER	\$231,663.25

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 18 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331490	TWINING CONSULTING, INC. Measure G Series E	Building Lab Tests Construction	FRANKLIN ELEMENTARY SCHOOL \$32,711.13
331494	BALFOUR BEATTY CONSTRUCTION Special Reserve Fund	Construction Managers Fees	MITCHELL CHILD DEVELOPMENT CENTER \$42,051.75
331495	BALFOUR BEATTY CONSTRUCTION Measure G Series E	Construction Managers Fees	WILSON ELEMENTARY SCHOOL \$25,637.00
331517	SOUTHWEST SCHOOL AND OFFICE SUPPLY General Fund	Stores	WAREHOUSE AND DELIVERY \$90,219.06
331529	COMMERCIAL AQUATIC SERVICES, INC. Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES \$50,000.00
331537	DUNN EDWARDS Deferred Maintenance Fund	Electrical/ Electronics Building Maintenance Supplies	BUILDING SERVICES \$80,000.00
331542	R&D TRANSPORTATION SERVICES, INC. Unrestricted Discretionary Accounts	Consultant Noninstructional	DISTRICTWIDE 2014/06/10 \$65,000.00
331546	THREE STARS PORTABLE TOILET SERVICES Civic Center Rental Fees	Other Contracts	ESQUEDA ELEMENTARY SCHOOL \$480.00
	Civic Center Rental Fees	Other Contracts	JEFFERSON ELEMENTARY SCHOOL \$800.00
	Civic Center Rental Fees	Other Contracts	MARTIN ELEMENTARY SCHOOL \$1,800.00
	Civic Center Rental Fees	Other Contracts	SEPULVEDA ELEMENTARY SCHOOL \$1,600.00
	Civic Center Rental Fees	Other Contracts	GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL \$9,000.00
	Civic Center Rental Fees	Other Contracts	WASHINGTON ELEMENTARY SCHOOL \$1,800.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 19 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331546	THREE STARS PORTABLE TOILET SERVICES		
Civic Center Rental Fees	Other Contracts	LATHROP INTERMEDIATE SCHOOL	\$1,800.00
Civic Center Rental Fees	Other Contracts	SANTA ANA HIGH SCHOOL	\$1,800.00
Civic Center Rental Fees	Other Contracts	MCFADDEN INTERMEDIATE SCHOOL	\$8,000.00
Civic Center Rental Fees	Other Contracts	SADDLEBACK HIGH SCHOOL	\$3,100.00
Civic Center Rental Fees	Other Contracts	VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	\$6,400.00
Civic Center Rental Fees	Other Contracts	CENTURY HIGH SCHOOL	\$3,100.00
Civic Center Rental Fees	Other Contracts	WALKER ELEMENTARY SCHOOL	\$1,800.00
331546	THREE STARS PORTABLE TOILET SERVICES		
Civic Center Rental Fees	Other Contracts	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	\$480.00
Civic Center Rental Fees	Other Contracts	SEGERSTROM HIGH SCHOOL	\$800.00
331549	EBERHARD EQUIPMENT		
Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	TRANSPORTATION DEPARTMENT	\$45,000.00
331557	ORANGE COUNTY AUTO PARTS NAPA		
Ongoing & Major Maintenance Account	Equipment Maintenance Supplies	TRANSPORTATION DEPARTMENT	\$65,000.00
331558	PARKHOUSE TIRE, INC.		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	TRANSPORTATION DEPARTMENT	\$32,000.00
331560	INTERCOM CLOCKS & SIGNAL SERVICE		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$40,000.00
331561	INTERIOR MANAGEMENT, INC.		
Ongoing & Major Maintenance Account	Maintenance Contracts Repairs	BUILDING SERVICES	\$25,000.00

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 20 of 21

PO No.	Vendor		BOA Date
Funding	Description	Location	Amount
331563	WESTERN POWER SYSTEMS		
Ongoing & Major	Maintenance	BUILDING SERVICES	\$119,772.00
Maintenance Account	Contracts Repairs		
331584	TOMARK SPORTS, INC.		
Fund 40 Valley	Other Equipment	VALLEY HIGH SCHOOL	\$25,998.07
Sports Complex			
331586	IRVINE PIPE AND SUPPLY		
Deferred	Electrical/	BUILDING SERVICES	\$75,000.00
Maintenance Fund	Electronics Building		
	Maintenance Supplies		
331588	MONTGOMERY HARDWARE COMPANY		
Deferred	Locks Supplies	BUILDING SERVICES	\$50,000.00
Maintenance Fund			
331590	ARAMARK		
Child Nutrition:	Uniforms	NUTRITION SERVICES	\$25,000.00
School Programs			
331592	KOCE-TV FOUNDATION dba PBS SOCAL		
Lottery:	Other Contracts	TECHNOLOGY	\$64,594.70
Instructional			
Materials			
331593	ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS		
Property &	Other Insurance	RISK MANAGEMENT	\$2,274,938.00
Liability			
331620	SANDY PRINGLE ASSOCIATE		
Emergency Repair	Building	LINCOLN ELEMENTARY	\$14,000.00
Program Williams	Inspection	SCHOOL	
Emergency Repair	Building	MARTIN ELEMENTARY	\$6,000.00
Program Williams	Inspection	SCHOOL	
Emergency Repair	Building	ROOSEVELT	\$6,000.00
Program Williams	Inspection	ELEMENTARY SCHOOL	
Emergency Repair	Building	REMINGTON	\$6,000.00
Program Williams	Inspection	ELEMENTARY SCHOOL	
Emergency Repair	Building	WILLARD	\$6,000.00
Program Williams	Inspection	INTERMEDIATE SCHOOL	
Emergency Repair	Building	SPURGEON	\$6,000.00
Program Williams	Inspection	INTERMEDIATE SCHOOL	

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

From 15-JUL-2015 Through 11-AUG-2015 Page: 21 of 21

PO No.	Vendor			BOA Date
Funding	Description	Location	Amount	
331663	CHEFS' TOYS			
Child Nutrition:	Other Equipment	NUTRITION SERVICES	\$25,728.00	
School Programs				

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Ratification of Expenditure Summary and Warrant Listing for Period of July 15, 2015 through August 11, 2015**

ITEM: **Consent**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board ratification of the Expenditure Summary and Warrant Listing for the expenditures \$25,000 and over on a bi-monthly basis.

RATIONALE:

The Expenditure Summary consists of all warrants created during the period of July 15, 2015 through August 11, 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.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

FUNDING:

Not Applicable

RECOMMENDATION:

Ratify Expenditure Summary and Warrant Listing of expenditures over \$25,000 for the period of July 15, 2015 through August 11, 2015.



Santa Ana Unified School District

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

Richard L. Miller, Ph.D., Superintendent

Date: August 11, 2015
To: Richard L. Miller, Ph.D., Superintendent
From: Tina Douglas, Assistant Superintendent, Business Services
Subject: Expenditures Summary: From 15-JUL-2015 through 11-AUG-2015

Fund 01 General Fund	\$8,412,074.33
Fund 12 Child Development	\$52,492.33
Fund 13 Cafeteria Fund	\$1,791,875.60
Fund 14 Deferred Maintenance Fund	\$277,129.05
Fund 24 SAUSD GO Bond, 2008 Election, Series A Building Fund	\$4,026.75
Fund 25 Capital Facilities Fund	\$132,160.96
Fund 26 Measure G Bond	\$491,408.14
Fund 29 Measure G	\$240,279.73
Fund 35 County School Facilities Fund	\$3,675,433.48
Fund 40 Special Reserve Fund	\$4,449,862.24
Fund 68 Workers' Compensation	\$213,042.41
Fund 69 Health & Welfare	\$6,219,710.15
Fund 81 Property & Liability	\$22,212.80
Total Expenditures:	\$25,981,707.97

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

July 15, 2015

Page 1 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84208910	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$53,050.28
84208916	APPROACH LEARNING AND ASSESSMENT CENTER, INC. Special Education	SPECIAL EDUCATION	\$46,550.00
84208941	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Education	SPECIAL EDUCATION	\$79,993.35
84208961	AARDVARK CLAY AND SUPPLIES, INC. NCLB: Title I, School Improvement Grant QEIA Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL VALLEY HIGH SCHOOL	\$25,574.40
84208963	APPLE, INC. Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT GODINEZ FUNDAMENTAL HIGH SCHOOL MADISON ELEMENTARY SCHOOL SUMMER SCHOOL ELEMENTARY DIVISION GODINEZ FUNDAMENTAL HIGH SCHOOL HENINGER ELEMENTARY SCHOOL	\$74,116.24
84208964	AREY JONES EDUCATIONAL SOLUTIONS Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A	ACCOUNTING DEPARTMENT FRANKLIN ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL MADISON ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL VALLEY HIGH SCHOOL	\$353,727.87

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 2 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
	LCFF-Supplemental/Concentration	TECHNOLOGY	
	Medi-Cal Billing Option	TRANSITION PROGRAMS	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Unrestricted Discretionary Accounts	COMMUNICATIONS OFFICE	
		FACILITIES/GOVERNMENTAL RELATIONS	
		MADISON ELEMENTARY SCHOOL	
		RESEARCH AND EVALUATION	
		TECHNOLOGY INNOVATION SERVICES	
		WILSON ELEMENTARY SCHOOL	
84208966	AREY JONES EDUCATIONAL SOLUTIONS		\$586,836.56
	Carl D Perkins Section 131 Career and Technical Education act of 1998	VOCATIONAL EDUCATION	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		FREMONT ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		MARTIN ELEMENTARY SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		PIO PICO ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 3 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SANTIAGO ELEMENTARY SCHOOL	
		STUDENT ACHIEVEMENT	
		SUMMER SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	LCFF-Supplemental/Concentration	ALTERNATIVE EDUCATION	
		PUPIL SUPPORT SERVICES	
	Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	
		SPEECH & LANGUAGE	
	The California Wellness Foundation	MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	COMMUNITY DAY HIGH SCHOOL	
		ESQUEDA ELEMENTARY SCHOOL	
		FRANKLIN ELEMENTARY SCHOOL	
		GREENVILLE FUNDAMENTAL ELEMENTARY SCHOOL	
		HARVEY ELEMENTARY SCHOOL	
		HOOVER ELEMENTARY SCHOOL	
		LORIN GRISET ACADEMY	
		MARTIN ELEMENTARY SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MIDDLE COLLEGE HIGH SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		MUIR FUNDAMENTAL ELEMENTARY SCHOOL	
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 4 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		SEPULVEDA ELEMENTARY SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
84208967	BARNES & NOBLE BOOKSELLERS, INC.		\$48,805.85
	California Career Pathways Trust	CENTURY HIGH SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SUMMER SCHOOL	
	SA Public Schools Foundation (SAPSF) Check	DIAMOND ELEMENTARY SCHOOL	
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
84209025	CULVER NEWLIN, INC.		\$57,215.32
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Fund 01 General Fund	ACCOUNTING DEPARTMENT	
	Head Start	CHILD DEVELOPMENT	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	
	Special Education	SPECIAL EDUCATION	
	Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL	
		PUBLICATIONS	
		TECHNOLOGY INNOVATION SERVICES	
		WAREHOUSE AND DELIVERY	
	Unrestricted One-time Funds	DISTRICTWIDE	
84209060	WARE DISPOSAL, INC.		\$32,373.82
	Unrestricted Discretionary Accounts	DISTRICTWIDE	

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 5 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84209070	GRAINGER Fund 01 General Fund Ongoing & Major Maintenance Account Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT PUBLICATIONS BUILDING SERVICES SEGERSTROM HIGH SCHOOL	\$33,732.19
84208879	DIGITAL NETWORKS GROUP, INC. LCFF-Supplemental/Concentration	FACILITIES/GOVERNMENTAL RELATIONS	\$655,619.41
Fund 13 Cafeteria Fund			
84209129	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES	\$55,623.43
84209118	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES VALLEY HIGH SCHOOL	\$78,128.90
84209124	CHEFS' TOYS Child Nutrition: School Programs	MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL SEGERSTROM HIGH SCHOOL	\$101,589.08
84209131	DRIFTWOOD DAIRY Child Nutrition: School Programs	NUTRITION SERVICES SANTA ANA HIGH SCHOOL	\$48,939.16
84209135	GOLD STAR FOODS Child Nutrition: School Programs	CARR INTERMEDIATE SCHOOL GODINEZ FUNDAMENTAL HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	\$47,543.12

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 6 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MCFADDEN INTERMEDIATE SCHOOL	
		NUTRITION SERVICES	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		VALLEY HIGH SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
84209140	ILAPAK, INC.		
	Child Nutrition: School Programs	NUTRITION SERVICES	\$67,746.16
84209151	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	

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 7 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		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	
		ROOSEVELT ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		WALKER ELEMENTARY SCHOOL	
		WASHINGTON ELEMENTARY SCHOOL	
		WILSON ELEMENTARY SCHOOL	
84209122	ARROW RESTAURANT EQUIPMENT Child Nutrition: School Programs	NUTRITION SERVICES	\$39,873.60
Fund 25 Capital Facilities Fund			
84209180	SILVER CREEK INDUSTRIES, INC. Fund 25 Capital Facilities Fund	SEGERSTROM HIGH SCHOOL	\$55,036.35
Fund 26 Measure G Bond			
84209182	MUSCO SPORTS LIGHTING, LLC Fund 26 Measure G Bond Series B	CENTURY HIGH SCHOOL	\$488,160.00
Fund 29 Measure G			
84209186	PJHM ARCHITECTS, INC. Fund 29 Measure G Series E	FRANKLIN ELEMENTARY SCHOOL KING ELEMENTARY SCHOOL	\$26,814.66

SAUSD Board of Education Warrant Listing

July 15, 2015

Page 8 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84209194	PRIEST CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL MITCHELL CHILD DEVELOPMENT CENTER WILSON ELEMENTARY SCHOOL	\$30,088.00
84209196	R.C. CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	KING ELEMENTARY SCHOOL	\$107,890.11
84209198	SOUTHERN BLEACHER COMPANY, INC. Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$49,000.00
Fund 40 Special Reserve Fund			
84209211	WOLVERINE FENCE COMPANY, INC. Emergency Repair Program-Williams Case	SADDLEBACK HIGH SCHOOL	\$49,000.00
84209203	GHATAODE BANNON ARCHITECTS, LLP Emergency Repair Program-Williams Case	LATHROP INTERMEDIATE SCHOOL LINCOLN ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL Fund 40 Valley Sports Complex	\$41,817.44
84209208	PH HAGOPIAN CONTRACTOR, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$1,470,568.65
Grand Total:			\$4,831,637.95

SAUSD Board of Education Warrant Listing

July 16, 2015

Page 1 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84209231	SUNESYS, LLC Unrestricted Discretionary Accounts	DISTRICTWIDE	\$601,942.81
84209224	WARE GROUP IASA: Title I Basic Grants Low-Income and Neglected, Part A	ADAMS ELEMENTARY SCHOOL CARVER ELEMENTARY SCHOOL DAVIS ELEMENTARY SCHOOL DIAMOND ELEMENTARY SCHOOL GARFIELD ELEMENTARY SCHOOL HARVEY ELEMENTARY SCHOOL HOOVER ELEMENTARY SCHOOL JACKSON ELEMENTARY SCHOOL KENNEDY ELEMENTARY SCHOOL LINCOLN ELEMENTARY SCHOOL MONTE VISTA ELEMENTARY SCHOOL REMINGTON ELEMENTARY SCHOOL ROOSEVELT ELEMENTARY SCHOOL TAFT ELEMENTARY SCHOOL VILLA FUNDAMENTAL INTERMEDIATE SCHOOL WASHINGTON ELEMENTARY SCHOOL WILSON ELEMENTARY SCHOOL FRANKLIN ELEMENTARY SCHOOL FREMONT ELEMENTARY SCHOOL HENINGER ELEMENTARY SCHOOL HEROES ELEMENTARY SCHOOL MADISON ELEMENTARY SCHOOL MARTIN ELEMENTARY SCHOOL	\$102,695.40
	Unrestricted Discretionary Accounts		

SAUSD Board of Education Warrant Listing

July 16, 2015

Page 2 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		MCFADDEN INTERMEDIATE SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
84209222	REVOLVING CASH FUND		\$50,251.12
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	SANTA ANA HIGH SCHOOL	
		SUMMER SCHOOL	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	Title II-Part A Improving Teacher Quality	NONPUBLIC SCHOOLS	
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
		SCHOOL POLICE SERVICES	
84209218	ECS IMAGING, INC.		\$30,163.00
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84209215	CALPERS FISCAL SERVICES DIVISION		\$153,969.00
	Fund 01 General Fund	SCHOOL POLICE SERVICES	
 Fund 69 Health & Welfare			
84209237	SANTA ANA UNIFIED SCHOOL DISTRICT		\$750,000.00
	Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$1,689,021.33

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 1 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84209340	U S BANK - CAL CARD		\$304,921.32
	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	
		WALKER ELEMENTARY SCHOOL	
	Beginning Teacher-BTSA	STAFF DEVELOPMENT	
	Carol M White PEP Grant	SPECIAL PROJECTS/WELLNESS	
	Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	
	Donations (Miscellaneous)	EARLY CHILDHOOD EDUCATION	
		GARFIELD ELEMENTARY SCHOOL	
		GODINEZ FUNDAMENTAL HIGH SCHOOL	
		HEROES ELEMENTARY SCHOOL	
		LINCOLN ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MADISON ELEMENTARY SCHOOL	
		MONROE ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SPECIAL EDUCATION	
		VALLEY HIGH SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	E-Business Academy [0473] CHS	CENTURY HIGH SCHOOL	
	Education Academy [0434] CHS	CENTURY HIGH SCHOOL	
	Fundraiser (Non ASB-PTA Deposits)	MARTIN ELEMENTARY SCHOOL	
	Head Start	CHILD DEVELOPMENT	
	IASA: Title I Basic Grants Low-Income and Neglected, Part A	CARR INTERMEDIATE SCHOOL	
		CARVER ELEMENTARY SCHOOL	

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 2 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		GARFIELD ELEMENTARY SCHOOL	
		HENINGER ELEMENTARY SCHOOL	
		JACKSON ELEMENTARY SCHOOL	
		JEFFERSON ELEMENTARY SCHOOL	
		KENNEDY ELEMENTARY SCHOOL	
		KING ELEMENTARY SCHOOL	
		LOWELL ELEMENTARY SCHOOL	
		MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
		MENDEZ FUNDAMENTAL INTERMEDIATE SCHOOL	
		MONTE VISTA ELEMENTARY SCHOOL	
		REMINGTON ELEMENTARY SCHOOL	
		SEGERSTROM HIGH SCHOOL	
		SPURGEON INTERMEDIATE SCHOOL	
		STUDENT ACHIEVEMENT	
		SUMMER SCHOOL	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	IASA: Title I Migrant Ed Regular Program	MIGRANT EDUCATION	
	Kinder Readiness Program II	EARLY CHILDHOOD EDUCATION	
	LCFF-Supplemental/Concentration	ALTERNATIVE EDUCATION	

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 3 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		EDUCATIONAL SERVICES DIVISION	
		ELEMENTARY DIVISION	
		ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
		PUPIL SUPPORT SERVICES	
		SECONDARY DIVISION	
	NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	
	Ongoing & Major Maintenance Account	BUILDING SERVICES	
	Recognition Programs	EDUCATIONAL SERVICES DIVISION	
	Risk Management - Undesignated	RISK MANAGEMENT	
	S.D. Bechtel, Jr. Foundation	STAFF DEVELOPMENT	
	Special Ed: Mental Health Services	GODINEZ FUNDAMENTAL HIGH SCHOOL	
		MCFADDEN INTERMEDIATE SCHOOL	
	Special Education	SPECIAL EDUCATION	
	Title III Limited English Proficiency LEP Student Program	ENGLISH LEARNER PROGRAMS & STUDENT ACHIEVEMENT	
	Two-Way Digital ITFS Licensee Revenue	TECHNOLOGY	
	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	REGIONAL OCCUPATIONAL PROGRAM	
	Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT	
		ADAMS ELEMENTARY SCHOOL	
		BOARD OF EDUCATION	
		BUILDING SERVICES	
		BUSINESS SERVICES DIVISION	
		CARR INTERMEDIATE SCHOOL	
		CENTURY HIGH SCHOOL	
		CHAVEZ CONTINUATION HIGH SCHOOL	
		COMMUNICATIONS OFFICE	
		COMMUNITY DAY HIGH SCHOOL	
		COMMUNITY RELATIONS	

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 4 of 8

Check #

Vendor

Location

Amount

CONSTRUCTION
DAVIS ELEMENTARY SCHOOL
EDUCATIONAL SERVICES DIVISION
ELEMENTARY DIVISION
FACILITIES/GOVERNMENTAL RELATIONS
FRANKLIN ELEMENTARY SCHOOL
GARFIELD ELEMENTARY SCHOOL
GODINEZ FUNDAMENTAL HIGH SCHOOL
HEROES ELEMENTARY SCHOOL
HUMAN RESOURCES DIVISION
KING ELEMENTARY SCHOOL
LATHROP INTERMEDIATE SCHOOL
LORIN GRISET ACADEMY
LOWELL ELEMENTARY SCHOOL
MACARTHUR FUNDAMENTAL INTERMEDIATE
SCHOOL
MADISON ELEMENTARY SCHOOL
MARTIN ELEMENTARY SCHOOL
MCFADDEN INTERMEDIATE SCHOOL
MENDEZ FUNDAMENTAL INTERMEDIATE
SCHOOL
MIDDLE COLLEGE HIGH SCHOOL
PIO PICO ELEMENTARY SCHOOL
PUBLICATIONS
PUPIL SUPPORT SERVICES
PURCHASING DEPARTMENT
REMINGTON ELEMENTARY SCHOOL
RESEARCH AND EVALUATION
RETIREE AWARD & RECOGNITION

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 5 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
		ROMERO-CRUZ ELEMENTARY SCHOOL	
		SADDLEBACK HIGH SCHOOL	
		SANTA ANA HIGH SCHOOL	
		SANTIAGO ELEMENTARY SCHOOL	
		SCHOOL POLICE SERVICES	
		SECONDARY DIVISION	
		SEGERSTROM HIGH SCHOOL	
		SEPULVEDA ELEMENTARY SCHOOL	
		SIERRA PREPARATORY ACADEMY	
		SPURGEON INTERMEDIATE SCHOOL	
		SUPERINTENDENT'S OFFICE	
		TECHNOLOGY INNOVATION SERVICES	
		THORPE FUNDAMENTAL ELEMENTARY SCHOOL	
		VALLEY HIGH SCHOOL	
		VILLA FUNDAMENTAL INTERMEDIATE SCHOOL	
		VISUAL & PERFORMING ARTS	
		WAREHOUSE AND DELIVERY	
		WASHINGTON ELEMENTARY SCHOOL	
		WILLARD INTERMEDIATE SCHOOL	
		WILSON ELEMENTARY SCHOOL	
	WASC (was Fund Resource 010031)	SANTA ANA HIGH SCHOOL	
84209244	SOUTHERN CALIFORNIA EDISON		\$63,552.42
	Unrestricted Discretionary Accounts	DISTRICTWIDE	
84209247	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		\$80,447.45
	Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	
		HUMAN RESOURCES DIVISION	

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 6 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84209248	BOYS AND GIRLS CLUB OF SANTA ANA 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	\$27,040.55
84209251	DURHAM SCHOOL SERVICES, L.P. Pupil Transportation (7230/7240)	TRANSPORTATION DEPARTMENT	\$52,391.05
84209252	EDUCATIONAL CONSULTING SERVICES, INC. Saturday Attendance Recovery Program	PUPIL SUPPORT SERVICES	\$42,378.00
84209256	ORANGE COUNTY DEPARTMENT OF EDUCATION Special Education	SPECIAL EDUCATION	\$230,745.23
84209260	TURNING POINT CENTER FOR FAMILIES Medi-Cal Billing Option	PUPIL SUPPORT SERVICES	\$43,360.00
84209261	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$428,790.39
84209269	AREY JONES EDUCATIONAL SOLUTIONS California Career Pathways Trust Fund 01 General Fund IASA: Title I Basic Grants Low-Income and Neglected, Part A NCLB: Title I, School Improvement Grant QEIA Special Ed: Early Ed Individuals with Exceptional Needs Infant Program Two-Way Digital ITFS Licensee Revenue Unrestricted Discretionary Accounts	CENTURY HIGH SCHOOL ACCOUNTING DEPARTMENT SUMMER SCHOOL VALLEY HIGH SCHOOL TAFT ELEMENTARY SCHOOL TECHNOLOGY CENTURY HIGH SCHOOL GARFIELD ELEMENTARY SCHOOL SADDLEBACK HIGH SCHOOL TECHNOLOGY INNOVATION SERVICES	\$170,998.92
84209271	E-Rate	AT&T DATACOMM, INC. dba AT&T DATACOMM DISTRICTWIDE	\$59,285.20

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 7 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84209291	MCGRAW HILL SCHOOL EDUCATION, LLC Fund 01 General Fund Special Education	ACCOUNTING DEPARTMENT SUMMER SCHOOL	\$27,740.61
84209242	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$52,776.50
84209296	RED ROCK CANYON SCHOOL ADOLESCENT Special Ed: Mental Health Services Special Education	SPECIAL EDUCATION SPECIAL EDUCATION	\$35,927.00
84209420	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$37,906.00
84209417	MAGNOLIA EDUCATIONAL RESEARCH FOUNDATION Fund 01 General Fund	CASH ACCOUNT	\$134,630.00
Fund 13 Cafeteria Fund			
84209354	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	NUTRITION SERVICES	\$34,838.87
84209372	INLAND KENWORTH (US), INC. Child Nutrition: School Programs	NUTRITION SERVICES	\$733,864.68
84209351	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SADDLEBACK HIGH SCHOOL SEGERSTROM HIGH SCHOOL	\$90,474.70
Fund 25 Capital Facilities Fund			
84209388	GHATAODE BANNON ARCHITECTS, LLP Fund 25 Capital Facilities Fund	SADDLEBACK HIGH SCHOOL	\$31,500.00

SAUSD Board of Education Warrant Listing

July 23, 2015

Page 8 of 8

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 35 County School Facilities Fund			
84209396	BALFOUR BEATTY CONSTRUCTION Fund 35 OPSC School Facilities Bond Projects	COMMUNITY DAY HIGH SCHOOL	\$2,001,678.65
84209398	ERICKSON-HALL CONSTRUCTION CO. Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$793,326.14
84209399	GHATAODE BANNON ARCHITECTS, LLP Fund 35 OPSC School Facilities Bond Projects	COMMUNITY DAY HIGH SCHOOL	\$38,837.39
84209400	GRANDPOINT BANK Fund 35 OPSC School Facilities Bond Projects	CENTURY HIGH SCHOOL	\$41,754.01
84209401	R.C. CONSTRUCTION SERVICES, INC. Fund 35 OPSC School Facilities Bond Projects	FRANKLIN ELEMENTARY SCHOOL	\$423,370.64
Fund 40 Special Reserve Fund			
84209407	PH HAGOPIAN CONTRACTOR, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$2,064,944.94
84209409	SUNPOWER CORPORATION, SYSTEMS Fund 40 QZAB Solar Energy Savings 2012	VALLEY HIGH SCHOOL	\$487,734.75
Grand Total:			\$8,535,215.41

SAUSD Board of Education Warrant Listing

July 29, 2015

Page 1 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84209503	UNISOURCE WORLDWIDE, INC. Fund 01 General Fund	PUBLICATIONS	\$30,746.28
84209431	DISCOVERY CUBE ORANGE COUNTY 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	EDUCATIONAL SERVICES DIVISION	\$54,149.22
84209432	EAGLE SOFTWARE Unrestricted Discretionary Accounts	TECHNOLOGY INNOVATION SERVICES	\$57,045.00
84209433	EDUCATION PIONEERS, INC. Unrestricted Discretionary Accounts	BUSINESS SERVICES DIVISION	\$27,840.00
84209434	EDUCATIONAL POLICY IMPROVEMENT CENTER NCLB: Title I, School Improvement Grant QEIA	VALLEY HIGH SCHOOL	\$47,500.00
84209469	CONTINUANT, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$75,911.77
84209426	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$31,890.26
84209494	SHI INTERNATIONAL CORP. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$138,672.40
Fund 13 Cafeteria Fund			
84209560	GOLD STAR FOODS Child Nutrition: School Programs	CENTURY HIGH SCHOOL MCFADDEN INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL	\$25,573.41

SAUSD Board of Education Warrant Listing

July 29, 2015

Page 2 of 2

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84209546	A & R WHOLESALE DISTRIBUTORS Child Nutrition: School Programs	CENTURY HIGH SCHOOL MACARTHUR FUNDAMENTAL INTERMEDIATE SCHOOL NUTRITION SERVICES SANTA ANA HIGH SCHOOL SEGERSTROM HIGH SCHOOL	\$27,267.42
Fund 14 Deferred Maintenance Fund			
84209568	ALLSTAR PAVING CO., INC. Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$44,040.00
84209569	INTERIOR MANAGEMENT, INCORPORATED Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$49,138.36
Fund 69 Health & Welfare			
84209577	VISION SERVICE PLAN Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$36,852.59
84209571	BLUE SHIELD OF CALIFORNIA Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$3,288,576.88
84209573	DELTA DENTAL INSURANCE COMPANY Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$46,562.24
84209574	KAISER FOUNDATION HEALTH PLAN Health & Welfare - Active Employees Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS DISTRICT EMPLOYEE BENEFITS	\$1,541,182.89
Grand Total:			\$5,522,948.72

SAUSD Board of Education Warrant Listing

August 05, 2015

Page 1 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 01 General Fund			
84209597	XEROX CORPORATION Unrestricted Discretionary Accounts	DISTRICTWIDE	\$53,044.70
84209580	EDWARD B. COLE, SR. ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$34,536.00
84209581	EL SOL SCIENCE AND ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$82,079.00
84209584	NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL Fund 01 General Fund	CASH ACCOUNT	\$37,023.00
84209585	ORANGE COUNTY EDUCATIONAL ARTS ACADEMY Fund 01 General Fund	CASH ACCOUNT	\$53,232.00
84209586	ORANGE COUNTY HIGH SCHOOL OF THE ARTS Fund 01 General Fund	CASH ACCOUNT	\$178,127.00
84209587	SOUTHERN CALIFORNIA EDISON Head Start Unrestricted Discretionary Accounts	CHILD DEVELOPMENT DISTRICTWIDE	\$396,829.23
84209589	CAL PERS SAFETY Fund 01 General Fund	DISTRICT EMPLOYEE BENEFITS	\$46,332.04
84209590	DISCOVERY CUBE ORANGE COUNTY 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$60,000.00
84209592	HERNANDEZ MARIACHI HERITAGE SOCIETY dba JOSE 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	AFTER SCHOOL PROGRAMS	\$69,633.00
84209579	CITY OF SANTA ANA Unrestricted Discretionary Accounts	DISTRICTWIDE	\$27,146.84
84209594	ORANGE COUNTY DEPARTMENT OF EDUCATION Common Core State Standards (CCSS)	EDUCATIONAL SERVICES DIVISION	\$25,300.00

SAUSD Board of Education Warrant Listing

August 05, 2015

Page 2 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
84209647	WARE DISPOSAL, INC. Unrestricted Discretionary Accounts	DISTRICTWIDE	\$28,725.03
84209674	MIND RESEARCH INSTITUTE LCFF-Supplemental/Concentration	ELEMENTARY DIVISION	\$154,163.15
84209688	SANTA ANA COLLEGE Fund 01 General Fund Special Education	ACCOUNTING DEPARTMENT TRANSITION PROGRAMS	\$28,077.50
84209699	WAXIE SANITARY SUPPLY Fund 01 General Fund Head Start Unrestricted Discretionary Accounts	ACCOUNTING DEPARTMENT CHILD DEVELOPMENT BUILDING SERVICES	\$52,143.74
84209593	ORANGE COUNTY DEPARTMENT OF EDUCATION NCLB: Title I, School Improvement Grant QEIA Special Ed: Mental Health Services Unrestricted Discretionary Accounts	VALLEY HIGH SCHOOL PUPIL SUPPORT SERVICES CENTURY HIGH SCHOOL LATHROP INTERMEDIATE SCHOOL LOWELL ELEMENTARY SCHOOL MCFADDEN INTERMEDIATE SCHOOL PIO-PICO ELEMENTARY SCHOOL SANTA ANA HIGH SCHOOL SPURGEON INTERMEDIATE SCHOOL WILLARD INTERMEDIATE SCHOOL	\$235,819.25
 Fund 14 Deferred Maintenance Fund			
84209724	ALLSTAR PAVING CO., INC. Fund 14 Deferred Maintenance Fund	BUILDING SERVICES	\$51,011.00

SAUSD Board of Education Warrant Listing

August 05, 2015

Page 3 of 3

<u>Check #</u>	<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Fund 29 Measure G			
84209737	HORIZONS CONSTRUCTION CO. INT'L, INC. Fund 29 Measure G Series E	WILSON ELEMENTARY SCHOOL	\$154,812.44
Fund 35 County School Facilities Fund			
84209741	BEST BUY Fund 35 OPSC School Facilities Bond Projects	COMMUNITY DAY HIGH SCHOOL	\$30,312.10
Fund 40 Special Reserve Fund			
84209747	EMPYREAN PLUMBING, INC. Fund 40 Special Reserve Fund	MITCHELL CHILD DEVELOPMENT CENTER	\$103,505.83
84209749	PH HAGOPIAN CONTRACTOR, INC. Fund 40 Valley Sports Complex	VALLEY HIGH SCHOOL	\$123,039.55
Fund 68 Workers' Compensation			
84209755	SANTA ANA UNIFIED SCHOOL DISTRICT WORKERS' COMP. Fund 68 Workers' Compensation	RISK MANAGEMENT	\$210,406.54
Fund 69 Health & Welfare			
84209757	SANTA ANA UNIFIED SCHOOL DISTRICT Health & Welfare - Active Employees	DISTRICT EMPLOYEE BENEFITS	\$500,000.00
	Health & Welfare - Retired Employees	DISTRICT EMPLOYEE BENEFITS	
Grand Total:			\$2,735,298.94

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Acceptance of Extension for Nutrition Services/Nutrition Education Obesity Prevention Program Services Grant Award for 2015-16 School Year**

ITEM: **Consent**

SUBMITTED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to accept the one-year extension of the Nutrition Services/Nutrition Education Obesity Prevention (NEOP) Program Services, previously known as the Network for a Healthy California grant, award for the 2015-16 school year.

At its, October 8, 2013, meeting, the Board approved the acceptance of this grant award.

In 2013, the United States Department of Agriculture changed the way in which federal funding for nutrition was being distributed. As of 2013, the state's local health care agencies now are responsible for the distribution of these federal funds. The original grant award was for 2 years, however, the United States Department of Agriculture granted the local health care agencies an extension for the 2015-2016 school year.

This grant supports LCAP goal 2.11 "Establish partnerships that ensure student success" and goal 3.2 "Support learning events and opportunities for all stakeholders."

RATIONALE:

This project is in collaboration with the Orange County Health Care Agency and the Special Projects Department. The award money will continue to empower District students and their families to increase fruit and vegetable consumption, physical activity, and food safety with the goal of preventing obesity and other diet-related chronic diseases.

Educators will continually work with community and District partners to develop the nutritional knowledge and awareness of healthy eating and active lifestyle habits.

FUNDING:

Orange County Health Care Agency: \$79,883 one-year extension for the 2015-16 school year

RECOMMENDATION:

Approve the acceptance of extension for Nutrition Services/Nutrition Education Obesity Prevention Program Services grant award for the 2015-16 school year.

LP:RO:sz



**ADMINISTRATIVE SERVICES
CONTRACT SERVICES**

MARK A. REFWITZ
DIRECTOR

RICHARD SANCHEZ
ASSISTANT DIRECTOR

ANNA PETERS
DIRECTOR

SUSIE KIM, J.D.
DIVISION MANAGER

405 W. 5th STREET, SUITE 600
SANTA ANA, CA 92701

(714) 834-5809

FAX: (714) 834-4450

skim@ochca.com

June 26, 2015

Sent via Email: Roxanna.Owings@sausd.us

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

Subject: Agreement for Provision of Nutrition Services/Nutrition Education and Obesity Prevention (NEOP) Program Services and Santa Ana Unified School District for the period October 1, 2015 through September 30, 2016

Dear Ms. Owings,

It is the Health Care Agency's (HCA) desire to renew the subject Agreement for one (1) year, covering the period October 1, 2015 through September 30, 2016 (Fiscal Year 2015-16) for a Maximum Obligation of \$79,883.

This letter is not in any way to be construed as an agreement, obligation, or contract between the County of Orange and any party submitting notification of intent to renew. If you agree to the renewal of the contract with the County of Orange, please sign and return this document by email or mail to HCA, Contract Services, 405 W. 5th St., Suite 600, Santa Ana, CA 92701 by **Tuesday, July 7, 2015**. In addition to the signed letter, please submit the following documentation that is needed to complete the renewal of your contract by **Monday, July 13, 2015**:

- Current certificates of insurance, including endorsements
- Bylaws/Articles of Incorporation
- Resolution of the Board/Signature Authorization
- W-9 (attached)
- Data Universal Number System (DUNS):
- Budgets and staffing by project
- Agency Description Form (attached)

Once I have received this letter confirming your intent to renew along with the required documents listed above, arrangements will be made to send you a draft Agreement for your review and a request for your organization to submit any additional information that is required for the contract renewal. Once everything is final, I will make arrangements with your staff for your signature on the finalized Agreement.

If you have any questions, or need to discuss this matter further, please don't hesitate to call me at (714) 834-5326.

Sincerely,

Monica Rossow

Monica Rossow
Contract Administrator

Provider's Concurrence to Renew Agreement

Signature

Title

Date

cc: Maridet Ibanez, R.D., HCA/Nutrition Services Program Manager
William Norsetter, HCA/Contract Services Manager

GRANT SUMMARY

Title:	Network for a Healthy California
Funding Source:	Orange County Health Care Agency
Due Date:	April 23, 2013
Contact Person:	Roxanna Samaniego Owings
Amount/Duration:	\$743, 235 October 1, 2013 – September 30, 2016
Target Population (e.g. Grade Level/s):	Preschool – grade 12
Budget Impact:	None
Indirect Rate:	3.97 %
Personnel Impact:	None
Survey Questions:	<i>None without prior District approval and parent consent</i>
Grant Program Description	
<p>This grant is an Orange County Health Care Agency grant, if funded, will be used to empower our students and their families to increase fruit and vegetable consumption, physical activity and food safety with the goal of preventing obesity and other diet-related chronic diseases.</p> <p>This grant will serve to teach students and families regarding good nutrition; help to combat the high obesity epidemic in students, while increasing the awareness of the importance of good nutrition and active lifestyles.</p>	
Goals /Objectives	<ul style="list-style-type: none"> • Improve the nutrition knowledge and awareness of eating more servings of fruits and vegetables, and limit empty caloric intake through sweets and fats. • Work in conjunction with the Fresh Fruits and Vegetables Program, Food Services Department, community and District partners to develop the nutritional knowledge and awareness of healthy nutrition and active lifestyle habits utilizing regular and extended curricular projects. • Provide staff development, to help staff deliver ELD strategies to teachers and support staff to help deliver the message of the importance of good nutrition and being physically active.
Activities:	<ul style="list-style-type: none"> • By September 30, 2016, students will have received enhanced ELD nutrition education lessons infused with their academic instruction; using District-approved ELD strategies in the content areas. • By September 30, 2016, parents will be participating in nutrition and physical education classes and then teach lessons learned to other parents at their schools. • By September 30, 2016, students will be included in nutrition education and physical activity promotions through the After School Programs and with support of community partnerships. • Dissemination and public awareness of this program will occur through exhibits of students, parents and teachers' work, newsletters, cooking classes, District website, health fair, promotional materials and community outreach events.

AGENDA ITEM BACK-UP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of School Meal Support to Santa Ana Nonpublic Schools through National School Lunch Program for 2015-16 School Year**

ITEM: **Consent**

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

PREPARED BY: **Mark Chavez, Director, Nutrition Services**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to provide meal support to Santa Ana nonpublic schools through the National School Lunch Program. Edward B. Cole Academy Charter, Saint Anne, and Saint Joseph schools in Santa Ana, California, have requested meal service for their 2015-16 school year.

RATIONALE:

The Nutrition Services Department would vend breakfast and/or lunch meals to the appropriate schools according to the established agreement between the District and school sites. This vending opportunity will bring in approximately \$45,000 in additional revenue to the cafeteria fund.

LCAP Goal 3.5: Ensure access for low income pupils to the core instructional program by including nutritious food and other wellness programs.

FUNDING:

Cafeteria Fund

RECOMMENDATION:

Approve the school meal support to Santa Ana nonpublic schools through the National School Lunch Program for the 2015-16 school year.

Santa Ana Unified School District

School Nutrition Programs CONTRACT for VENDED MEALS

I. Purpose and Term

This agreement, entered into on August 26, 2015 between the Santa Ana Unified School District hereinafter referred to as Vendor and the Edward B. Cole Sr., Academy hereinafter referred to as School Food Authority (SFA) is made for the purpose of vending meals which meet the National School Lunch Program meal requirements.

The contract is effective for the period of:

August 17, 2015 through June 30, 2016

This contract must be renewed annually upon mutual agreement by SFA and Vendor.

Vendor will provide meals to SFA at the address listed below.

333 E. Walnut Street
Santa Ana, CA 92701
Phone: 714-836-9023

II. Meal Requirements

A. Vendor will provide breakfast, lunch, and snacks that meet applicable School Nutrition Programs (SNP) requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010:

1. Lunch meals meeting National School Lunch Program requirements,* 7 CFR 210 (meal pattern attached).
2. Breakfast meals meeting School Breakfast Program requirements, 7 CFR 220 (attach copy of meal pattern).
3. Snacks meeting NSLP After-School Snacks requirements, 7 CFR 210 (attach copy of snack pattern).

B. Vendor may provide meals to SFA in the following manner:

1. Unitized meals
2. Bulk quantities accompanied by transport record regarding the planned portion size for each food component

C. Vendor will also provide:

1. Eating Utensils
2. Condiments

3. Paper Items
4. Milk
5. Transportation Equipment

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

- | | |
|--------------|--------|
| 1. Breakfast | \$1.90 |
| 2. Snack | \$0.82 |
| 3. Lunch | \$2.90 |

B. Vendor shall submit to SFA monthly, itemized invoices for the meals prepared and any other services or supplies provided by the 10th of each month. The SFA shall submit payment to the Vendor within 30 days of the invoice date.

C. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law Sections A and B below.

If Vendor incurs additional costs for substitutions in accordance with Sections A through B below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III – Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

V. USDA Foods

The SFA shall designate all donated commodity entitlement to the Vendor. The Vendor shall manage and utilize such entitlement to produce meals that contain commodity product. The USDA Foods entitlement is in addition to the per meal fees charged to the SFA.

VI. Ordering and Delivering

A. SFA will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Meals prepared by Vendor shall be equal to the number of meals requested by the SFA. The SFA shall notify the Vendor at 714-431-1904 and place an order no later than 10:00 a.m., 72 hours prior to delivery. The SFA shall be obligated to accept and pay for the number of meals prepared and delivered.

B. Vendor will deliver meals as described:

Vendor shall prepare meals at its central kitchen located at 1749 E. Carnegie Ave., Santa Ana, CA 92705 and deliver to Edward B. Cole Sr., Academy located at 333 E. Walnut Street, Santa Ana, CA 92703 no later than 10:30 a.m. each service day.

C. Transport Process:

The Vendor shall provide all equipment necessary to transport meals in a manner that preserves integrity and food safety of the meals transported. All meals will be transported cold. Heated transport is not available. Vendor shall have no responsibility for the condition or care of meals after delivery is accepted. The SFA shall return to Vendor any and all transport equipment owned by Vendor on a daily basis.

VII. Health and Sanitation

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VIII. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the California Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the California Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the California Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the California Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

IX. Termination

Either party may terminate this contract upon 30 day written notice with cause.

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

Breakfast and Lunch Meal Patterns—Amount of Food^b Per Week (Minimum Per Day)

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetable (cups) ^{c,d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional veg to reach total ^h	0	0	0	1	1	1 ½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	<10	<10	<10	<10	<10	<10
Sodium (mg) ^{n,p}	≤430	≤470	≤500	≤640	≤710	≤740

Trans fat^{n,o}: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^cOne-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

^gThis category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

^oIn the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

Santa Ana Unified School District

School Nutrition Programs CONTRACT for VENDED MEALS

I. Purpose and Term

This agreement, entered into on August 26, 2015, between the Santa Ana Unified School District hereinafter referred to as Vendor and St. Anne's and St. Joseph hereinafter referred to as School Food Authority (SFA) is made for the purpose of vending meals which meet the National School Lunch Program meal requirements.

The contract is effective for the period of:

August 17, 2015 through June 30, 2016

This contract must be renewed annually upon mutual agreement by SFA and Vendor.

Vendor will provide meals to SFA at the addresses listed below.

St. Anne School
1324 S. Main Street
Santa Ana, CA 92707
Phone: 714-542-9328

St. Joseph School
608 Civic Center Drive East
Santa Ana, CA 92701
Phone: 714-542-2704

II. Meal Requirements

A. Vendor will provide breakfast, lunch, and snacks that meet applicable School Nutrition Programs (SNP) requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010:

1. Lunch meals meeting National School Lunch Program requirements,* 7 CFR 210 (meal pattern attached).
2. Breakfast meals meeting School Breakfast Program requirements, 7 CFR 220 (attach copy of meal pattern).
3. Snacks meeting NSLP After-School Snacks requirements, 7 CFR 210 (attach copy of snack pattern).

B. Vendor may provide meals to SFA in the following manner:

1. Unitized meals
2. Bulk quantities accompanied by transport record regarding the planned portion size for each food component

C. Vendor will also provide:

1. Eating Utensils
2. Condiments
3. Paper Items
4. Transportation Equipment

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet SNP requirements and are delivered in accordance with the contract. The fixed prices are the total amount due from SFA for each meal type. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

1. Breakfast \$1.90
2. Snack \$0.82
3. Lunch \$2.68

B. Vendor shall submit to SFA monthly, itemized invoices for the meals prepared and any other services or supplies provided by the 10th of each month. The SFA shall submit payment to the Vendor within 30 days of the invoice date.

C. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section IV exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Additional costs may be specified above or, if not specified above, submitted by Vendor on an as-needed basis. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law Sections A and B below.

If Vendor incurs additional costs for substitutions in accordance with Sections A through B below that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs, in accordance with Section III – Meal Prices. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and must be maintained on file.

B. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

V. USDA Foods

The SFA shall designate all donated commodity entitlement to the Vendor. The Vendor shall manage and utilize such entitlement to produce meals that contain commodity product. The USDA Foods entitlement is in addition to the per meal fees charged to the SFA.

VI. Ordering and Delivering

A. SFA will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Meals prepared by Vendor shall be equal to the number of meals requested by the SFA. The SFA shall notify the Vendor at 714-431-1904 and place an order no later than 10:00 a.m., 72 hours prior to delivery. The SFA shall be obligated to accept and pay for the number of meals prepared and delivered.

B. Vendor will deliver meals as described:

Vendor shall prepare meals at its central kitchen located at 1749 E. Carnegie Ave., Santa Ana, CA 92705 and deliver to school sites no later than 10:30 a.m. each service day.

C. Transport Process:

The Vendor shall provide all equipment necessary to transport meals in a manner that preserves integrity and food safety of the meals transported. All meals will be transported cold. Heated transport is not available. Vendor shall have no responsibility for the condition or care of meals after delivery is accepted. The SFA shall return to Vendor any and all transport equipment owned by Vendor on a daily basis.

VII. Health and Sanitation

- A. Vendor and SFA agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to SFA facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside SFA in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VIII. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the California Department of Education.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with the California Department of Education to participate in SNP.
- D. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at a SFA facility.
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the SNP agreement with the California Department of Education. Retain signature authority for the annual SNP application and monthly SNP claims by electronically submitting required information to the California Department of Education.
- G. Prepare contract documents for vended meals.
- H. Review, approve or deny, and if applicable verify Applications for Educational Benefits and provide hearings related to adverse actions.

IX. Termination

Either party may terminate this contract upon 30 day written notice with cause.

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs – Jan. 2012

Breakfast and Lunch Meal Patterns—Amount of Food^b Per Week (Minimum Per Day)

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetable (cups) ^{c,d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional veg to reach total ^h	0	0	0	1	1	1 ½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternatives (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)

Other Specifications: Daily Amount Based on the Average for a Five-Day Week

	Breakfast Meal Pattern Grades 5-K ^a	Breakfast Meal Pattern Grades 6-8 ^a	Breakfast Meal Pattern Grades 9-12 ^a	Lunch Meal Pattern Grades K-5	Lunch Meal Patterns Grades 6-8	Lunch Meal Pattern Grades 9-12
Min-max Calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	<10	<10	<10	<10	<10	<10
Sodium (mg) ^{n,p}	≤430	≤470	≤500	≤640	≤710	≤740

Trans fat^{n,o}: Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is one-eighth cup.

^cOne-quarter cup of dried fruit counts as one-half cup of fruit; one cup of leafy greens counts as one-half of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (five cups/week and a minimum of one cup/day) is effective July 1, 2014 (SY 2014-2015).

^fLarger amounts of these vegetables may be served.

^gThis category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013) and in the SBP

beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-2015).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute one ounce equivalent of meat/meat alternate for one ounce equivalent of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (one percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a five-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than one percent milk fat are not allowed.

^oIn the SBP, calories and trans fat specification take effect beginning July 1, 2013 (SY 2013-2014).

^pFinal sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in §210.10(f)(3) for lunches and § 220.8(f)(3) for breakfast.

**AGENDA ITEM BACKUP SHEET
AUGUST 25, 2015**

Board Meeting

TITLE: Approval to Increase Adult Meal Prices for 2015-16 Fiscal Year

ITEM: Consent

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

PREPARED BY: Mark Chavez, Director, Nutrition Services

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to increase the Adult Lunch price from \$3.50 to \$3.75 per meal. Per California Department of Education (CDE) requirements; adult meals must be priced at least \$0.50 higher than the full price charged to students. However, since currently SAUSD does **not charge** students for the first meal (breakfast and lunch); the requirement is that the Adult Meal price be at minimum equal to the Federal ‘Free’ reimbursement rate for student meals plus a \$.50 add-on.

RATIONALE:

The USDA/CDE published 2015-16 fiscal year Child Nutrition Program Meal Reimbursement Schedule indicates \$3.07 as the Federal ‘Free’ lunch reimbursement rate per meal. Therefore, the minimum Adult lunch price must be above \$3.57 (\$3.07 plus \$.50). In order to maintain lunch service efficiency and expedite cash transactions; the Nutrition Services Department proposes to set the price at \$3.75 (increase of \$0.25). This price increase in an increment of \$0.25 is consistent with past practice. This request is also in line with Board Policy 3551 to set meal prices in accordance with state and federal guidelines.

LCAP Goal 3.5: Ensure access for low income pupils to the core instructional program by including nutritious food and other wellness programs.

RECOMMENDATION:

Approve to increase the adult meal price from \$3.50 to \$3.75 in order to comply with the adult lunch meal pricing standards as set forth by the California Department of Education.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Disposal of Used Vehicles

ITEM: Consent

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

PREPARED BY: Jonathan Geizler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of disposal of used vehicles. The District has surplus vehicles that have been deemed unserviceable due to overall mechanical condition, excessive mileage or age.

RATIONALE:

All vehicles have been inspected and discovered to be non-operative beyond use of repair. The vehicles are being disposed through public auction. Monies from the sale and disposal of District vehicles will be deposited to the General Fund. Authorization by the Board is required for disposal.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

Five vehicles have been identified as surplus vehicles as follows:

Vehicle No.	Year	Make	VIN No./Serial No.	Miles	License No.	District ID	Location
248	1989	Ford	1FTDA14U3KZB68263	70,170	263088	26997	TIS
N/A	1999	Genie Lift	1G9AA1914XR000565	N/A	953322	3499565	Building Services
N/A	1988	Johnson/Hyster	C114V02081G	N/A	N/A	N/A	Building Services
352	2001	Chevrolet	1G1JC524517385212	119,710	383289	32218	TIS
395	2005	Ford	2FAFP71W75X161302	126,920	1071923	N/A	School Police

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the disposal of used vehicles, pursuant to Board Policy 3270.

SP:mm

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Rejection of Government Code §910 and §910.2 Claim Against Santa Ana Unified School District – File Number: LBI 1500515 RV

ITEM: Consent

SUBMITTED BY: Tina Douglas, Assistant Superintendent, Business Services

PREPARED BY: Camille Boden, Executive Director, Risk Management

BACKGROUND INFORMATION:

The purpose of this agenda item is to reject Government Code §910 and §910.2 claims against the District, File Number: LBI 1500515 RV.

DESCRIPTION OF DAMAGE/INJURY:

Claimant request reimbursement for personal injury.

FUNDING:

Not Applicable

RECOMMENDATION:

Recommend rejection of Government Code §910 and §910.2 claims against the District, File Number: LBI 1500515 RV.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Clinical Affiliation Agreement with Azusa Pacific University School of Nursing for 2015-18 School Years**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of a Clinical Affiliation Agreement with Azusa Pacific University School of Nursing. This agreement will provide nursing students from Azusa Pacific University School of Nursing an opportunity to observe school nurse practice in the District as one of the clinical placements within their program. If approved, this new agreement will be effective for a term of three years unless otherwise terminated upon the request of either party.

RATIONALE:

Students who are enrolled in the nursing program are required to have an opportunity to learn about nursing roles in a community setting. Giving students a chance to observe school nurses at work gives them information about a future career in this specialized field of nursing and enhances their learning about community nursing. In addition, they provide support and assistance to nurses at the school sites.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

LCAP Goal 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.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Clinical Affiliation Agreement with Azusa Pacific University School of Nursing for the 2015-18 school years.

DL:HC:dr:ys:cvl

CLINICAL AFFILIATION AGREEMENT BETWEEN
AZUSA PACIFIC UNIVERSITY
SCHOOL OF NURSING
and

SANTA ANA UNIFIED SCHOOL DISTRICT

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called "UNIVERSITY") and Santa Ana Unified School District, domiciled in the City of Santa Ana, State of California (hereinafter called "FACILITY"), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor's, Master's and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor's, Master's or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that

UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

- (a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.
- (b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional

liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students.

- (c) General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.
- (d) UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- (e) FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 *et seq.* (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

5. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input from the FACILITY preceptor(s).
- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

6. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students

while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

7. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

8. MISCELLANEOUS:

- (a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients, and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.
- (b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.
- (c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of

initial assignment. All students are assured that if the hepatitis B vaccination has previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

- (d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.
- (e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of immunization, PPD Test or chest x-ray showing no active tuberculosis, verbal screening for clinical history of Varicella-zoster virus infection (chicken pox), and proof of immunization against hepatitis B (heptavac). UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.
- (f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered “completed” if it includes all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

9. MUTUAL INDEMNIFICATION:

- (a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, and employees during the course and scope of a UNIVERSITY’s student’s clinical

training.

- (b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

10. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

11. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

- (a) **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.
- (b) **Students Participating in Unpaid Internship at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall be responsible for providing insurance coverage for such students' activities as an employee.

- (c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this _____ day of _____, 2015.

SANTA ANA UNIFIED SCHOOL DISTRICT
1601 E. Chestnut
Santa Ana, CA 92704
714-433-3427 Phone
714-433-3425 Fax

AZUSA PACIFIC UNIVERSITY
701 E. Foothill Blvd./ PO Box 7000
Azusa, CA 91702-7000
626-815-5386 Phone
626-470-9644 Fax

By _____
Stephanie Phillips, EdD
Deputy Superintendent, Operations

By _____
Aja Tulleners Lesh, PhD, RN
Dean, School of Nursing

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Student Field Placement Agreement with California State University, Long Beach for 2015-18 School Years**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to request Board approval of a Student Field Placement Agreement with California State University, Long Beach (CSULB) for the 2015-18 school years. This agreement will provide nursing students from CSULB an opportunity to observe school nurse practice in the District as one of the clinical placements within their program. If approved, this new agreement will be effective for a term of three years unless otherwise terminated upon the request of either party.

RATIONALE:

Students who are enrolled in the nursing program are required to have an opportunity to learn about nursing roles in a community setting. Giving students a chance to observe school nurses at work gives them information about a future career in this specialized field of nursing as well as enhances their learning about community nursing. In addition, they provide support and assistance to nurses at the school sites.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

LCAP Goal 1.14: In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Education Programs (IEPs) for additional students above 2013-14 baseline numbers.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the Student Field Placement Agreement with California State University, Long Beach for the 2015-18 school years.

DL:HC:dr:ys:cvl



STUDENT FIELD PLACEMENT AGREEMENT

This agreement (“Agreement”) is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach (“University”) and _____ (“Facility”).

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility (“Party or Parties”) agree as follows:

- I. **EDUCATIONAL PROGRAMS** – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Exhibit A – Nursing Program Protocol, consisting of 2 page(s).

II. **GENERAL PROVISIONS**

- A. Term of Agreement** - The term of this Agreement shall be operative from date of full execution until _____. Either Party may terminate this agreement upon forty-five (45) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their education experience until that student completes their placement work.
- B. Relationship of Parties** – Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- C. Indemnification** - University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees as required by law (Gov. Code §815, et seq.), and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility’s directors, officers, agents or employees in the performance of this Agreement.

D. Insurance

1. Each party shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate.
2. Students shall maintain general and professional liability, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 for each occurrence and \$4,000,000 general aggregate.
3. Workers’ compensation insurance coverage for students shall be provided by Facility.

- E. Confidentiality of Student Records** - Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). School shall not release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.

- F. Confidentiality of Medical Records (HIPAA)** - All of Facility’s medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. Solely for the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (“HIPAA”), Students shall be considered to be members of Facility’s “Workforce,” as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

In the course of Clinical Training at Facility, Students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Facility’s HIPAA Privacy and Security policies and procedures. Students will be

required to participate in training related to the HIPAA Privacy and Security Rules and Facility’s HIPAA Privacy and Security policies and procedures.

The Parties agree that School is not a “business associate” of Facility under HIPAA. School will not be performing or assisting in the performance of covered HIPAA functions on behalf of Facility. There will be no exchange of individually identifiable protected health information between School and Facility.

- G. Governing Law** – This agreement shall be construed in accordance with and governed by the laws of the State of California, except where superseded by federal law. All actions or proceedings arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts of the County of Los Angeles, State of California.
- H. Services Responsibility**- Facility retains professional and administrative responsibility for services rendered at the Facility.
- I. Student Safety and Personal Risk**- Facility shall inform the participating student of any potential health or safety risks associated with their field placement.
- J. Assignments** - This Agreement is not assignable in whole or in part.
- K. Renewal** - This agreement may be renewed by mutual written consent of authorized representatives of the parties. Nothing herein guarantees any such renewal(s).
- L. Endorsement** - Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.
- M. Fair Labor Standards Act and Displacement of Organization Employees** – It is not the intention of this Agreement for students to perform services that would displace or replace regular employees of the Facility.
- N. Nondiscrimination** - During the performance of this Agreement, the Parties may not deny placement under this Agreement to any student on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor may they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. The parties will insure that the evaluation and treatment of students are free of such discrimination.
- O. Survival** - Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.
- P. Severability** - If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.
- Q. Authority** - Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.
- R. Entire Agreement** – This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. No amendment, alternation or variation of the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto.

University:

California State University, Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Authorized Signature *Date*
Andrew Calderon, Contract Manager

Name and Title

Facility: _____

(please write the complete legal name of the entity)

Phone Number *Fax Number*

Authorized Signature *Date*

Print Name and Title

SPECIFIC PROTOCOL
CLINICAL AND GRADUATE NURSING PROGRAMS
Student Field Placement Agreement
Exhibit A

The California State University Long Beach (University) and the Nursing Programs shown below are approved by the California State University (CSU) Trustees, and such a program requires clinical fieldwork experience and the use of clinical facilities.

The California Board of Registered Nurses has accredited the University's Nursing Program.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's Nursing Department use the Facility for fieldwork experience.

At all times during operation of this Agreement the students shall have the status of learners and not be considered to as an employee or agent of either University or Facility.

A. Facility Shall:

1. Permit upon approval designated University students to receive clinical nursing experience at Facility in the hereinafter listed types of University Programs, and shall furnish and permit such students and University instructors free access to appropriate clinical facilities for such clinical field work experience.
 Undergraduate Nursing Programs
 Graduate Nursing Programs
2. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and those from other educational institutions, if any.
3. Maintain the clinical facilities used so that they at all times shall conform to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.
4. Assure that staff is adequate in number and quality to insure safe and continuous health care to individuals.
5. Provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical nursing experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred will be the sole responsibility of the student.
6. Permit and encourage members of the resident staff and attending medical staff of the Facility to participate in the instructional phase of the clinical nursing experience. This shall include permission to attend meetings of the University's Nursing Faculty, or any committee thereof, to coordinate the clinical nursing experience program provided for under this Agreement.

7. Have the right, after consultation with the University, to refuse to accept for further clinical nursing experience any of the University's students who in the Facility's judgment is not participating satisfactorily in said program.

B. For Programs in Graduate Nursing, Facility Shall Also:

Provide to University students, qualified preceptors for coordination and/or administration learning experience. Preceptors will plan, supervise and evaluate student learning experiences. Preceptors will meet with University faculty member(s) responsible for the Graduate Nursing Program to coordinate field placement learning experience. University and Facility will mutually agree upon selection of preceptors.

C. University Shall:

1. Designate enrolled University Nursing students to be assigned for clinical experience at Facility, in such numbers as are mutually agreed to by both parties.
2. Establish a rotation plan for the clinical nursing experience in the type of nursing specified in paragraph A.1 above; provided, however, that the specific training areas to be used therefore shall be selected subsequently by mutual agreement between Facility and University.
3. Certify to Facility at the time each student first reports at Facility to participate in said program that said student will comply with the health screening requirements including immunization and testing required by Facility.
4. Maintain attendance and academic records of students participating in the Programs.
5. Require every student to conform to all applicable Facility policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.
6. In consultation and coordination with Facility staff, plan for the clinical experience to be provided to students under this Agreement. This shall include an arrangement for periodic conferences between appropriate representatives of the University and Facility to evaluate the clinical fieldwork experience program provided under this Agreement.
7. Provide and be responsible for the care and control of the University's education supplies, materials and equipment used for instruction during said program.
8. Require University's clinical nursing instructors to notify Facility's staff in advance of:
 - Student nursing schedules
 - Placement of students in clinical assignments
 - Changes in clinical assignments

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Acceptance of Memorandum of Understanding of Santa Ana Partnership Award for Innovation in Higher Education**

ITEM: **Consent**

SUBMITTED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

PREPARED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board acceptance of the memorandum of understanding (MOU) of the Santa Ana Partnership, which is Santa Ana College (SAC) and the Santa Ana Unified School District, for the Award for Innovation in Higher Education.

This agreement supports LCAP goal 2.11 “Establish partnerships that ensure student success.”

RATIONALE:

This MOU is entered in order to fulfill the goals of the Award for Innovation in Higher Education, which awarded \$5 million to Santa Ana College as the administrator institution for the Santa Ana Partnership.

The MOU will allow the University of California, Irvine (UCI) and the California State University, Fullerton (CSUF) to have in place a guaranteed transfer agreement with SAC to admit SAC graduates who graduated from the District and seek to complete upper division work at SAC to either UCI or CSUF with admission requirements that provide an advantage in comparison to the comparable general or local requirements. Scholarships will also be awarded to freshman graduates of the District or a District transfer from SAC based on academic eligibility and unmet need. Funding from the Award for Innovation in Higher Education will support “College Now” classes at the District’s comprehensive high schools (Century, Godinez Fundamental, Saddleback, and Santa Ana) to provide dual enrollment opportunities.

FUNDING:

Not Applicable

RECOMMENDATION:

Accept the memorandum of understanding of the Santa Ana Partnership for the Award for Innovation in Higher Education.

LP:sz



Memorandum of Understanding between Santa Ana College and Santa Ana Unified School District (collectively, Santa Ana Partnership) and University of California, Irvine and California State University, Fullerton

This MOU is entered into in order to fulfil the goals of the Award for Innovation in Higher Education, which awarded \$5 million to Santa Ana College as the administrator institution for the Santa Ana Partnership. In this capacity, Santa Ana College agrees to share a portion of these funds with both UCI and CSUF as set forth in this agreement.

In order to receive and retain the \$1 million in Award for Innovation funds recently approved for the Santa Ana Partnership, UCI and CSUF must agree to the following:

1. UCI and CSUF agree to have in place a guaranteed transfer agreement with SAC to admit SAC graduates who graduated from SAUSD and seek to complete upper division work at UCI or CSUF. This agreement will provide a clear and predictable path to transfer from SAC to either UCI or CSUF with admission requirements that provide an advantage in comparison to the comparable general or local requirements. Admission criteria for students in the guaranteed transfer program will be reviewed after the five year period of the Innovation Award and updated by each institution. The ongoing process for updating admission criteria must be specified a year in advance of the distribution of funds to impacted students.
2. SAC agrees that it will transfer \$2 million dollars in funds to endowments at UCI and CSUF, \$1 million per campus. Revenue generated by the endowment annually must be matched 1:1 by each recipient institution.
 - a. The 1:1 match obligation of UCI and CSUF must represent an increase in scholarship dollars at the institution and shall be awarded either to a freshman graduate of SAUSD or an SAUSD transfer from SAC based on academic eligibility and unmet need.
 - b. The match requirement shall be established annually to be equal to the amount of revenue generated by the endowment fund.
 - c. The match may be derived from any combination of linked gifts and other institutional funds as long as the total amount of distributed revenue for student scholarships meets the condition detailed in item (a) above.
 - d. The amount of the awards and the process for administering the program will be up to the universities, with the first scholarship distribution required for students attending in the fall 2016 term (predicated upon the universities receiving the funds from the SAC Foundation a minimum of one year prior to the first day of instruction in the fall 2016 term).
 - e. Institutions will have the sole responsibility for determining how their funds will be invested, and will be authorized to charge an administrative fee

- according to their existing policies and procedures.
- f. Students may be eligible to renew the award based on availability of funding and maintaining academic progress toward the degree. Universities will annually review student progress and determine GPA renewal requirements.
3. An annual report will be submitted in September of each year of this agreement, beginning in Fall 2016 and continuing annually thereafter from UCI and CSUF to the Santa Ana College Foundation, which has accepted responsibility for all administrative and reporting associated with the funds. The report may contain any information that the universities deem relevant but must include at a minimum:
- a. A copy of the currently active guaranteed transfer agreement along with a list of the names of students who were admitted under its provisions for that fall.
 - b. A list of students who were awarded student scholarships for that academic year.
 - c. Data on any currently enrolled students who had been awarded funds from this endowment or the matching funds indicating their GPA, persistence, and completion status. Scholarship recipients will be advised that accepting this scholarship requires agreement to share this information with the Santa Ana College Foundation and all other parties as needed for documentation of proper expenditure of the funds.
NOTE: A form will be collaboratively developed to encompass reporting requirements and to maximize reporting efficiency for all involved parties.
 - d. Total distributed annual funds from both the original endowment and the match.
4. Notice
All notices required to be given, or which may be given by either party to the others, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.
5. MOU Alterations & Integration
No alteration or variation of the terms of the MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated here in shall be binding on any of the parties hereto.

Opt Out Provision: Should CSUF or UCI wish to terminate their participation in this M.O.U. they may do so by completing the annual student awarding cycle and transmitting the portion of the original \$1 million received from the SAC that remains minus any administrative fees that may have encroached on the core \$1 million dollar fund (the fees may vary from 0%-5% annually across institutions). The returned funds will then be redistributed to the remaining active participants named in the Award for Innovation Funding Plan approved by the California Department of Finance in 2015.

Institutional Certification and Approvals

Dr. Rick Miller, Superintendent Santa Ana Unified School District 1601 East Chestnut Avenue Santa Ana, CA 92701	Date
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Dr. Erlinda Martinez, President Santa Ana College 1530 W. 17 th Street Santa Ana, CA 92706	Date
--	------

Dr. Mildred García, President California State University, Fullerton 2600 Nutwood Avenue, Ste. CP 1000 Fullerton, CA 92831	Date
---	------

Dr. Howard Gillman, Chancellor University of California, Irvine Irvine, CA 92697 (or designee)	Date
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AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Student Teacher, Intern, and/or Fieldwork Agreement with University of Redlands**

ITEM: **Consent**

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

PREPARED BY: **Alicia Skibby, Program Specialist, Human Resources**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the student teacher, intern, and/or fieldwork agreement with the University of Redlands. The programs will provide additional guidance for pre-service teachers, counselors, school site administrators and/or school psychologists to obtain credentials and/or licenses with support through coursework and observations. The program will increase the percentage of credentialed teachers, counselors, and/or school psychologists.

RATIONALE:

The student teacher, intern, and fieldwork placements are a required component of a preliminary credential or licensure program. Student teachers and interns will have a master teacher, mentor and a university supervisor providing guidance and feedback on their performance and teaching practice in order to meet program requirements. Counselors, school site administrators and school psychologists also receive support and guidance from District staff as well as university program supervisors. The program would assist in increasing the percentage of qualified instructors, counselors, school administrators and/or school psychologists that meet the standards of the Commission on Teacher Credentialing and/or licensing board.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve of the student teacher, intern, and/or fieldwork agreement with the University of Redlands.


MAM:nr:ea

**EDUCATIONAL FIELDWORK AGREEMENT
2015-2017**

This agreement is entered into by and between **SANTA ANA UNIFIED SCHOOL DISTRICT** hereinafter called the "District"), and the **UNIVERSITY OF REDLANDS** (hereinafter called the "University"). This term of agreement shall be from **1 Sept 2015 to 30 June 2017**.

A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communicative Disorders curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University.
5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.
6. Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks.

"Clinic Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide

University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

“Student Interns” means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

“Teaching Interns” means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

“Student Observers” means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Education Administration Fieldwork/Interns” means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

“Counseling Fieldwork Candidates” means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: Educ. 601 Interpersonal Relationships, Educ. 602 Pluralism in Education and Educ.657A Practicum Fieldwork in Counseling. Candidates have enrolled in or completed the following courses: Educ. 653 Techniques of Counseling & Consultation, and Educ. 680 Human Development Across the Life Span. Candidates will be under the supervision of a regularly paid pupil personnel service credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 40 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be in at least 2 of 3 levels with 200 hours in each setting (i.e. elementary, middle school or high school). The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

“Communicative Disorders Fieldwork/Interns” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 10 to 13 weeks).

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
9. The University is obligated to maintain neutrality in the District’s labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
 - A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and program coordinator have assessed the situation.
 - B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District’s school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
 - C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. The University shall tender to the District an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee, at rates specified herein.

4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$100.00 honorarium to be paid at the end of the assignment. The District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communicative Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify **SANTA ANA UNIFIED SCHOOL DISTRICT** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **THE UNIVERSITY OF REDLANDS**, its officers, employees, or student teachers incurred in the performance of this Agreement.

SANTA ANA UNIFIED SCHOOL DISTRICT shall hold harmless, defend and indemnify **THE UNIVERSITY OF REDLANDS** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **SANTA ANA UNIFIED SCHOOL DISTRICT**, its officers, employees, or agents incurred in the performance of this Agreement.

F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

G. INSURANCE

The University 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 the University and the District against liability or claims of liability, which may arise out of the Agreement. In addition, the University 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 the District shall be excess and noncontributory." No later than the actual start date, the University shall provide the 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. The University agrees to name the District and its officers, agents and employees as additional insureds under said policy.

H. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **SANTA ANA UNIFIED SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day **1 September 2015**.

SANTA ANA UNIFIED SCHOOL DISTRICT

By _____

Mark McKinney, Associate Superintendent
Human Resources

UNIVERSITY OF REDLANDS

By *Kathy Ogren* *9/20/15*

Kathy Ogren, Provost

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Personnel Calendar Including the Transition of Specific Staff Members with such Topics as: Hiring, Promotions, Transfers, Resignations, Retirements, and Leaves**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

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

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

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


MAM:nr

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
RETIREMENTS					
Sclafani, Anthony	Psychologist	Psychological Services	July 31, 2015		Retirement - 16 years
RESIGNATIONS					
Harlan, Dylan	Teacher	Saddleback	July 30, 2015		Accepted another position - 4 years
Lat, Kristy	Teacher	Godinez	June 15, 2015		Personal - 15 years
Mc Cord, Lamonte	Teacher	Saddleback	June 19, 2015		Personal - 21 years
Nichols, Sarah	Teacher	McFadden	July 31, 2015		Accepted another position - 7 years
Partida Nguyen, Jessica	Speech and Language Pathologist	Speech Department	July 9, 2015		Accepted another position - 4 years
Tapia, Vanessa	Counselor	Carr	July 14, 2015		Accepted another position, personal, other - 6 months
Vidaurre, Keilah	Nurse	Pupil Support Services	June 19, 2015		Accepted another position - 5 years
NEW HIRES/RE-HIRES 2015-16					
Arroyo, Hazelle	Teacher	Monte Vista	August 27, 2015		New Hire - Temporary 44920

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Barboza, Marlene	Teacher	Valley	August 27, 2015		Rehire - Intern
Contreras, Juan C.	Teacher	Saddleback	August 27, 2015		New Hire - Probationary I
Cox, Kathryn	Teacher	Carr	August 27, 2015		New Hire - Temporary 44909
Diaz, Javier	Teacher	McFadden	August 27, 2015		New Hire - Probationary I
Diaz, Veronica	Teacher	Saddleback	August 27, 2015		New Hire - Probationary I
Dodge, Scott	Teacher	McFadden	August 27, 2015		Rehire - Intern
Dominguez, Nieves	Teacher	Thorpe	August 27, 2015		Rehire - Probationary II
Dunsterville, Heather	Teacher	Valley	August 27, 2015		New Hire - Probationary I
Flater, Michael	NJROTC	Santa Ana	August 27, 2015		Rehire - NJROTC 44912
Gallardo, Eddie	Teacher	Mendez	August 27, 2015		New Hire - Probationary I
Galvan, Sylvia	Teacher	Advance Learning Academy	August 27, 2015		Rehire - Probationary I
Gardea, Jesenia	Teacher	Heninger	August 27, 2015		Rehire - Probationary II
George, Megan	Teacher	Greenville	August 27, 2015		New Hire - Temporary 44920

Personnel Calendar
Board Meeting - August 25, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Gomez, Graciela	Teacher	King	August 27, 2015		Rehire - Probationary I
Guillen, Andres	Counselor	Esqueda	August 17, 2015		New Hire - Probationary I
Jackson, Ryan	Teacher	Segerstrom	August 27, 2015		Rehire - Probationary II
Knight, Sean	Band Director	Saddleback	To be determined		New Hire - Probationary I
Kotova, Maria	Speech and Language Pathologist	Speech Department	August 27, 2015		New Hire - Probationary I
Lecuna, Debra	Teacher	Edison	August 27, 2015		Rehire - Probationary II
McCarthy, Brianna	Teacher	Santiago	August 27, 2015		New Hire - Intern
McClelland, Caitlin	Psychologist	Psychological Services	August 25, 2015		New Hire - Temporary 44920
McCord, Kirby	Speech and Language Pathologist	Speech Department	August 27, 2015		New Hire - Probationary I
Mendoza, Melissa	Teacher	Muir	August 27, 2015		New Hire - Probationary I
Metz, Jennifer	Speech and Language Pathologist	Speech Department	August 27, 2015		Rehire - Emergency 44911 (50% contract)

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Metz, Zachary	Teacher	Thorpe	August 27, 2015		New Hire - Probationary I
Morelos, Maya	Teacher	Advance Learning Academy	August 27, 2015		Rehire - Probationary II
Nelson, Ashley	Teacher	Spurgeon	August 27, 2015		Rehire - Intern
Newton, Neil	Teacher	Godinez	August 27, 2015		New Hire - Probationary I
Parra-Nevarez, Alejandro	Teacher	Valley	August 27, 2015		New Hire - Probationary I
Parsons, Eric	Teacher	Spurgeon	August 27, 2015		Rehire - Intern
Rodriguez Olanda, Arianna	Teacher	Advance Learning Academy	August 27, 2015		Rehire - Probationary II
Sandoval, Damaris	Teacher	Mitchell	August 27, 2015		New Hire - Probationary I
Schaefer, Brooke	Teacher	Esqueda	August 27, 2015		New Hire - Probationary I
Siratt, Julie	Teacher	Valley	August 27, 2015		New Hire - Probationary I
Turner, Emily	Teacher	Esqueda	August 27, 2015		New Hire - Probationary I
Vazquez, Roberto	Teacher	Spurgeon	August 27, 2015		New Hire - Probationary I
Vidrios, Mayra	Counselor	Carr	August 5, 2015		New Hire - Temporary 44909

Personnel Calendar
Board Meeting - August 25, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
NEW HIRES/RE-HIRES 2015-16 (Continued)					
Wasan, Logielyn	Teacher	Heninger	August 27, 2015		New Hire - Probationary I
Watson, Lindsay	Teacher	Edison	August 27, 2015		New Hire - Intern
PROMOTION					
Garcia, Kimberly A.	Program Specialist	Advanced Learning Academy	July 1, 2015		From Curriculum Specialist to Program Specialist
Mercado, Miranda	Curriculum Specialist	Educational Services	August 19, 2015		From Teacher to Curriculum Specialist
LEAVE (21 duty days or more) - Without Pay and Without Benefits					
Espinoza, Carolina	Teacher	Walker	August 27, 2015	June 17, 2016	Child Care
Morgan, Jeanette	Psychologist	Psychological Services	August 25, 2015	June 17, 2016	Professional Growth
CORRECTION CHANGE IN LENGTH OF SERVICE					
Blash, Megan	Teacher	Godinez	August 27, 2015		From 60% to 80% Contract

Personnel Calendar
Board Meeting - August 25, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
CHANGE IN LENGTH OF SERVICE					
Hishiki, Ella	Speech and Language Pathologist	Speech Department	August 27, 2015		From 100% to 50% Contract
Metz, Jennifer	Speech and Language Pathologist	Speech Department	August 27, 2015		From 100% to 50% Contract
SUMMER SCHOOL COUNSELOR					
Oxx, Gerry		Godinez			Summer School Rate
SUMMER SCHOOL TEACHER					
Garcia, Raul		Segerstrom			
SUMMER SCHOOL TEACHER OF RECORD					
Bolanos, Dorian					
SUMMER SCHOOL NURSES					
Higbie, Kerstin					
Robinson, Maria					
Stefun, Maria					

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2015-2016					
Batiste, Cheryl	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Berber-Prado, Angelica	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Birnie, Spencer	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Borgese, Joseph	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Childress, Allen	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Cifuentes, Adolfo	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Esqueda, Edith	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Heneghan, Daniel	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Kapamajian, Jazmin	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Lemus, Martha	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Levitin, Ganna	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Lopez, Luis	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2015-2016 (Continued)					
Meade, Donna	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Mendoza, Eskayla	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Mohr, Lawrence	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Morales, Charleen	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Morris, Elisa	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Nelson, Kurt	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Nessel, Gina	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Olsen, Terri	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Oslanker, Rebecca	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Osorio, Patricia	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Park, Chu	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Pedroza, Maria	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2015-2016 (Continued)					
Ramos, Rafael	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Reyes, Robert	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Reynoso, Jesse	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sanchez Jimenez, Mayra	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sandoval, Paula	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Shelby, Cathy	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Shimasaki, Darren	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sleiman, Angela	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Smith, Blake	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sonne-Diddi, Jaimeson	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Thomas, Maryanne	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Vazquez, Hugo	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
HOME TEACHERS 2015-2016 (Continued)					
Wiebe, Christine	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Zamudio, Alma	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Zanca, Rita	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Zarate, Rosa	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
SUBSTITUTE HOME TEACHERS 2015-16					
Aguirre, Maria	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Barron, Diane	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Delgado, Alejandro	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Floriano, Raquel	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Herrera, Keith	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Martin, Roszema	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Mctigue, Marilena	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
SUBSTITUTE HOME TEACHERS 2015-16 (Continued)					
Ramirez, Brandi	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Rivett, Victoria	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Rustad, Pilar	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sachdeva, Sneha	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sanchez, Rudy	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Sandoval, Maria	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Seager, Susan	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Towner, Michele	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
Yardumian, Erika	Home Teacher	Pupil Support Services	September 1, 2015	June 16, 2016	If and as needed basis
ROP HOURLY TEACHERS 2015-16					
Acuna, Jennifer			August 27, 2015	June 17, 2016	
Aguilar, Monica			August 27, 2015	June 17, 2016	
Alvarado, Joaquin			August 27, 2015	June 17, 2016	
Beaman, Francene			August 27, 2015	June 17, 2016	

Personnel Calendar
Board Meeting - August 25, 2015

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP HOURLY TEACHERS 2015-16 (Continued)					
Bermudez, Juan			August 27, 2015	June 17, 2016	
Borzilleri, Gail			August 27, 2015	June 17, 2016	
Bush, Mark			August 27, 2015	June 17, 2016	
Cowans, Katheryn			August 27, 2015	June 17, 2016	
Curiel, Danny			August 27, 2015	June 17, 2016	
Dervis, Nancy			August 27, 2015	June 17, 2016	
Duran, Santa			August 27, 2015	June 17, 2016	
Erikson, Tom			August 27, 2015	June 17, 2016	
Fe, Helen			August 27, 2015	June 17, 2016	
Field, Patricia			August 27, 2015	June 17, 2016	
Gamnig, Michael			August 27, 2015	June 17, 2016	
Garcia, Jose			August 27, 2015	June 17, 2016	
Garcia, Saul			August 27, 2015	June 17, 2016	
Garza, Cesar			August 27, 2015	June 17, 2016	
Gersten, Alan			August 27, 2015	June 17, 2016	
Glabb, Scott			August 27, 2015	June 17, 2016	
Gordon, Roger			August 27, 2015	June 17, 2016	
Henriquez, Noe			August 27, 2015	June 17, 2016	
Himmelberger, Jo Ann			August 27, 2015	June 17, 2016	
Holland, Cynthia			August 27, 2015	June 17, 2016	
Hollis, Rich			August 27, 2015	June 17, 2016	
Joyce, Maureen			August 27, 2015	June 17, 2016	
Kahapea, Karin			August 27, 2015	June 17, 2016	
Lee, Christopher			August 27, 2015	June 17, 2016	
Long, Lana			August 27, 2015	June 17, 2016	

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP HOURLY TEACHERS 2015-16 (Continued)					
Lynch, Kenneth			August 27, 2015	June 17, 2016	
Maharaj, Chester			August 27, 2015	June 17, 2016	
Maharaj, Lynette			August 27, 2015	June 17, 2016	
Manrique, Ricardo			August 27, 2015	June 17, 2016	
Mireles, Jose			August 27, 2015	June 17, 2016	
Mitchell, Herman			August 27, 2015	June 17, 2016	
Navarro, Yanira			August 27, 2015	June 17, 2016	
Nusbickel, Thomas			August 27, 2015	June 17, 2016	
Oveson, James			August 27, 2015	June 17, 2016	
Pastrana, Diana			August 27, 2015	June 17, 2016	
Peronto, David			August 27, 2015	June 17, 2016	
Polhamus, Jason			August 27, 2015	June 17, 2016	
Ramirez, Steven			August 27, 2015	June 17, 2016	
Rich, Christine			August 27, 2015	June 17, 2016	
Robinson, Margaret			August 27, 2015	June 17, 2016	
Rodebaugh, Gary			August 27, 2015	June 17, 2016	
Russo, Joseph			August 27, 2015	June 17, 2016	
Santiago, Joanna			August 27, 2015	June 17, 2016	
Savchenko, Valentina			August 27, 2015	June 17, 2016	
Schwinge, Terrence			August 27, 2015	June 17, 2016	
Segalla, Margaret			August 27, 2015	June 17, 2016	
Tapia, Anita			August 27, 2015	June 17, 2016	
Tappa, Shane			August 27, 2015	June 17, 2016	
Verino, Sergio			August 27, 2015	June 17, 2016	
Vu, Bob			August 27, 2015	June 17, 2016	

**Personnel Calendar
Board Meeting - August 25, 2015**

CERTIFICATED PERSONNEL CALENDAR

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP HOURLY TEACHERS 2015-16 (Continued)					
Vu, Minh			August 27, 2015	June 17, 2016	
Woods, Adam			August 27, 2015	June 17, 2016	
ROP SUBSTITUTE TEACHERS 2015-16					
Acuna, Jennifer			August 27, 2015	June 17, 2016	
Aguilar, Monica			August 27, 2015	June 17, 2016	
Beaman, Francene			August 27, 2015	June 17, 2016	
Borzilleri, Gail			August 27, 2015	June 17, 2016	
Curriel, Danny			August 27, 2015	June 17, 2016	
Dervis, Nancy			August 27, 2015	June 17, 2016	
Duran, Santa			August 27, 2015	June 17, 2016	
Erikson, Tom			August 27, 2015	June 17, 2016	
Fe, Helen			August 27, 2015	June 17, 2016	
Field, Patricia			August 27, 2015	June 17, 2016	
Gammig, Michael			August 27, 2015	June 17, 2016	
Garcia, Jose			August 27, 2015	June 17, 2016	
Garcia, Saul			August 27, 2015	June 17, 2016	
Garza, Cesar			August 27, 2015	June 17, 2016	
Gordon, Roger			August 27, 2015	June 17, 2016	
Henriquez, Noe			August 27, 2015	June 17, 2016	
Holland, Cynthia			August 27, 2015	June 17, 2016	
Joyce, Maureen			August 27, 2015	June 17, 2016	
Kahapea, Karin			August 27, 2015	June 17, 2016	
Long, Lana			August 27, 2015	June 17, 2016	

Personnel Calendar

CERTIFICATED PERSONNEL CALENDAR

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	COMMENTS
ROP SUBSTITUTE TEACHERS 2015-16 (Continued)					
Lynch, Kenneth			August 27, 2015	June 17, 2016	
Maharaj, Chester			August 27, 2015	June 17, 2016	
Maharaj, Lynette			August 27, 2015	June 17, 2016	
Manrique, Ricardo			August 27, 2015	June 17, 2016	
Mireles, Jose			August 27, 2015	June 17, 2016	
Mitchell, Herman			August 27, 2015	June 17, 2016	
Navarro, Yanira			August 27, 2015	June 17, 2016	
Nusbickel, Thomas			August 27, 2015	June 17, 2016	
Pastrana, Diana			August 27, 2015	June 17, 2016	
Peronto, David			August 27, 2015	June 17, 2016	
Polhamus, Jason			August 27, 2015	June 17, 2016	
Ramirez, Steven			August 27, 2015	June 17, 2016	
Russo, Joseph			August 27, 2015	June 17, 2016	
Santiago, Joanna			August 27, 2015	June 17, 2016	
Savchenko, Valentina			August 27, 2015	June 17, 2016	
Schwinge, Terrence			August 27, 2015	June 17, 2016	
Tapia, Anita			August 27, 2015	June 17, 2016	
Verino, Sergio			August 27, 2015	June 17, 2016	
Vu, Bob			August 27, 2015	June 17, 2016	
Vu, Minh			August 27, 2015	June 17, 2016	
HOME TEACHERS 2013-14 (Ratification)					
Sachdeva, Sneh	Home Teacher	Pupil Support Services	2013-14		9 Days

**AGENDA ITEM REQUESTS
CERTIFICATED
2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Before and After School Tutoring	Villa Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$20,000	September 12, 2015
Curriculum/Instruction Planning and Collaboration	Romero Cruz Elementary	Unrestricted Discretionary Accounts 30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$5,000	August 26, 2015
Engage 360 - CE Meeting	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$12,375	August 27, 2015
Engage 360 - CE Training	After School Programs	30-R2002-653 Before and After School Learning & Safe Neighborhood Partnerships	\$7,875	August 26, 2015
Expository Reading and Writing Curriculum (ERWC) Intermediate School Planning	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$1,656	August 26, 2015
Expository Reading and Writing Curriculum (ERWC) Intermediate School Training	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$2,600	August 26, 2015
Extension of Contract (Ratification)	English Learner Programs and Student Achievement	LCFF-Supplemental/Concentration	\$5,600	July 01, 2015

**Board Meeting
August 25, 2015**

**AGENDA ITEM REQUESTS
CERTIFICATED
2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Extra Period - Extra Duty	Godinez High School	Fund 01 General Fund	\$180,000	September 01, 2015
FACT Partnership Learning Coaches for BTSA Induction	K-12 Curriculum Instruction/Staff Development	Title II-Part A Improving Teacher Quality	\$20,000	August 26, 2015
Filmmaking and 21st Century Skills	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$3,000	August 26, 2015
Freshman Mentoring Program	Santa Ana High School	Unrestricted Discretionary Accounts	\$1,500	August 26, 2015
ISP ART Extra Period	Community Day High School	Fund 01 General Fund	\$14,100	September 01, 2015
ISP Extra Spanish Period	Community Day High School	Fund 01 General Fund	\$13,475	September 01, 2015
ISP PE Extra Period	Community Day High School	Fund 01 General Fund	\$19,060	September 01, 2015
ISP Program Planning	Community Day High School	Unrestricted Discretionary Accounts	\$3,000	September 01, 2015
Journalism Camp (Ratification)	Middle College High School	Unrestricted Discretionary Accounts	\$480	August 03, 2015
Math Curriculum Maps 9-12	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$10,000	August 26, 2015

**Board Meeting
August 25, 2015**

**AGENDA ITEM REQUESTS
CERTIFICATED
2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Math Professional Development 9-12	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$50,000	August 26, 2015
McFadden PE Extra Period	McFadden Intermediate	Fund 01 General Fund	\$25,500	September 01, 2015
McFadden Zero Period Class	McFadden Intermediate	Fund 01 General Fund	\$37,000	September 01, 2015
OC Leadership Conference (Ratification)	Middle College High	Unrestricted Discretionary Accounts	\$960	August 11, 2015
Online Course Curriculum Writing and Course Development	Deputy Superintendent's Office	Title II-Part A Improving Teacher Quality	\$150,000	August 26, 2015
Program Planning	Villa Fundamental School	IASA:Title I Basic Grants Low-Income and Neglected, Part A	\$8,000	September 02, 2015
Peer Assistance Review (PAR)	K-12 Curriculum Instruction/Staff Development	Title II-Part A Improving Teacher Quality	\$25,000	August 26, 2015
Professional Development	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$3,600	August 26, 2015
Professional Development Instructor	McFadden Intermediate	Unrestricted Discretionary Accounts	\$2,500	August 26, 2015

**Board Meeting
August 25, 2015**

**AGENDA ITEM REQUESTS
CERTIFICATED
2015-16**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Program Planning	Lorin Grisnet Academy	Unrestricted Discretionary Accounts	\$16,000	August 26, 2015
Program Planning	Martin Elementary	Unrestricted Discretionary Accounts	\$4,800	August 26, 2015
Restorative Community Circles	Community Day High School	LCFF-Supplemental/ Concentration	\$3,000	September 01, 2015
Saturday School Program	Villa Fundamental School	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$7,694	September 12, 2015
SST Facilitation	Martin Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$3,000	August 26, 2015
Specialized Secondary Programs (SSP Grant) (Ratification)	ROP	Unrestricted - Regional Occupational Centers/Program (ROC/P 6350)	\$7,000	July 01, 2015
Study Support Class	McFadden Intermediate	Unrestricted Discretionary Accounts	\$2,500	September 01, 2015

**Board Meeting
August 25, 2015**

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RETIREMENTS						
Dorko, Maria	Fd. Svc. Spvr. Elem.	Roosevelt	May 26, 2015			24 years, 6 months
Santos, Clarisa	Attendance Fld. Wkr.	PSS	August 18, 2015			35 years
Symonds, Derrrien	Accompanist	Visual & Performing Arts	June 18, 2015			12 years, 6 months
RESIGNATIONS						
Armenta, Maria	After School IP	Monte Vista	July 29, 2015			Personal - 6 months
Caceres, Maria	Instr. Asst. Computer	Wilson	August 31, 2015			Personal - 3 years, 11 months
Contreras, Juan	Instr. Asst. Sev. Dis.	Sierra	July 28, 2015			To teach for SAUSD - Saddleback
Drayton, Quincey	Activity Supervisor	Seegerstrom	February 28, 2015			Personal - 8 years, 7 months
Dy, Lauren	After School IP	Santiago	July 29, 2015			Personal - 7 months
Gonzalez, Mayra	Construction Admin. Tech.	Facilities Dept.	July 17, 2015			Personal - 9 years, 2 months
Hernandez, Liliana	After School IP	Diamond	July 31, 2015			Personal - 6 months

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
RESIGNATIONS (Continued)						
Lizarraga-Ochoa, Ricardo	Instructional Provider	Godinez	July 28, 2015			28 days
Mada, Geetha	Autism Paraprofessional	Special Ed.	June 19, 2015			To teach for SAUSD - Jefferson
Pizano, Jennifer	Licensed Vocational Nurse	PSS	June 18, 2015			Personal - 2 years, 6 months
Ponce, Mary	SSP Sp. Ed.	Fremont	June 18, 2015			SAUSD School Psychologist
Ramirez, Verenice	After School IP	Monte Vista	June 17, 2015			Personal - 6 months
Reyes Tenopala, Luis	Site Clerk	Martin	August 31, 2015			To teach for SAUSD - Esqueda
Riddle, Jamee	After School IP	MacArthur	June 17, 2015			Personal - 5 months
Salter, Angela	SSP Sp. Ed.	Mendez	June 18, 2015			Personal - 9 months
Sandoval, Damaris	Lead Preschool Teacher	ECE	June 19, 2015			To teach for SAUSD - Mitchell

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
ABSENCES (3 to 20 duty days) Without Pay						
Betts, Rosanne	Instr. Asst. Sev. Dis.	Mitchell	September 1, 2015	September 29, 2015		Personal
De La Torre, Maria	Attendance Tech.	Saddleback	August 24, 2015	September 9, 2015		Personal
NEW HIRES						
	Licensed Vocational Nurse	PSS	September 1, 2015		24/1	Probationary
	Autism Paraprofessional	Washington	September 1, 2015		24/1	Probationary
	Teachers Aide	Child Development	August 29, 2015		10/1	Probationary
	Autism Paraprofessional	Special Ed.	September 1, 2015		24/1	Probationary
	Site Clerk	Century	September 8, 2015		24/1	Probationary
Fitzpatrick, Jeff	Instr. Asst. Computer	Esqueda	September 1, 2015		26/1	Probationary
Gonzalez Fonseca, Paloma	After School IP	After School Programs	September 1, 2015		16/1	Probationary
Henriquez, Alberth	Fd. Svc. Wkr.	Valley	September 1, 2015		11/1	Probationary
Jaimes, Patricia	Activity Supervisor	Martin	September 1, 2015		10/1	
Lachino, Cristina	Fd. Svc. Wkr.	Century	September 1, 2015		11/1	Probationary
Lara, Karla	After School IP	Pio Pico	September 1, 2015		16/1	Probationary
		After School Programs				
Leyva, Cynthia	After School IP	Programs	September 1, 2015		16/1	Probationary
Lomeli Hajar, Rosa	Custodian	Bldg. Svcs.	August 26, 2015		23/1 + Diff.	Probationary

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
NEW HIRES (Continued)						
Lopez, Priscilla	Site Clerk	Century	October 1, 2015		24/1	Probationary
Lopez de Mercado, Maria	Activity Supervisor Autism	Edison	September 1, 2015		10/1	
Luases, Amanda	Paraprofessional	Special Ed.	September 1, 2015		24/1	Probationary
Magaña, Natalie	Site Coordinator	After School Programs	September 1, 2015		\$25 hourly rate	Probationary
Martinez, Hector	Custodian	Bldg. Svcs.	August 26, 2015		23/1 + Diff.	Probationary
Murguia Ramos, Janet	Fd. Svc. Wkr.	Century	September 1, 2015		11/1	Probationary
Ramirez, Sylvia	Family Outreach Liaison	PSS	August 26, 2015		36/1	Probationary
Sellers, Destinee	After School IP	After School Programs	September 1, 2015		16/1	Probationary
Trejo, Griselda	After School IP	After School Programs	September 1, 2015		16/1	Probationary
Vazquez, Alysia	Paraprofessional	Special Ed.	September 1, 2015		24/1	Probationary
Yang, Nansy	Teacher Aide	After School Programs	August 26, 2015		10/1	Probationary
PROMOTIONAL APPOINTMENTS						
Alcaraz, Alyssa	Site Coordinator	After School Programs	September 1, 2015		\$25 hourly rate	From Instructional Provider

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS (Continued)						
Avalos, Gloria	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	September 1, 2015		From 11/2 to 15/1	From Food Service Worker
Colin, Anna	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	September 1, 2015		From 11/3 to 15/2	From Food Service Worker
Cregut-Gonzalez, Shancee	Fd. Svc. Spvr. H.S	Lorin Griset	September 1, 2015		From 13/6 to 31/1	From Sr. Food Service Worker
Garcia, Jesus	Plant Cust. Inter.	McFadden	July 29, 2015		From 25/6 + Diff. to 32/4	From Inter. Ld. Custodian
Gonzalez, Maria	Sr. Fd. Svc. Wkr.	Santa Ana	September 1, 2015		From 11/6 to 13/6	From Food Service Worker
Han, David	After School IP	After School Programs	September 1, 2015		\$25 hourly rate	From Instructional Provider
Huizar, Renato	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	September 1, 2015		From 13/6 to 15/6	From Sr. Food Service Worker
Jimenez, Anabel	Fd. Svc. Spvr. Int.	Nutrition Svcs.	September 1, 2015		From 15/4 to 27/1	From Food Service Supervisor Int.

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
PROMOTIONAL APPOINTMENTS (Continued)						
Jimenez, Anabel	Fd. Svc. Spvr. Int.	Nutrition Svcs.	September 1, 2015		From 15/4 to 27/1	From Food Service Supervisor Int.
Luna Alvarez, Evelin	Autism Paraprofessional	Special Ed.	September 1, 2015		From 20/2 to 24/1	From Instr. Asst. Sev. Dis.
Valdez, Annabel	Community & Family Outreach Liaison	PSS	August 26, 2015		From 20/3 to 36/1	From Community Worker
REAPPOINTMENT (Return from Leave)						
Athreya, Mallika	Instr. Asst. Computer	Diamond	September 1, 2015		26/4	
REASSIGNMENTS (Change of work site)						
Aguilar, Felipa	Fd. Svc. Wkr.	Nutrition Svcs.	September 1, 2015		11/6	From McFadden
Aguilar, Yessenia	Autism Paraprofessional	Roosevelt	September 1, 2015		24/6 + Bil.	From Madison
Aleman, Abigail	After School IP	Hoover	September 1, 2015		16/1	From Wilson
Antolin, Elizabeth	Fd. Svc. Wkr.	Nutrition Svcs.	September 1, 2015		11/6	From Garfield
Becerra Galvan, Evangelina	Fd. Svc. Wkr.	Fremont	September 1, 2015		11/5	From Spurgeon

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Change of work site) (Continued)						
Bonette, Stephanie	Autism Paraprofessional	Century	September 1, 2015		24/6	From Spurgeon
Cisneros, Cristina	Fd. Svc. Wkr.	Heninger	September 2, 2015		11/6	From Century
Cisneros, Cynthia	Site Coordinator	Lowell	September 1, 2015		\$25 hourly rate	From Heninger
Delgado, Olga	Sr. Fd. Svc. Wkr.	MacArthur	September 1, 2015		13/6	From Villa
Diaz Cornejo, Rosario	Fd. Svc. Wkr.	Lathrop	September 1, 2015		11/5	From Century
Esparza, Sergio	Autism Paraprofessional	Martin	September 1, 2015		24/6	From Spurgeon
Felix, Rocio	Autism Paraprofessional	Martin	September 1, 2015		24/6	From Itinerant (Rover)
Fierro, Irene	Fd. Svc. Spvr. Elem.	Nutrition Svcs.	September 1, 2015		15/6	From Romero Cruz
Flores, Beatriz	Fd. Svc. Wkr.	McFadden	September 1, 2015		11/6	From Valley
Garcia, Jocelyn	After School IP	MacArthur	September 1, 2015		16/1	From Willard
Guthrie, Brett	Instr. Asst. Sev. Dis.	Carr	September 1, 2015		20/6	From Santiago
Gutierrez, Robert	After School IP	Taft	September 1, 2015		16/1	From Willard
Herman, Sylvia	Attendance Tech.	Villa	August 10, 2015		24/6 + Bil.	From Century
Huizar, Renato	Sr. Fd. Svc. Wkr.	Villa	September 1, 2015		13/6	From MacArthur
Lanphear, Julie	Autism Paraprofessional	Pio Pico	September 1, 2015		24/3	From Itinerant (Rover)
Merino, Mayra	Site Coordinator	Fremont	September 1, 2015		\$25 hourly rate	From Madison

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Change of work site) (Continued)						
Lubetkin, Kate	Autism Paraprofessional	Pio Pico	September 1, 2015		24/6	From Spurgeon
Martinez, Lobelia	Fd. Svc. Wkr.	Valley	September 1, 2015		11/2	From Madison
Merino, Mayra	Site Coordinator	Fremont	September 1, 2015		\$25 hourly rate	From Madison
Najera, Gladys	Fd. Svc. Wkr.	Madison	September 1, 2015		11/6	From Nutrition Services
Najera, Marisela	Sch. Office Asst.	Century	August 26, 2015		24/6 + Bil.	From Santa Ana/Site Clerk
Onchi, Ana	Autism Paraprofessional	Heroes	September 1, 2015		24/6	From Jefferson
Oseguera, Cynthia	Site Coordinator	Lowell	September 1, 2015		\$25 hourly rate	From Heninger
Paredones, Monica	Personnel Technician	Human Resources	July 30, 2015		32/6 + Bil.	From Nutrition Services
Para, Martha	Autism Paraprofessional	Heroes	September 1, 2015		24/6	From Monte Vista
Rabadan, Silvia	Instr. Asst. Sev. Dis.	Muir	September 1, 2015		20/6 + Bil.	From Mendez
Raygoza, Ruth	Fd. Svc. Spvr. Elem.	Roosevelt	September 1, 2015		15/2	From Nutrition Services
Reyes, Maria	Fd. Svc. Wkr.	Spurgeon	September 1, 2015		11/3	From Fremont
Ruiz, Julieta	Autism Paraprofessional	Adult Transition	September 1, 2015		24/6 + Bil.	From Washington
Saldana, Carmen	Fd. Svc. Spvr. Elem.	Heninger	September 1, 2015		15/3	From Nutrition Services

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
REASSIGNMENTS (Change of work site) (Continued)						
Sanchez, Cesar	Fd. Svc. Spvr. Int.	Willard	September 1, 2015		27/1	From Carr
Sanchez, Maria Elena	Fd. Svc. Wkr.	Sierra	September 1, 2015		11/6	From Lathrop
Serrato, Alma	Site Coordinator	Madison	September 1, 2015		\$25 hourly rate	From Lowell
Vega, Daniel	SSP Sp. Ed.	McFadden	September 1, 2015		19/1	From Special Education
ADJUSTMENT OF WORKING ASSIGNMENTS						
Arciniega, Rosa	Fd. Svc. Wkr.	Nutrition Svcs.	September 1, 2015		11/2	From 3.5 hours to 6.5 hours
Enciso, Rosa	Sr. Fd. Svc. Wkr.	Godinez	September 1, 2015		13/6	From 6.5 hours to 7.5 hours
Ramirez, Aurora	Fd. Svc. Wkr.	Santa Ana	September 1, 2015		11/3	From 3.75 hours to 6.5 hours
TEMPORARY ASSIGNMENTS - Out of class Compensation						
Barrett, Shawn	Plant Custodian	H.S. Bldg. Svcs.	July 17, 2015	July 28, 2015	35/1	
Bolaños Nieto, Alberto	Constr. Admin. Tech.	Facilities Dept.	July 20, 2015	September 30, 2015	40/3	
Contreras, Carlos	Int. Lead Custodian	Bldg. Svcs.	July 30, 2015	August 19, 2015	25/6 + Diff.	
Jimenez, Paulino	Int. Lead Custodian	Bldg. Svcs.	July 7, 2015	July 28, 2015	25/6 + Diff.	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
TEMPORARY ASSIGNMENTS - Out of class Compensation (Continued)						
Kling, Anne	Training Spec. Instr. Tech.	ITC	July 15, 2015	July 31, 2015	38/2	
Martinez, Freddie	Int. Lead Custodian	Bldg. Svcs.	July 29, 2015	August 19, 2015	25/5 + Diff.	
Miranda, Matias	Rv. Ld. Custodian	Bldg. Svcs.	July 29, 2015	August 19, 2015	28/4 + Diff.	
Perez, Juan	Plant Custodian H.S.	Bldg. Svcs.	July 1, 2015	August 31, 2015	35/2	
Quiroz, Karina	SELPA Secretary	Special Ed.	August 3, 2015	August 31, 2015	32/4 + Bil.	
EXTRA DUTY						
Betts, Deborah	Sr. Admin. Clk.	Transition Center	August 1, 2015	June 30, 2016		10 days or 80 hours maximum
Cervantes, Jesus	Job Coach Sp. Ed.	Transition Center	August 1, 2015	June 30, 2016		10 days or 39 hours maximum
Garza, Irene	Job Coach Sp. Ed.	Transition Center	August 1, 2015	June 30, 2016		10 days or 39 hours maximum
Wells, Diana	Job Training Asst. Special Ed.	Transition Center	August 1, 2015	June 30, 2016		10 days or 39 hours maximum
HOURLY APPOINTMENTS						
Acosta, Estefania	AVID Instr. Provider	Villa	August 5, 2015		16/1	

CLASSIFIED PERSONNEL CALENDAR

**Personnel Calendar
Board Meeting - August 25, 2015**

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS (Continued)						
Armenta, Israel	Site Coordinator	After School Program	July 1, 2015		\$25 hourly rate	
Avila, Teresa	AVID Instr. Provider	Century	July 28, 2015		16/1	
Avila Vanessa	After School IP	After School Program	July 1, 2015		16/1	
Avila Avalos, Judith	AVID Instr. Provider	Century	July 28, 2015		16/1	
Bustos, Yeraldet	After School IP	After School Program	July 1, 2015		16/1	
Chavez, Maria	After School IP	After School Program	July 1, 2015		16/1	
Colon, Diane	After School IP	After School Program	July 1, 2015		16/1	
Escobar Hernandez, Alejandro	After School IP	After School Program	July 1, 2015		16/1	
Esquivel, Luis	Instr. Provider	Valley	July 28, 2015		16/1	
Galvez Zaragoza, Diana	After School IP	After School Program	July 1, 2015		16/1	
Garcia, Melissa	After School IP	After School Program	July 1, 2015		16/1	
Gonzalez, Pilar	AVID Instr. Provider	Mendez	September 1, 2015		16/1	
Herrera, Stephanie	After School IP	After School Program	July 1, 2015		16/1	
Jackson, Adam	AVID Instr. Provider	Godinez	July 28, 2015		16/1	

CLASSIFIED PERSONNEL CALENDAR

Personnel Calendar

Board Meeting - August 25, 2015

NAME	POSITION	SITE	EFF. DATE	END DATE	SALARY	COMMENTS
HOURLY APPOINTMENTS (Continued)						
Llerenas, Beatriz	After School IP	After School Program	July 1, 2015		16/1	
Merino, Daniel	After School IP	After School Program	July 1, 2015		16/1	
Nankervis, Rachel	After School IP	After School Program	July 1, 2015		16/1	
Nunez, Julio	After School IP	After School Program	July 1, 2015		16/1	
Quintana, Itzel	AVID Instr. Provider	Mendez	July 23, 2015		16/1	
Ramos, Maria	After School IP	After School Program	July 1, 2015		16/1	
Rivera, Angie	After School IP	After School Program	July 1, 2015		16/1	
Rivera, Felix	After School IP	After School Program	July 1, 2015		16/1	
Rodriguez, Aryanna	After School IP	After School Program	July 1, 2015		16/1	
Rodriguez, Eric	After School IP	After School Program	July 1, 2015		16/1	
Vasquez, Noel	After School IP	After School Program	July 1, 2015		16/1	
Velasquez, Sally	After School IP	After School Program	July 1, 2015		16/1	
Zamora, Rosemary	After School IP	After School Program	July 1, 2015		16/1	

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
ASSETs - Professional Learning - Classified	After School Programs	21st Century ASSETS (roll-up 4124)	\$30,000	August 26, 2015
ASSETs - Site Planning - Classified	After School Programs	21st Century ASSETS (roll-up 4124)	\$150,000	August 26, 2015
AVID Tutors - Instructional Providers	Godinez High School	LCFF-Supplemental/ Concentration	\$45,000	September 01, 2015
Activity Supervisor Extra Duty	McFadden Intermediate	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	September 01, 2015
After School Personal Support Group Extra Duty	Century High	Unrestricted Discretionary Accounts	\$3,000	September 01, 2015
BTSA Workshops/Trainings - Classified	K-12 Curriculum Instructional/Staff Development	Beginning Teacher- BTSA	\$10,000	August 26, 2015
CPI ED Program Training	Special Education	Special Ed: Mental Health Services	\$2,756	August 27, 2015
Century Classified Extra Duty	Century High	Unrestricted Discretionary Accounts	\$2,000	August 26, 2015
Century Custodial Extra Duty	Century High	Unrestricted Discretionary Accounts	\$2,000	August 26, 2015
Century DSO Overtime	Century High	Unrestricted Discretionary Accounts	\$15,000	August 26, 2015
Childcare for Parent Meetings and Workshops (Ratification)	Carr Intermediate	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$8,000	August 17, 2015
Civic Center Overtime (Ratification)	Building Services	Civic Center Rental Fees	\$15,000	July 01, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Classified Extra Duty	Chavez Continuation High	Unrestricted Discretionary Accounts	\$2,000	August 26, 2015
Classified Extra Duty	Chavez Continuation High	Unrestricted Discretionary Accounts	\$4,000	August 26, 2015
Clerical Extra Help ISP	Community Day High School	Unrestricted Discretionary Accounts	\$500	September 01, 2015
Clerical Overtime - School Renewal	Deputy Superintendents Office	LCFF-Supplemental/ Concentration	\$3,000	August 26, 2015
College Majors Parent Outreach	Saddleback High	Unrestricted Discretionary Accounts	\$3,000	August 26, 2015
Computers Instructional Assistant (Communication)	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$500	August 26, 2015
Custodial Overtime	Valley High	Unrestricted Discretionary Accounts	\$5,000	August 26, 2015
Custodial Overtime - Educational Services Elementary	Deputy Superintendents Office	Unrestricted Discretionary Accounts	\$1,500	August 26, 2015
Custodian Extra Duty	Community Day High School	Unrestricted Discretionary Accounts	\$500	July 29, 2015
Deferred Maintenance Overtime (Ratification)	Building Services	Fund 14 Deferred Maintenance Fund	\$30,000	July 01, 2015
EL Literacy and Math Support	Garfield Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$6,000	August 26, 2015
Extra Duty Civic Center (Ratification)	Building Services	Civic Center Rental Fees	\$15,000	July 01, 2015
Extra Duty Translator/ Interpreter	Deputy Superintendents Office	Unrestricted Discretionary Accounts	\$5,000	August 26, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Grounds Overtime (Ratification)	Building Services	Unrestricted Discretionary Accounts	\$60,000	July 01, 2015
Instructional Assistant Computer Lab Extended Day Interventions	Martin Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,100	August 26, 2015
Instructional Assistant Computers	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$500	August 26, 2015
Instructional Assistant Special Education	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$500	August 26, 2015
Instructional Provider - AVID	Century High	LCFF-Supplemental/ Concentration	\$56,000	September 01, 2015
Library Media Technician	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$300	August 26, 2015
Library Media Technician (Communication)	Romero Cruz Elementary	Unrestricted Discretionary Accounts	\$200	August 26, 2015
Library Supervision After School Hours	Martin Elementary	Unrestricted Discretionary Accounts	\$2,420	August 26, 2015
Maintenance Overtime (Ratification)	Building Services	Ongoing & Major Maintenance Account	\$50,000	July 01, 2015
McFadden Events - Classified Extra Duty	McFadden Intermediate	Unrestricted Discretionary Accounts	\$5,000	August 26, 2015
McFadden Events - Custodial Extra Duty	McFadden Intermediate	Unrestricted Discretionary Accounts	\$750	August 26, 2015
McFadden Events - DSO Extra Duty	McFadden Intermediate	Unrestricted Discretionary Accounts	\$750	September 01, 2015
McFadden Events - Instructional Assistant/Student Support Paraprofessional	McFadden Intermediate	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$2,000	August 26, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
McFadden Events - Stage Manager Extra Duty	McFadden Intermediate	Unrestricted		
Mindfulness Professional Development - District Safety Officer (Ratification)	Community Day High School	Discretionary Accounts Risk Management - Undesignated	\$750	September 01, 2015
Mindfulness Professional Development - Instructional Assistant (Ratification)	Community Day High School	Risk Management - Undesignated	\$1250	August 10, 2015
New Comer Program - Instructional Provider (TI)	McFadden Intermediate	Risk Management - Undesignated IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$400	August 10, 2015
Office Overtime (Ratification)	Building Services	Ongoing & Major Maintenance Account	\$15,168	September 01, 2015
Overtime Custodial Services (Ratification)	Building Services	Unrestricted	\$15,000	July 01, 2015
Overtime SAHS Equipment Manager 2015-16 (Ratification)	Santa Ana High	Discretionary Accounts Unrestricted	\$5,000	July 01, 2015
Overtime at SAHS - Custodial 2015-16 (Ratification)	Santa Ana High	Discretionary Accounts	\$1,000	July 01, 2015
Overtime at SAHS - Stage Manager 2015-16 (Ratification)	Santa Ana High	Unrestricted	\$5,000	July 01, 2015
Overtime at SAHS Clerical Office Manager 2015-16 (Ratification)	Santa Ana High	Discretionary Accounts Unrestricted	\$5,000	July 01, 2015
Overtime at SAHS for Irma Garcia 2014-15 School Year (Ratification)	Santa Ana High	Discretionary Accounts	\$200	June 18, 2015
Professional Development District Safety Officer (Ratification)	Community Day High School	Unrestricted	\$2,500	August 05, 2015
Professional Development Instructional Assistant (Ratification)	Community Day High School	Discretionary Accounts Unrestricted	\$1000	August 05, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Program Planning	Chavez Continuation High	Unrestricted Discretionary Accounts	\$10,000	August 26, 2015
SAUSD Honor Concert and Band Showcase - Custodians (Ratification)	Special Projects/Wellness	Unrestricted Discretionary Accounts	\$300	August 03, 2015
SAUSD Honor Concerts and Band Showcase - District Safety Officers	Special Projects/Wellness	Unrestricted Discretionary Accounts	\$600	September 01, 2015
SAUSD Honor Concerts and Choral Festivals - Stage Managers	Special Projects/Wellness	Unrestricted Discretionary Accounts	\$600	September 01, 2015
Saddleback Overtime	Saddleback High	Unrestricted Discretionary Accounts	\$1,000	August 26, 2015
Saddleback Overtime	Saddleback High	Unrestricted Discretionary Accounts	\$2,000	August 26, 2015
School Wide Events (Instructional Assistant)	Carr Intermediate	Unrestricted Discretionary Accounts	\$2,500	September 01, 2015
School Wide Events (Office Staff) (Ratification)	Carr Intermediate	Unrestricted Discretionary Accounts	\$6,000	August 17, 2015
Student Supervision During Computer Intervention	Martin Elementary	IASA: Title I Basic Grants Low-Income and Neglected, Part A	\$5,700	August 26, 2015
Student Supervision and Child Care	Martin Elementary	Unrestricted Discretionary Accounts	\$7,600	August 26, 2015
Student Supervision at Recess and Physical Education (Playworks Coach)	Martin Elementary	Unrestricted Discretionary Accounts	\$17,400	August 26, 2015
Translating Support- Classified	Garfield Elementary	Unrestricted Discretionary Accounts	\$1,000	August 26, 2015
Translating for Conferences- Instructional Assistant	Garfield Elementary	Unrestricted Discretionary Accounts	\$5,000	September 02, 2015

**AGENDA ITEMS REQUESTS
CLASSIFIED
2015-16 School Year**

TITLE OF ACTIVITY	SITE	FUNDING	NOT TO EXCEED	EFFECTIVE
Translation for Parent Engagement	Martin Elementary	Unrestricted Discretionary Accounts	\$400	August 26, 2015
Translation for Parent Engagement	Martin Elementary	Unrestricted Discretionary Accounts	\$700	August 26, 2015
Two Staff Development Days for all Teacher Assistants (Ratification)	Early Childhood Education	Child Development: CA State Preschool Program QRIS Block Grant RFA	\$1,650	August 27, 2015

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Acknowledgement of Receipt of Material Revision of NOVA Academy Early College High School Charter Petition**

ITEM: **Consent**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to acknowledge formal receipt of the material revision of the current NOVA Academy Early College High School Charter Petition delivered on Thursday, August 13, 2015. The current Charter Petition has been materially revised to document the physical relocation of the charter school site within SAUSD attendance boundaries during the current renewal term. The relocation of the charter school site will be effective as of the 2016-17 school year.

RATIONALE:

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

FUNDING:

Not Applicable

RECOMMENDATION:

Acknowledge receipt of the material revision of the current NOVA Academy Early College High School Charter Petition as of the date of the regular meeting of the Board of Education on August 25, 2015.

AGENDA ITEM BACKUP SHEET

August 25, 2015

Board Meeting

TITLE: Material Revision of NOVA Academy Early College High School Charter Petition

ITEM: Public Hearing

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

PREPARED BY: Mavis Mitchell, Charter Schools Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a public hearing for the material revision of the current NOVA Academy Early College High School Charter Petition. The current Charter Petition has been materially revised to document the physical relocation of the charter school site within SAUSD attendance boundaries during the current renewal term. The term of the current NOVA Academy Early College High School Charter is July 1, 2013 through June 30, 2018. The relocation of the charter school site will be effective as of the 2016-17 school year.

Other revisions have also been made to the current charter petition in compliance with Education Code Section 47607(a)(2) which states that renewals and material revisions of charters 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.

RATIONALE:

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

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

FUNDING:

Not Applicable

RECOMMENDATION:

Conduct a Public Hearing at the August 25, 2015 Regular Meeting of the Santa Ana Unified School District Board.

SP:mm

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Local Control Accountability Plan Progress Report

ITEM: Presentation

SUBMITTED BY: Lucinda N. Pueblos, Assistant Superintendent, School Performance and Culture

PREPARED BY: Tran Keys, Ed.D., Executive Director, Research and Evaluation

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Local Control Accountability Plan (LCAP) Progress Report.

RATIONALE:

This presentation will review LCAP metrics and progress toward District goals.

FUNDING:

Not Applicable

RECOMMENDATION:

For informational purposes.

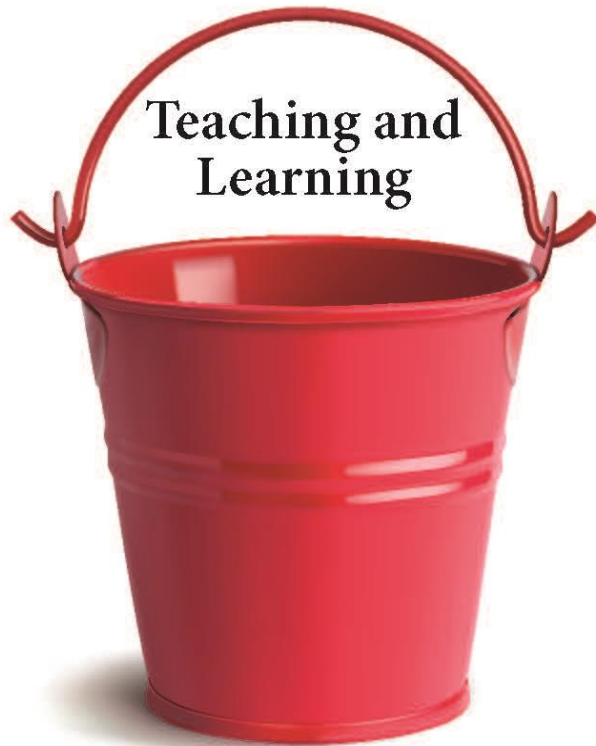
LOCAL CONTROL and ACCOUNTABILITY PLAN (LCAP)

Progress Report
August 25, 2015

Lucinda Pueblos, Assistant Superintendent of
School Performance and Culture



Three Buckets



A young man with glasses and a grey hoodie is sitting at a desk in a classroom, focused on writing in a notebook with a green pen. He has white earbuds in his ears. In the background, other students are visible, and a book with the word "SCIENCE" is on the desk. A semi-transparent red box is overlaid on the image, containing the text "Goal 1: Teaching and Learning".

Goal 1: Teaching and Learning

Teaching and Learning:

Early Literacy

EL Re-designation

% of 3rd grade students with reading proficiency as measured by DIBELS Next

2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	31.6%	32.2%

% of reclassified students who will be reclassified within 5 years of entering an EL program

2013-14 Actual	2014-15 Actual (Baseline)	2015-16 Goal
55.4%	61.3%	65.0%

Teaching and Learning:
Algebra Readiness

Algebra Proficiency

% of 9th graders who score at or above RIT score of 230 on MAP math test (Fall Administration)

2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	32.3%	35.5%

% of 10th graders scoring at or above RIT score of 235 on MAP math test (Fall Administration)

2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	32.0%	35.2%

Teaching and Learning:
A-G Course Completion

% of 12th Grade graduates completing all courses required for UC and/or CSU entrance

2012-13 Actual	2013-14 Actual	2014-15 Goal
37.2%	40.2% (Goal 42%)	45%

A top-down photograph of four children sitting on a light-colored tiled floor, each holding a tablet. They are arranged in a circle, and the tablets are held up towards the center. The child at the top is a girl with long dark hair, wearing a dark shirt. The child on the right is a boy with dark hair, wearing a dark shirt. The child at the bottom is a boy with dark hair, wearing a white shirt. The child on the left is a girl with dark hair and a pink flower in it, wearing a plaid shirt and a grey scarf. The tablets display various content: a globe, a chessboard, a document, and a blank screen. A semi-transparent orange banner is overlaid on the right side of the image, containing the text 'Goal 2: Engagement'.

Goal 2: Engagement

Engagement: Extra- curricular Participation

Professional Development

% of students who participate in more than one extracurricular activity

	2014-15 Goal	2014-15 Actual	2015-16 Goal
Intermediate Schools	Baseline	33% n=5,658	36%
High Schools	Baseline	34% n=3,876	37%

% of instructional staff and leaders with more than 15 hours of self-selected professional development during the academic year

2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	45.2%	60.2%

Engagement: Access to Technology

% of surveyed students who access to Internet at home		
2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	82% n=11,807	85%
% of surveyed students with access to technology 3 or more times a week at home		
2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	72% n=10,384	80%
% of surveyed students with access to technology 3 or more times a week at school		
2014-15 Goal	2014-15 Actual	2015-16 Goal
Baseline	42% n=12,568	65%
Ratio of students to technology that is 4 years old or newer		
2013-14 Actual	2014-15 Actual (Baseline)	2015-16 Goal
3.7:1	2.1 : 1	1.9 : 1

A close-up photograph of two young girls, likely students, smiling warmly at the camera. The girl on the left is wearing a white school uniform with a ruffled collar and a green earring. The girl on the right is wearing a blue school uniform. They are both looking directly at the camera with bright, happy expressions. The background is softly blurred, showing green foliage and a white structure, possibly a school building or a covered walkway.

Goal 3: Safety and Climate

Safety and
Climate:
CA Healthy
Kids Survey

% of surveyed students who feel safe or very safe at school				
	2012-13 Actual	2013-14 Goal	2013-14 Actual	2014-15 Goal
Grade 5	76% n=2,575	83.6%	75% n=2,516	77%
Grade 7	59% n=1,979	64.9%	62% n=2,401	64%
Grade 9	64% n=2,280	70.4%	64% n=1,638	66%
Grade 11	66% n=2,301	72.6%	67% n=1,446	69%
Non- traditional	55% n=230	N/A	69% n=464	71%

Safety and Climate: CA School Parents Survey

CA School Climate Survey

% of surveyed parents who Agree/Strongly Agree that school is a safe place for their child

2012-13 Actual	2013-14 Actual (Baseline)	2014-15 Goal
88% n=7,810	90% n=7,075	90%

% of surveyed staff indicating they Agree/Strongly Agree that school is a safe place for students

2012-13 Actual	2013-14 Actual (Baseline)	2014-15 Goal
86% n=2,398	90% n=2,689	90%

Safety and Climate: Student Suspensions

Suspension Rate

Expulsion Rate

of instructional days lost due to suspensions

2012-13 Actual	2013-14 Actual	2014-15 Actual
9,118	7,383 (Goal 8,206)	6,137 (Goal 6,645)

District-wide suspension rate

2012-13 Actual	2013-14 Actual (Baseline)	2014-15 Goal
5.1%	4.5%	4.3%

District-wide expulsion rate

2012-13 Actual	2013-14 Actual (Baseline)	2014-15 Goal
0.1%	0.1%	0.1%

Thank you!

AGENDA ITEM BACKUP SHEET

August 25, 2015

Board Meeting

TITLE: Santa Ana Unified School District Community Facilities District 2004-1
2015 Special Tax Refunding Update

ITEM: Presentation

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to present to the Board the Santa Ana Unified School District Community Facilities District 2004-1 2015 Special Tax Refunding Bonds financing update. Governmental Financial Strategies, Inc., will present and provide additional information.

RATIONALE:

This presentation is an informational overview and initial analysis of current debt and savings to our tax payers.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

FUNDING:

Not Applicable

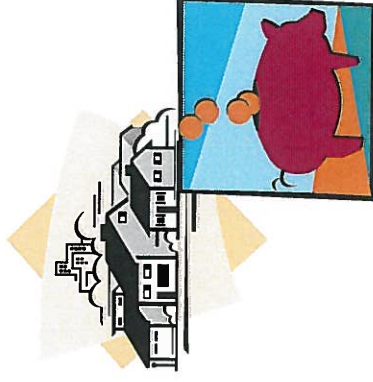
RECOMMENDATION:

Presented for information.

SP:mm

Santa Ana Unified School District

Financial Stewardship: Refinancing Results for Community Facilities District 2004-1 (Central Park Project)



Government
Financial
Strategies

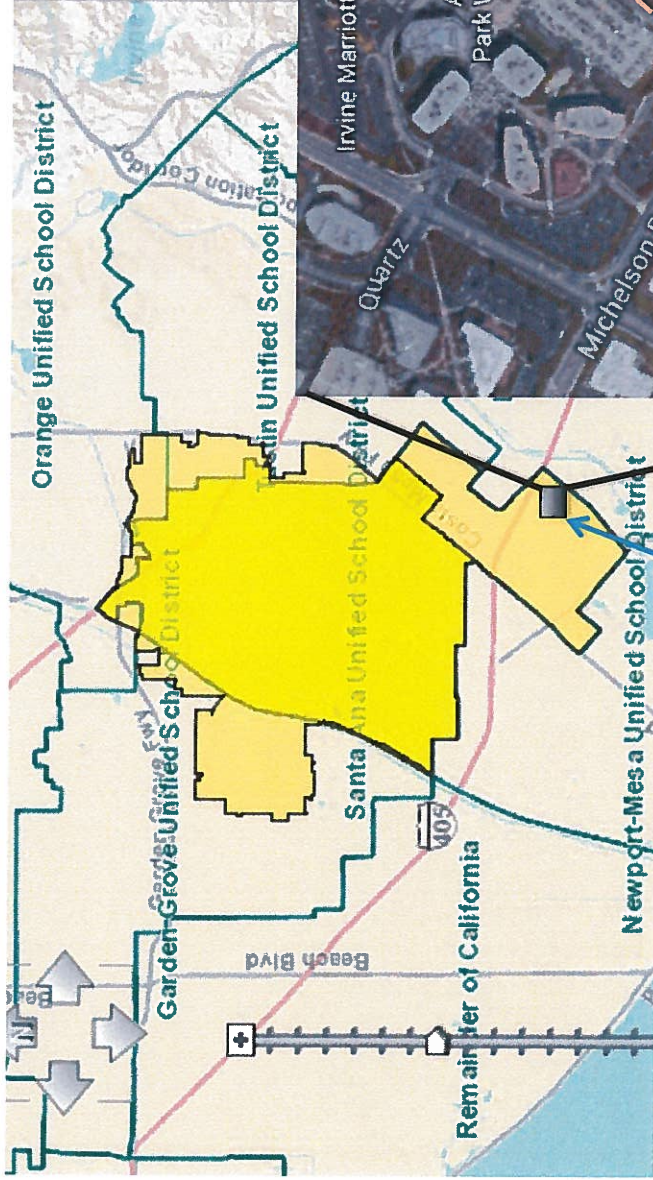
Presented by Keith Weaver
August 25, 2015

Tonight's Agenda

- ◆ Brief Overview of CFD 2004-1 (Central Park Project)
- ◆ Refinancing Sale Process
- ◆ Results for the Community Facilities District



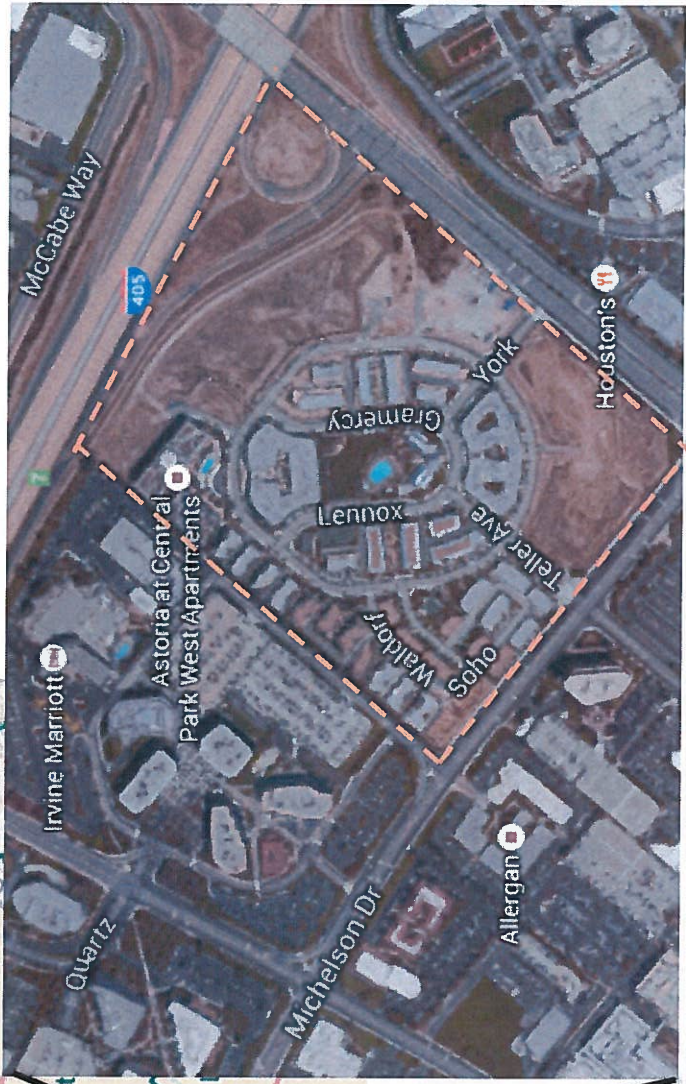
Overview of CFD 2004-1



CFD 2004-1 Location

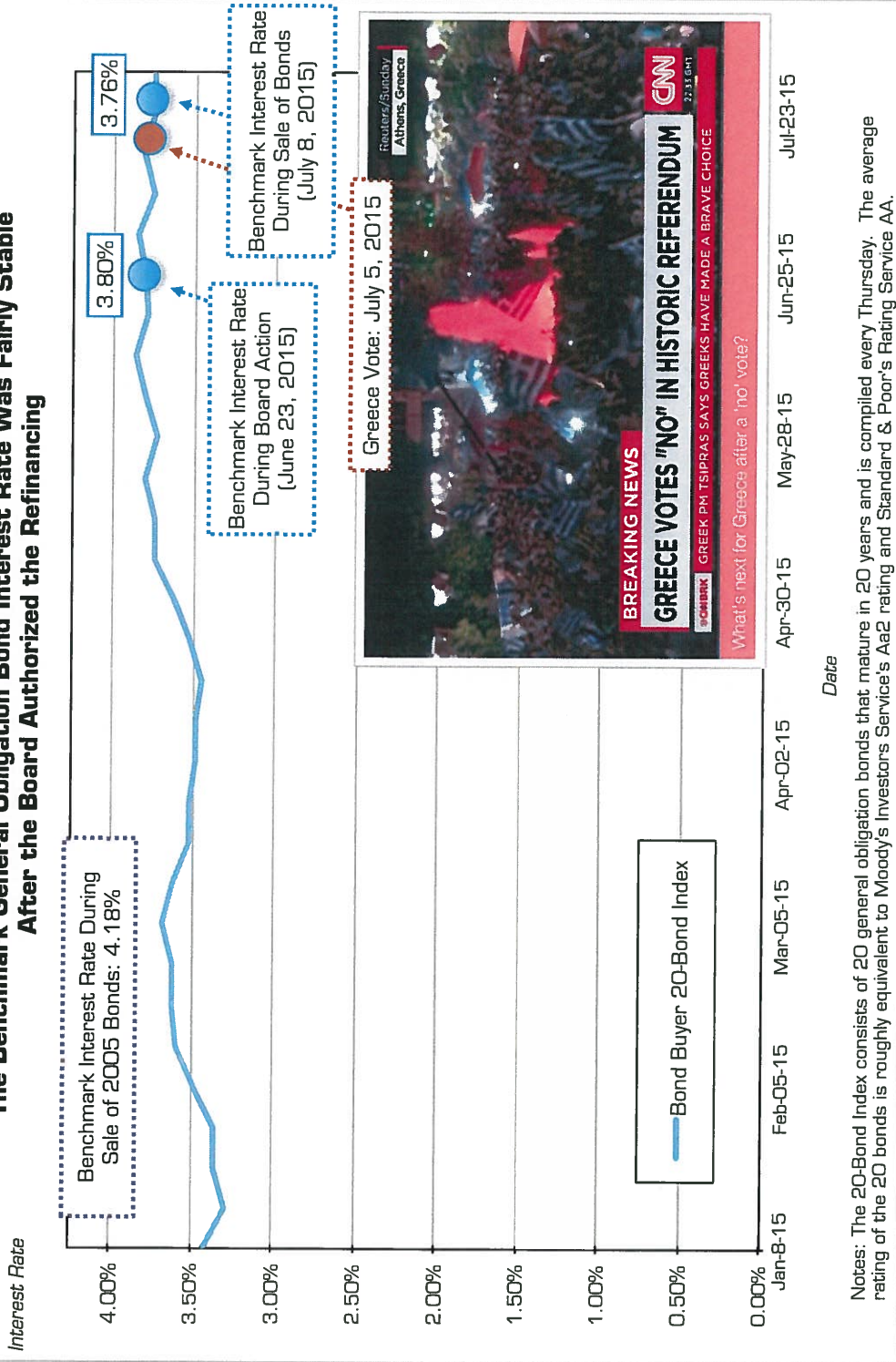
Summary Information:
 Original Bond Amount: \$11,875,000
 Refinanced Bond Amount: \$7,735,000
 Joint CFD with Orange County Fire Authority and Irvine Ranch Water District

Property Statistics:
 672 residential units completed
 603 residential units planned
 26,700 sq. ft. of retail space planned



Bond Market Conditions

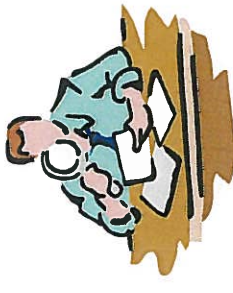
The Benchmark General Obligation Bond Interest Rate Was Fairly Stable After the Board Authorized the Refinancing



Notes: The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years and is compiled every Thursday. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Service's Aa2 rating and Standard & Poor's Rating Service AA.

Bond Issuance Process

- ◆ Financing best practices as published by the Government Finance Officers Association (GFOA) indicated a negotiated sale would be best to price the interest rates.
 - ▶ Due to credit perception and lack of CFD development.
- ◆ Following an RFP, Stifel, Nicolaus & Company was selected as the investment bank / underwriter.

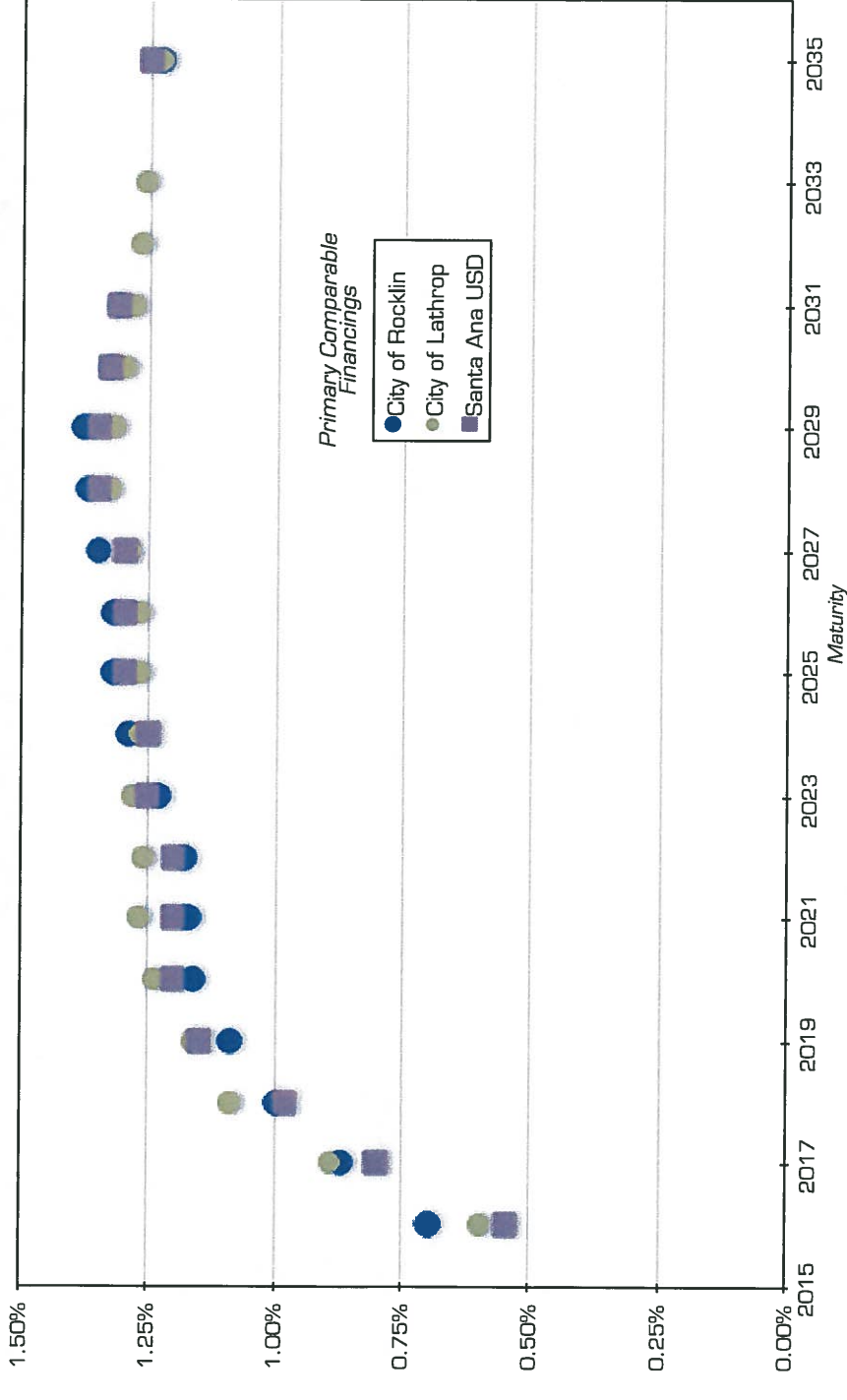


- ◆ Preliminary pricing negotiation on July 7, 2015:
 - ▶ Review of market and proposed interest rates.
- ◆ Final pricing negotiation on July 8, 2015:
 - ▶ Final interest rates agreed to and locked.



Comparison Against Market Examples

The District's Interest Rates* Fell Within, or Below, a Narrow Band of Approximately 5 - 10 Basis Points (0.05% - 0.10%) on Comparable Financings



Notes: *Interest rates are based on reoffering yields, which accounts for both coupon rates plus any original issue premium/discount. Reoffering yields shown are "yield to worst" which reflect the worst yield from the investor's perspective (in other words, the lowest yield) between either the yield to the maturity date or the yield to the call date. The spread is the difference between yields and the Municipal Market Data (MMD) index on the day of sale. Comparable financings based on recently issued CFD bonds with similar credit characteristics.

Underwriter's Performance



Deal Size: \$7,735,000

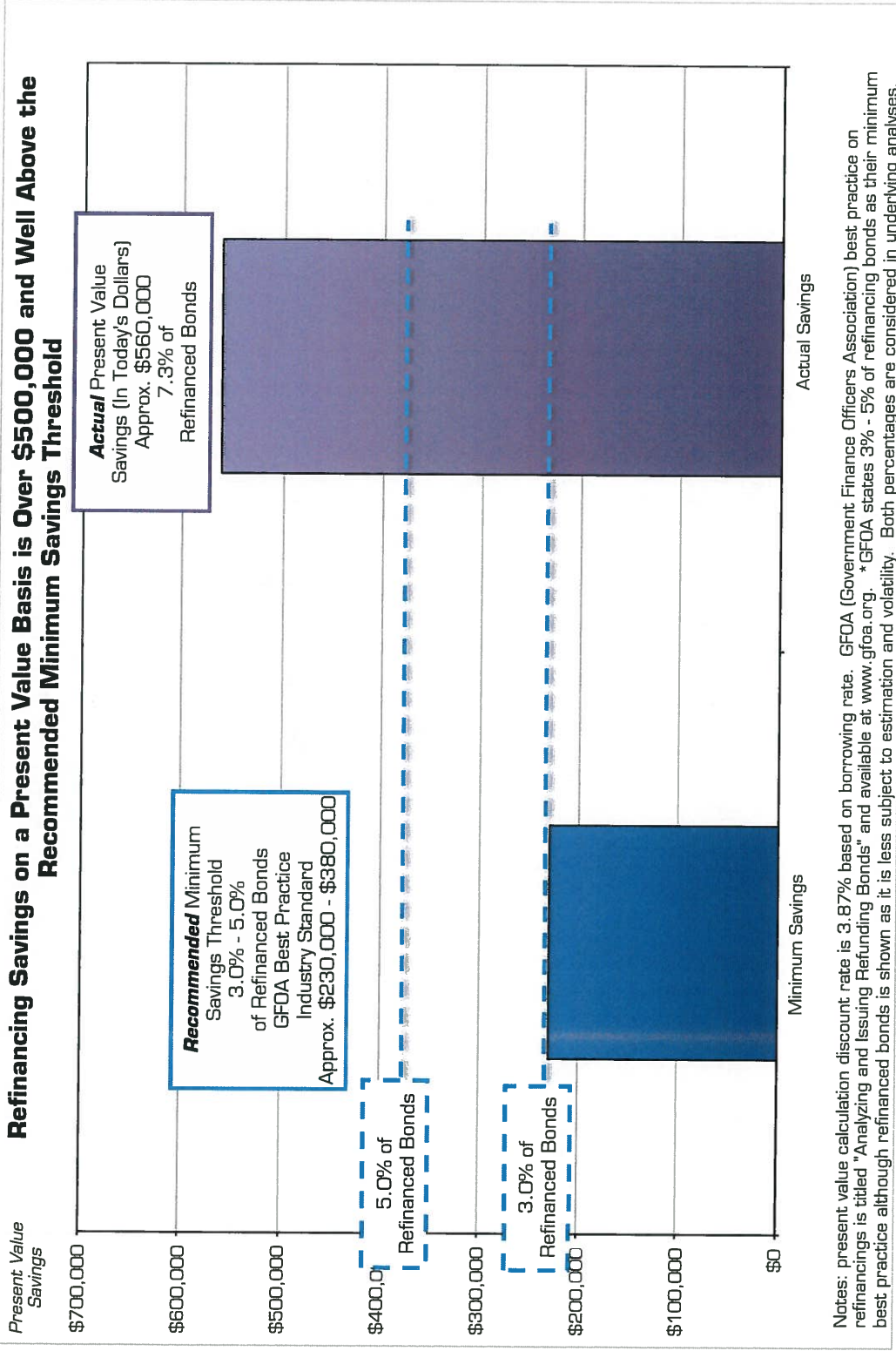
Maturity	Amount	Total (\$000's)	Balance (\$000's)
09/01/2016	180	995	-815
09/01/2017	215	780	-565
09/01/2018	230	480	-250
09/01/2019	245	310	-65
09/01/2020	260	120	140
09/01/2021	270	195	75
09/01/2022	290	420	-130
09/01/2023	310	310	0
09/01/2024	335	10	325
09/01/2025	350	90	260
09/01/2026	375	125	250
09/01/2027	400	200	200
09/01/2028	425	135	290
09/01/2029	450	295	155
09/01/2030	465	840	-355
09/01/2031	510	455	55
09/01/2035	2,405	2,200	205
TOTAL:	7,735	7,960	1,955

Oversold Bonds

Unsold Bonds

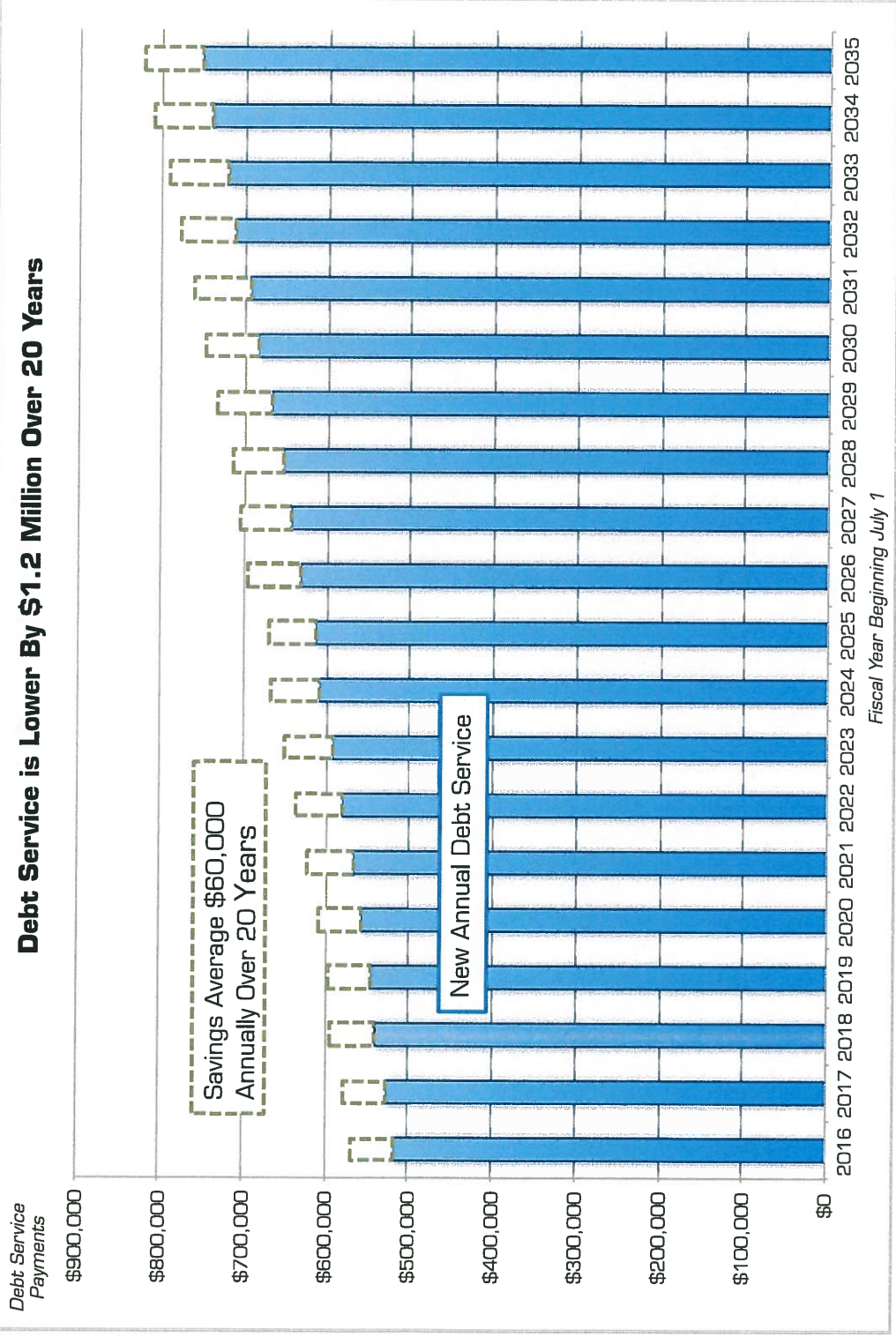
✓ Stifel bought \$1.96 million of unsold bonds themselves, to sell to the market at a later date.

NPV Savings "In Today's Dollars"



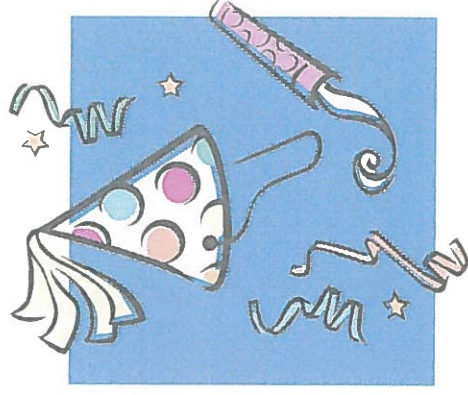
Notes: present value calculation discount rate is 3.87% based on borrowing rate. GFOA (Government Finance Officers Association) best practice on refinancings is titled "Analyzing and Issuing Refunding Bonds" and available at www.gfoa.org. * GFOA states 3% - 5% of refinancing bonds as their minimum best practice although refinanced bonds is shown as it is less subject to estimation and volatility. Both percentages are considered in underlying analyses.

Annual Savings Over Time



Conclusion

◆ Congratulations on the great success!



◆ Questions?



AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approve or Deny Material Revision of NOVA Academy Early College High School Charter Petition and if Approved Adopt Resolution No. 15/16-3077 Implementing that Action**

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 for the Board to take action on the material revision of the current NOVA Academy Early College High School Charter Petition and if the Board approves the material revision of the Charter Petition, to adopt Resolution No. 15/16-3077 implementing that action. Although the current term of the NOVA Academy Early College High School Charter Petition is July 1, 2013 through June 30, 2018, material revision of the current operating charter is necessary to document the physical relocation of the charter school site within SAUSD attendance boundaries during the current renewal term. The relocation of the charter school site will be effective as of the 2016-17 school year.

RATIONALE:

Pursuant to Education Code Section 47605, the Board of Education is required to approve or deny a charter petition that is submitted to it proposing to establish a charter school within its geographic boundaries. This is also applicable to the material revision of a charter petition of a charter school currently authorized to operate within district geographic boundaries.

The Santa Ana Unified School District has fully considered and evaluated the material revision of the Charter Petition submitted by NOVA Academy Early College High School. The review and resulting analysis of the material revision of the NOVA Academy Early College High School Charter Petition indicates that approval of the material revision of the Charter is consistent with sound educational practice.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 15/16-3077 – Approving the material revision of the NOVA Academy Early College High School Charter Petition.

SP:mm

1 RESOLUTION NO. 15/16-3077

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5
6
7 Approving Material Revisions to Charter for
8 NOVA Academy Early College High School
9

10 WHEREAS, pursuant to the Charter Schools Act of 1992 (Ed. Code § 47600 et
11 seq.) the Governing Board of the Santa Ana Unified School District ("SAUSD" and/or
12 "District") is required to review and authorize creation and/or renewal of charter
13 schools and provide oversight to charter schools which it authorizes; and
14

15 WHEREAS, the Governing Board of SAUSD has approved and renewed the Charter
16 ("Charter") for NOVA Academy Early College High School ("NOVA") with the current
17 term running through and including June 30, 2018; and
18

19 WHEREAS, pursuant to the Charter Schools Act of 1992 material revisions to a
20 charter school's charter are governed by the standards and criteria applicable to
21 initial requests for a charter, including approval by the oversight agency, and at
22 the time of any material revision to a charter, the revised charter must include a
23 reasonably comprehensive description of any requirement applicable to charter
24 schools that was enacted into law after that charter was previously
25 granted/renewed; and
26

27 WHEREAS, on or about August 13, 2015, NOVA delivered to SAUSD a request for
28 material revisions to the NOVA Charter with NOVA's primary purpose in requesting
29 the revisions being a change to the location of the Charter School within the
30 District's boundaries; and
31

32 WHEREAS, in accordance with the Charter Schools Act of 1992, the revised
33 Charter was brought to the District Governing Board meeting of August 25, 2015, at
34 which time it was received by the District Governing Board, thereby commencing the
35 timelines for District Governing Board action thereon; and
36
37
38

39 **WHEREAS**, a public hearing on the provisions of the Charter was conducted on
40 August 25, 2015, pursuant to Education Code Section 47605, at which time the
41 District Board considered the level of support for the material revisions to the
42 Charter by teachers employed by the District, other employees of the District, and
43 parents;

44
45 **WHEREAS**, District staff have reviewed and analyzed the information received
46 with respect to the Charter, including the specific material revisions requested
47 and information related to the operation and potential effects of NOVA; and

48
49 **WHEREAS**, NOVA has included a reasonably comprehensive description of the new
50 legal requirements that have been enacted into law since the NOVA Charter was last
51 renewed; and

52
53 **WHEREAS**, in reviewing and analyzing the materially revised Charter, District
54 staff noted some issues and concerns and determined that certain changes and
55 revisions to the Charter Petition were necessary in order to support the requested
56 material revisions to the Charter. The District administration worked with NOVA on
57 resolution of these issues and implementation of the necessary changes, additions,
58 and revisions and NOVA has incorporated these changes, additions, and revisions
59 into the Charter; and

60
61 **WHEREAS**, the terms of the materially revised Charter Petition require that
62 the NOVA Governing Board make certain revisions to its corporate Bylaws in order to
63 make the Bylaws consistent with the terms and requirements of the Petition; and

64
65 **WHEREAS**, NOVA has indicated that NOVA Academy should be able to make the
66 requisite revisions to its Bylaws and submit the revised adopted Bylaws
67 incorporating such revisions to the District Superintendent or designee no later
68 than 90 days from the District Governing Board's approval of the materially revised
69 NOVA Charter and adoption of this Resolution; and

70
71 **WHEREAS**, NOVA understands that a failure to make the necessary revisions to
72 its Bylaws will constitute a violation of the Charter Petition, which specifically
73 requires that the Bylaws be revised to be consistent with the Charter Petition at
74 all times; and

115 Attest:

116

117

118 Valerie Amezcua

119 Clerk of the Governing Board

120 Santa Ana Unified School District

121

122

123 STATE OF CALIFORNIA)

124) ss

125 ORANGE COUNTY)

126

127

128 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified
129 School District, do hereby certify that the foregoing Resolution was adopted by the
130 Board of said District at a meeting of said Board held on the 25th day of August
131 2015, and that it was so adopted by the following vote:

132

133 AYES:

134 NOES:

135 ABSTAIN:

136 ABSENT:

137

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Valerie Amezcua

Clerk of the Governing Board

Santa Ana Unified School District

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

NOVA Academy Early College High School



Charter Renewal Petition
July 1, 2013 - June 30, 2018

Material Revision Submitted ~~May 28~~[June 26](#), 2014
[Material Revision Submitted August 12, 2015](#)

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 it 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.

<i>1. Affirmations/Assurances</i>	<i>page v</i>
<i>2. The Educational Program</i>	<i>page 12</i>
<i>3. Measurable Pupil Outcomes</i>	<i>page 35</i>
<i>4. Methods to Assess Pupil Progress towards Meeting Outcomes</i>	<i>page 35</i>
<i>5. Governance Structure of School</i>	<i>page 40</i>
<i>6. Employee Qualifications</i>	<i>page 48</i>
<i>7. Health and Safety Procedures</i>	<i>page 51</i>
<i>8. Means to Achieve Racial/Ethnic Balance Reflective of District</i>	<i>page 58</i>
<i>9. Admissions Requirements</i>	<i>page 57</i>
<i>10. Independent Financial Audit</i>	<i>page 78</i>
<i>11. Pupil Suspension and Expulsion</i>	<i>page 59</i>
<i>12. Retirement Systems</i>	<i>page 50</i>
<i>13. Attendance Alternatives</i>	<i>page 59</i>
<i>14. Employee Rights to Return</i>	<i>page 51</i>
<i>15. Dispute Resolution</i>	<i>page 54</i>
<i>16. Labor Relations</i>	<i>page 51</i>
<i>17. School Closure</i>	<i>page 79</i>
<i>18. Impact Statement</i>	<i>page 83</i>

TABLE OF CONTENTS

	AFFIRMATIONS/ASSURANCES.....	<u>vVI</u>
I.	INTRODUCTION	<u>78</u>
	OUR STORY	<u>78</u>
	NOVA ACADEMY ECHS MET RENEWAL REQUIREMENTS.....	<u>89</u>
	ACCOMPLISHMENTS FROM THE PAST CHARTER TERM.....	<u>89</u>
<hr style="border: 1px solid blue;"/>		
II.	EDUCATIONAL PHILOSOPHY AND PROGRAM.....	<u>1213</u>
	MISSION STATEMENT	<u>1213</u>
	VISION STATEMENT	<u>1213</u>
	EDUCATIONAL PHILOSOPHY	<u>1213</u>
	Whom The School Is Attempting To Educate.....	<u>1213</u>
	What It Means To Be An Educated Person In The 21 st Century	<u>1617</u>
	- How Learning Best Occurs.....	<u>1618</u>
	— Expected Schoolwide Learning Results.....	<u>1718</u>
	CURRICULUM AND INSTRUCTIONAL DESIGN	<u>1819</u>
	Instructional Minutes and Calendar	<u>2022</u>
	MIDDLE SCHOOL PROGRAM.....	<u>2324</u>
	HIGH SCHOOL PROGRAM.....	<u>3031</u>
	Transferability of Courses and Eligibility of Courses to Meet College	
	Entrance Requirements.....	<u>3031</u>
	PROFESSIONAL DEVELOPMENT	<u>3234</u>
	PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING	<u>3335</u>
	PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING.....	<u>3537</u>
	PLAN FOR ENGLISH LEARNERS	<u>3637</u>
	— Strategies for English Learners	<u>3739</u>
	PLAN FOR SPECIAL EDUCATION	<u>3840</u>
	SPECIAL EDUCATION SERVICES / 504.....	<u>3840</u>
III.	MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA	<u>4548</u>
	METHOD(S) OF ASSESSMENT.....	<u>4852</u>
	USE AND REPORTING OF DATA	<u>5256</u>
IV.	GOVERNANCE STRUCTURE.....	<u>5457</u>
	NON-PROFIT PUBLIC BENEFIT CORPORATION	<u>5457</u>
	BOARD OF DIRECTORS	<u>5457</u>
	CHARTER SCHOOL LEADERSHIP	<u>5660</u>
	President and Founder.....	<u>5660</u>
	Executive Director	<u>5660</u>
	Director of Charter Schools	<u>5761</u>
	Principal	<u>5862</u>
	SCHOOL SITE COUNCIL.....	<u>5963</u>
	PARENT AND COMMUNITY INVOLVEMENT.....	<u>6064</u>

V.	HUMAN RESOURCES	6266
	QUALIFICATIONS OF SCHOOL EMPLOYEES	6266
	— Staff Employment	6266
	President and Founder.....	6267
	Executive Director	6367
	Director of Charter Schools	6367
	Principal	6468
	Teachers	6468
	— Non-Certificated And Instructional Support Staff	6468
	— RETIREMENT SYSTEMS	6569
	EMPLOYEE REPRESENTATION	6570
	EMPLOYEE RETURN RIGHTS	6570
	HEALTH AND SAFETY	6570
	— Safety Manual	6670
	Procedures for Background Checks.....	6670
	— Employee Handbook	6671
	— First Aid and CPR Training	6671
	— Role of Staff as Mandated Child Abuse Reporters	6671
	TB Testing	6771
	— Immunizations	6771
	— Medications In School	6771
	Vision/Hearing/Scoliosis	6771
	Bloodborne Pathogens	6772
	School Facility Safety	6872
	Drug-Free/Smoke-Free Environment	6872
	Comprehensive Sexual Harassment Policies and Procedures	6873
	DISPUTE RESOLUTION.....	6873
	— Disputes between NOVA Academy ECHS and the District	6873
	— Internal Disputes	6974
VI.	STUDENT ADMISSIONS, ATTENDANCE, AND	
	SUSPENSION/EXPULSION POLICIES	7076
	STUDENT ADMISSIONS POLICIES AND PROCEDURES	7076
	RACIAL AND ETHNIC BALANCE	7177
	PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	7278
	SUSPENSION AND EXPULSION PROCEDURES	7278
VII.	FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY	8896
	BUDGETS AND CASH FLOW	8896
	FINANCIAL REPORTING	8896
	INSURANCE	8896
	ADMINISTRATIVE SERVICES.....	9199
	SCHOOL FACILITIES	9199
	TRANSPORTATION	91100
	AUDITS.....	91100
	CLOSURE PROTOCOL.....	92101
	INFORMATION EXCHANGE	94104

FUNDING	94104
VIII. IMPACT ON THE DISTRICT	96106
INDEMNIFICATION	96106
<hr/>	
IX. OTHER CHARTER ELEMENTS	98109
CHARTER TERM AND RENEWAL	98109
INSPECTIONS	98110
MATERIAL REVISIONS	98110
SEVERABILITY	98110
DEBTS AND OBLIGATIONS.....	98110
INDEPENDENT ENTITY	99111
ATTACHMENTS, EXHIBITS, AND APPENDICES.....	99112
<hr/>	
<hr/>	

EXHIBITS

Exhibit 1	NOVA Academy ECHS and NOVA Academy leadership bios
Exhibit 2	Children in Foster Care by Placement Type In CA and Orange County 1998-2012
Exhibit 3	Children in Probation Supervised Foster Care Placed in Group Homes
Exhibit 4	Supportive documentation from the Department of Social Services
Exhibit 5	Supportive documentation from the Department of Social Services
Exhibit 6	WASC Certificate of Accreditation and 2010 Site Visit Report
Exhibit 7	Current Textbook Inventory and 2012-13 Course Offerings
Exhibit 8	Sample Individual Student Plan
Exhibit 9	School Calendar and Bell Schedule
Exhibit 10	Sample Student Portfolios
Exhibit 11	Inventory of Technology Equipment and Description of Use
Exhibit 12	Completed ISPs
Exhibit 13	Summer Blast and Summer Advantage materials
Exhibit 14	Syllabus, Pacing guides, Lesson plans, Formative (informal) Assessments, Summative (formal) Assessments, and Rubrics
Exhibit 15	Strategies aimed at increasing student achievement
Exhibit 16	Student and Parent Handbook
Exhibit 17	Graduation Requirements and UC/CSU Admission Requirements
Exhibit 18	Senior Exit Portfolio and Exit Interview
Exhibit 19	NOVA Academy Articles of Incorporation, Bylaws, and Conflict of Interest Code
Exhibit 20	NOVA Academy Board Members & NOVA Academy ECHS Organizational Chart
Exhibit 21	NOVA Academy ECHS Job Descriptions
Exhibit 22	Personnel Policies and Procedures
Exhibit 23	Emergency Disaster Procedure and Emergency Exit Plan
Exhibit 24	Registration Packet
Exhibit 25	Budget and Financial Documents
Exhibit 26	Insurance Policies
Exhibit 27	Real Estate Lease with Floor Plan
Exhibit 28	2010-11 Independent Financial Audit

Exhibit 29 Local Control and Accountability Plan

[Exhibit 30 Property brochure and Purchase Sale Agreement](#)

AFFIRMATIONS/ASSURANCES

NOVA Academy Early College High School (“NOVA Academy ECHS” 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 the 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)]
- NOVA Academy shall be deemed the exclusive public school employer of the employees of NOVA Academy Early College High School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(O)]
- The Charter School shall be nonsectarian in its programs, admission 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 NOVA Academy Early College High 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)~~[Sections 47605\(d\)\(2\) and 51747.3](#), 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 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 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(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission of 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. 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 the audit and inspection.
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities.
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
- The Charter School shall comply with all applicable portions of the No Child Left Behind 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 meet or exceed the legally required minimum of school days.

I. INTRODUCTION

INTERPRETATION OF TERMS

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the NOVA Academy Early College High School and/or NOVA Academy ECHS and/or NOVA Academy and/or NOVA ECHS and/or NOVA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and NOVA Academy, the non-profit 501(c)(3) corporate entity, and for all purposes related to this Charter or the operations of the NOVA 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, anytime that NOVA Academy Early College High School states that it will follow the requirements of a particular Section of the Education Code or other law, it means that NOVA Academy ECHS will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

OUR STORY

NOVA Academy Early College High School, operated by NOVA Academy, a California nonprofit public benefit corporation, opened in 2005 in partnership with Olive Crest, one of the West Coast's premier children's charities, with the keen desire to provide hope and an even playing field for foster and at-risk students, a population who face seemingly insurmountable odds. The Charter School's goal continues to be for students to not only achieve a high school diploma, but also to earn college credit in an academically challenging and nurturing environment.

The need to close the gap is great for foster and at-risk youth in the educational arenas. NOVA Academy ECHS, with the help, direction and encouragement of Santa Ana Unified School District ("SAUSD" or the "District"), a major federal grant, and the Middle College National Consortium, has been able to open and operate an first Early College High Schools that focuses on foster, at-risk, low income, and minority students.

NOVA Academy ECHS opened with nine students, most of whom were behind in credits and had only previously dreamed of going on to higher education. Initially, only part-time, retired, credentialed master teachers were hired with a specialty in their respective fields. The Charter School grew rapidly, from nine students, to forty, and then to eighty, and ultimately serving over 350 students in 2012.

With its first graduation in the year 2008, NOVA Academy ECHS graduated 18 students, all with their high school diplomas and transferable college credits – some with their Associate of Arts ("AA") degree and all of them going on to higher education. For most of these students this was not only a dream come true, but also a first for their respective families. For students at the

poverty level, this educational opportunity has provided not only success and achievement, but a major source of hope and help for their future.

NOVA Academy Early College High School has a highly qualified and dedicated staff who consistently poured their energies into providing a rigorous, engaging educational experience with high expectations for all students. It is helpful to understand the wonderful staff at NOVA Academy ECHS and their areas of expertise in understanding the evolution and growth of this great institution. It is important to highlight the NOVA Academy ECHS staff and to others who have helped to develop this outstanding high school and its faculty, and who have helped many of its amazing young students to go from painful learning experiences to attainable goals. They have given students the courage and the tools they need to carve bright futures for themselves. Many of these students have experienced their first taste of academic success at NOVA Academy ECHS.

Starting with Natalie Battersbee and Reneé Lancaster; our faculty is nothing short of exceptional. These two individuals opened the program and closely guided its development and progress. Joining them were Mavis Mitchell and Dr. Pat Machado from Santa Ana Unified School District, who provided vital fiscal monitoring, evaluation of educational programs and oversight to maintain conformance to the Charter School’s charter. NOVA Academy ECHS also enjoys a considerable amount of support from government representatives, community leaders, other educational institutions and social service agencies.

Attached as Exhibit 1, please find bios of current NOVA Academy ECHS and NOVA Academy leadership.

NOVA ACADEMY ECHS MET RENEWAL REQUIREMENTS

The Charter School met the academic criteria required for charter renewal, as follows:

API Scores

Year	Base API	Growth Target	Actual Growth	API Growth Score
2011-12	715	5	-2	713
2010-11	728	5	-5	723
2009-10	724	5	7	731
2008-09	705	5	19	724

* Based upon calculations from raw data received from CDE

Rankings

Year	Statewide Rank	Similar Schools Rank
2011-12	4	3
2010-11	5	4
2009-10	5	N/A
2008-09	5	N/A

ACCOMPLISHMENTS FROM THE PAST CHARTER TERM

2011-2012

- NOVA Academy ECHS became a member of the Middle College National Consortium (“MCNC”). This is the organization to which our early college high schools belong. It has a long history of successful educational innovations and focuses authentic school reform with sustained collaboration.
- NOVA Academy ECHS’s CAHSEE Math pass-rate was at an all time high of 90% for tenth grade students passing on their first attempt.
- NOVA Academy ECHS teachers and administration implemented “Teaching....A Road to Mastery.” This process involves teacher goal setting, formal and informal observations, self-reflections, and action and support plans.
- NOVA Academy ECHS partnered with UC Irvine to place UCI students as Accelerated Learning Interns (“ALIs”) at NOVA Academy ECHS. ALIs supported students during the regular instructional day, link, and after school labs. ALIs worked with NOVA Academy ECHS students in small groups as well as individually.
- First Annual Multi-cultural Festival was held and fourteen different ethnic cultures came to life for our students. The day culminated with dancers from Cambodia, and Brazil, and with drummers from Africa. Foods from many cultures were sampled by our students.
- Nova Academy successfully co-hosted the Middle College National Consortium National Student Leadership Conference attended by schools and held April 18th -22nd, 2012. Students from all over the country visited Santa Ana sites for activities focused on diversity.
- Students joined the MCNC’s on-line community where they planned and explored various themes and topics.
- We developed a system of cross observation peer review between our principal, Erin Craig, and two of our past principals. This afforded teachers multiple valuable feedbacks from three different administrators.
- NOVA Academy ECHS teachers engaged in professional development in the following areas:
 - Backwards planning
 - Benchmark analysis and action plans
 - Overall performance, standard, bubble students, distracter question
 - The lesson cycle
 - NOVA Academy ECHS signature practices
 - Formative checks for understanding
 - Family student support methods

- MCNC Winter Conference was attended by three members of NOVA Academy ECHS's administrative staff. We made a presentation on NOVA Academy ECHS's accomplishments.
- NOVA Academy ECHS and NOVA Academy ECHS Coachella, also operated by NOVA Academy, began teacher training collaborations.
- The Charter School met 6 of 6 AYP criteria.

2010-2011

- NOVA Academy ECHS implements Honor Society and sets policy and membership requirements.
- Senior Breakfast to honor seniors for academic achievement, community service, and citizenship.
- Graduation June 10th of students who successfully completed all requirements of state of California and Santa Ana Unified School District.
- Professional Development of "Motivating Students" September 29th.
- Career Day. October 14th.
- Successful completion and acceptance of five AP courses for UC and CSU a-g approval.
- New teachers successfully complete year two of BTSA.
- First Annual Art Show was held at Olive Crest's corporate offices and was so successful that patrons asked to purchase many of the works of art.
- The Charter School met 5 of 5 AYP criteria.

2009-2010

- Summer Advantage, a summer bridge program to help incoming 9th graders transition from middle to high school, was launched.
- The Charter School met 6 out of 6 AYP criteria.
- Data Director and schoolwide benchmark program launched.
- NOVA Academy ECHS was one of 60 schools in California to earn a Bronze Medal award from US News and World report.

- NOVA Academy ECHS awarded “Educator of the year” Award by OC Hispanic Chamber of Commerce.
- The PIMCO Foundation awarded NOVA Academy ECHS with its “Excellence Award”
- Implemented Gallup Student Survey to monitor student wellbeing, hope, and engagement.

2008-2009

- The Charter School met 6 out of 6 AYP criteria.
- NOVA Academy ECHS partnered with the PIMCO foundation to begin offering the “tools for tomorrow” financial literacy program to our students.
- First annual career day launched, showcasing career opportunities.
- First year with 100% graduation rate.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to NOVA Academy Early College High School and/or NOVA Academy ECHS and/or NOVA and/or the Charter School and/or the School shall apply with full force and effect to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, and any and all references to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, shall apply with full force and effect to NOVA Academy Early College High School, and for all purposes related to this Charter or the operations of NOVA Academy Early College High School, both NOVA Academy Early College High School and NOVA Academy, Inc., 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.

II. EDUCATIONAL PHILOSOPHY AND 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 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

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.

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” through “G” admissions criteria may be considered to meet college entrance requirements.

- California Education Code Section 47605(b)(5)(A)

MISSION STATEMENT

NOVA Academy Early College High School readies students for lifelong success through an educational journey inspired by the power of family.

VISION STATEMENT

The vision of NOVA Academy Early College High School is to provide underrepresented students access to an academically rigorous, blended high school/college curriculum. To prepare students for the 21st century by offering advanced opportunities to gain the knowledge and skills needed to smoothly transition to higher education or with marketable skills.

EDUCATIONAL PHILOSOPHY

Whom the School is Attempting to Educate – Target Student Population

NOVA Academy ECHS will specifically target at-risk and underserved students, many of whom are in the foster system, live in poverty, and first generation high school graduates. These pupils are generally lost in the current education system. Many of these youth are eager to succeed, however the transitional nature of their lives has caused them to consistently meet below-average expectations in school. As a result, they are at risk of personal and educational failure. NOVA Academy ECHS’s goal is to create an environment that offers well-rounded educational opportunities and, at the same time, challenge all students to attain excellence. Students will reach their highest potential through a rigorous, stimulating curriculum delivered within a

nurturing, family like atmosphere. The program will meet each student's needs while attracting a wide range of individuals, thus providing each a broad cross-section of fellow schoolmates.

At the conclusion of the 2011-2012 school year, NOVA Academy ECHS was serving 357 at-risk and underserved youth (e.g. Foster Care, Family Preservation, Wrap Around, low income, English Learners, first-time college goers, and students who were in residential care groups.) NOVA Academy ECHS serves the families of Orange County, predominately those from Santa Ana, Garden Grove, Orange, and Anaheim. (See charts below detailing the demographics and residence of NOVA Academy ECHS students.) Many students are referred to the Charter School from Orange County Child Services, Orange County Juvenile Court, and Olive Crest Foster Care and Treatment Centers, Inc.

Beginning in the 2014-2015 school year, NOVA Academy ECHS will serve middle school students (grades 6-8), starting with the sixth grade, and adding one grade each school year. As an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program.

In partnership with Olive Crest, NOVA Academy ECHS's mission when it opened was to help foster children in group homes, who might benefit from smaller classroom environments, therapeutic programs and safety nets.

In 2003 Orange County had the largest number of group home placements of children (670) in the history of the County. (See Exhibit 2 "Children in Foster Care by Placement Type In CA and Orange County 1998-2012.") As of April 2012 that number has reduced to 194 children in Orange County placed in group homes. The mission statement in the 2003 NOVA Academy charter (the original charter) outlines this desire to reach foster students and "at-risk" students.

Shortly after 2003, when the Charter School's Charter Petition was granted, there was a policy shift at the federal, state and local levels, leading our state to dramatically change the course of group home placements. It became a high priority of social workers to place fewer children in group homes and for a shorter length of stay. Orange County was one of leading counties that had driven the new mandates and laws regarding residential placement of foster children. With a reduction of residential group homes, soon many businesses that had provided this care were closing down, due to economies of scale. In addition, California did not pay group home providers any fee increases for over 11 years.

In looking at statewide Children in Probation Supervised Foster Care Placed in Group Homes (attached as Exhibit 3) together from 2003 to 2012, there has been a 68% reduction in group home placements, while total foster care placements fell by 30%. The disproportionately large drop in group home placements seems to have been the result of bringing fewer children into foster care; moving them to permanency instead through reunification, guardianship, and adoption more quickly; and placing fewer children in group homes and reducing their average length of stay. Additionally, during the 2003 to 2012 period the number of foster children placed with relatives actually increased by 225 children (23%). With a 50% reduction in County-licensed foster family home placements, it appears that Orange County put a greater emphasis on finding and placing children with relatives, than it did on placing children in group homes. With

the rapid shift in government policy, the Charter School had to similarly refine its mission over time in order to continue serving its target student population.

NOVA Academy ECHS opened its doors to nine (9) group home students in August of 2005, just when Orange County Child Welfare and Children's Probation Department goals shifted to have foster children in temporary placements with more programs being designed for wrap around and family preservation. The new federal, state and local goals were to maximize educational stability by helping more foster children to stay in their family of origin, and for families to receive services like wrap around.

In 2003, AB 490 created the Educational Rights and Stability for Foster Youth Act. This legislation created a number of educational rights for foster youth. Its provisions charge school districts, county social service agencies and other professionals with additional responsibilities to enhance educational quality for foster youth. Educational stability was now a federal requirement with the goal of shortening the stays in the remaining group homes and providing families with a reunification process, guardianship and adoption.

The major provisions of AB 490 include the following:

Educational equity: Educational placements for foster youth must ensure that they have access to academic resources, services, enrichment and extracurricular activities available to all students. (Education Code Section 48850)

Basis for placement: In all instances, educational placement decisions for foster youth must be based on the best interests of the student and must ensure that the student is placed in the least restrictive educational program that can serve his or her needs. (Education Code Section 48853)

School of origin: If a foster youth's placement changes, the student has the right to remain in his or her school of origin for the duration of the school year. (Education Code 48853.5)

Preference for mainstream school: Foster youth must attend a regular education program unless: 1) the student has an individualized education program (IEP) requiring a different educational placement, or 2) the person with educational rights determines that it is in the student's best interest to attend a different educational program or to remain in the school of origin. (Education Code Section 48853)

Immediate enrollment: The student has the right to be immediately enrolled in the new school, even if the student is missing things that are usually required for enrollment (e.g., academic and medical records, immunization records, proof of residency, school uniform) or if he or she owes fees or materials to the prior school. (Education Code 48853.5)

Attached as Exhibits 4 and 5, please find supportive documentation from the Department of Social Services.

This was another ingredient to the changes that affected the enrollment of foster children living in group homes at NOVA Academy ECHS. As students changed foster homes, they were staying in their school of origin. Federal funds were provided to the state of California for transportation of students from a home placement to the school of origin, even it was outside of the new

residential school or district area. The governmental goal, again, with the transportation funds was to ensure that foster children had fewer changes or instability in their educational settings.

Today, NOVA Academy ECHS continues to reach out to unrepresented students, foster and at-risk students in our community. NOVA Academy ECHS is able to work with the Orange County Department of Social Services and encourages group home children and foster placements throughout the County to attend the Charter School.

Despite the dramatic change in the group home and foster care landscape in Orange County over the last decade, NOVA Academy ECHS continues to be committed to those students who are in foster care and group homes, as well as those students who are part of programs which were designed to prevent children from entering the foster care and group home programs. These programs include family preservation, family wraparound, as well as children who face extreme need, but are not participating in programs. NOVA Academy ECHS continues to work through social services organizations including the Orange County Department of Social Services to promote enrollment of these targeted students. These organizations are made aware of the Charter School, its services and enrollment windows to give potential students every opportunity to enroll at the Charter School.

Additionally, NOVA Academy ECHS has, especially over the past three years, expanded offerings and services to parents and students to include providing students with clothing, families with food and other needs. NOVA Academy ECHS is committed to maintaining and expanding support for the neediest students as their needs continue to grow, and other social services organizations are less able to provide support.

The following chart demonstrates the student population of the Charter School, compared with the District, for 2011-12 (source: CDE DataQuest):

Demographic	Charter School %	SAUSD %
Black or African-American	.5%	.5%
American Indian or Alaska Native	0%	<.5%
Asian	3%	3%
Hispanic or Latino	92%	93%
Native Hawaiian or Pacific Islander	.5%	<.5%
White	4%	3%
Two or More Races	1%	<.5%
English Learners	89%	54%
Free or Reduced Price Lunch	88%	84%
Student with Disabilities	6%	10%

The following chart demonstrates where NOVA Academy ECHS students reside (2011-12 data):

City	Number	Percentage
Aliso Viejo	1	<1%
Anaheim	16	5%
Azuza	2	<1%
Brea	1	<1%

Corona	1	<1%
Costa Mesa	2	<1%
Fountain Valley	2	<1%
Fullerton	3	1%
Garden Grove	19	6%
Irvine	1	<1%
Orange	19	6%
Placentia	2	<1%
Riverside	8	2%
Santa Ana	263	77%

What it Means to be an Educated Person in the 21st Century

Given the circumstances and adversities that many of NOVA Academy ECHS’s students have, and continue to encounter in their young lives, to be educated, for them, must include an array of skills and qualities that will propel them out of their experiences and current situations. As a result, to be an educated person in the 21st century includes many things deemed by most as basic, but which are critical indications of being well educated for the NOVA Academy ECHS student population. These include the following:

- Possessing greater skills for higher paying jobs/professions allowing them to make and manage their own money and support themselves and their families
- Self-aware yet possessing the ability to see beyond themselves and their circumstances to an enlarged vision of the world
- Effective communicators and determined problem solvers able to persist in the face of adversity
- Demonstrate a strong work ethic and self-motivation in school as well as a desire for physical fitness, healthy living, and mental well-being
- Possess leadership and decision making skills that support a spirit of collaboration and the confidence to function and successfully matriculate in a global society
- Possess an understanding of science, mathematics, and history to understand the state of world affairs, processes, and change agents. Furthermore, use this knowledge to take an active role in the betterment of their community and the world at large.
- Familiarity and appreciation for the arts and how they express and shape the human experience
- Lifelong learners who possess a love of learning and are skilled in the latest communication tools
- Possess an understanding and awareness of the cultural issues of their day, capable of making intelligent assessments and decisions based on facts and informed perceptions, and developing a sincere respect for others

NOVA Academy ECHS’s educational philosophy acknowledges that learning is a continuous process that extends after school hours and into the greater community. It is a goal of NOVA Academy ECHS to enable students to become self-motivated, competent, lifelong learners.

How Learning Best Occurs

NOVA Academy ECHS believes that learning best occurs when the following practices are employed:

- The curriculum is focused on high expectations and rigorous preparation of every student for high school, college and the world of work
- Students are engaged in a college prep curriculum that is based on culturally relevant and culturally responsive strategies that incorporate the real life experiences of the students
- Individual Student Plans (“ISP”) are created for each student with the student’s input
- Acknowledgment and incorporation of the different learning modalities of each student and allow them to learn in their preferred style
- Students are encouraged to respect and be sensitive to the diversity, talents, and points of view of other members of their classroom community
- Students have a voice and are a part of the learning community rather than passive learners in an isolated situation
- Students receive intense personal attention so that each student feels valued and has access to the staff and the resources
- All students and parents/guardians have absolute access to information, and the Charter School works diligently to help parents understand their options
- Invite collaboration from all stakeholders
- Provide opportunities for and encourage parent/guardian involvement in their students’ educational experiences
- Students are in small-sized classes where the educational curriculum and the interaction are stimulating, and where motivating methodologies are used
- Grades and various other assessments are used for students to self-evaluate as well as for teachers’ use as a tool of measurement

Expected Schoolwide Learning Results (“ESLRs”)

As part of the application process for accreditation from the Western Association of Schools and Colleges (“WASC”), the certificated staff of NOVA Academy ECHS worked collaboratively with parents, students and the community to develop the Charter School’s ESLR’s/goals. Attached as Exhibit 6, please find the Charter School’s WASC Certificate of Accreditation and 2010 Site Visit Report.

These goals were developed with the California State Standards and the California Framework in mind. In compliance with the State’s shift to the Common Core State Standards (“CCSS”), the Charter School is beginning to implement CCSS assessments. NOVA Academy ECHS will comply with the requirement for full implementation of CCSS by 2014-2015. Prior to full implementation, the Charter School is adopting new assessments and new curriculum to bridge the shift in standards. All references in the charter to California State Standards will be references to CCSS. Classroom activities, projects and other instructional activities are consistent with the achievement of these goals. NOVA Academy ECHS students will be “EAGLES”:

Effective Communicators who:

- Develop effective communication skills in reading, writing, listening, and speaking
- Develop communication skills appropriate to the setting and the audience

Academic Achievers who:

- Achieve and demonstrate integrity and competence in their academics
- Are able to assess, interpret, and apply information gained through various media, including technology
- Are able to work independently and collaboratively

Graduates who:

- Are able to demonstrate respect for individual and cultural diversity
- Have successfully completed the requirements for their high school diploma as well as significant credits toward their AA degree
- Are able to envision and put into action the next step in their educational plan
- Are self-motivated, competent, lifelong learners

Lifelong Learners who:

- Take responsibility for their decisions and actions
- Develop and maintain physical health and emotional stability
- Plan for and work toward a meaningful career

Effective Problem Solvers who:

- Are able to seek out and accept assistance when needed
- Use positive coping skills when frustrated
- Are able to objectively evaluate problems and seek moral and ethical solutions

Socially Engaged Individuals who:

- Understand their responsibility to be active participants in their community
- Know and understand the values of our democratic society and the need for responsible citizenship
- Understand the need to be self-sufficient and the importance of empowering others to do the same

CURRICULUM AND INSTRUCTIONAL DESIGN

NOVA Academy ECHS strives to prepare students for success in postsecondary education or a vocation. Early College High Schools, like NOVA Academy ECHS, allow students to attend high school and also earn college credit. Curriculum is planned to meet the academic needs of the individual student, and modified as needed. Students experience an early exposure to the college experience while earning both high school credits and college units. Attached as Exhibit 7, please find the Charter School's current textbook inventory and the 2012-13 course offerings.

There are high expectations for academic performance for all students at NOVA Academy ECHS, and staff and students work together to reach the goals students set for themselves. It is our goal at NOVA Academy ECHS to teach students to be active learners. By this we mean students engage thoughtfully with the course materials while the teacher is the facilitator who supports and guides the student's learning. As a system of checks and balances, NOVA Academy ECHS's teachers provide administrators with pacing guides, lesson outlines, and formative and summative assessments to demonstrate their incorporation of literacy goals into their classrooms and the use of writing to teach all course content. Students are engaged in examining instruction in Problem-Based/Problem-Centered writing where the student himself takes responsibility for self-managed learning.

Individualized planning allows students to create meaning in their learning. Applied practices and real life examples give relevance to the curriculum. The variety of assessments and projects give students the opportunity to demonstrate these strengths. Collaboration helps motivate students to work effectively with their peers. Activities ranging from acquiring knowledge to creating original pieces of work exemplify the importance of Bloom's taxonomy and reinforce previously learned concepts. The integration of technology is meant to prepare students for the future and to facilitate information gathering. In essence, teachers 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.

NOVA Academy ECHS provides small classrooms, individual attention and academically rigorous programs, facilitating students who may not succeed in a traditional middle or high school setting, to prepare for their future college or vocational goals. Students may begin their enrollment in college courses as early as the 9th grade.

It is during the first two years of high school at NOVA Academy ECHS that students learn the tools necessary to carry them through the next few rigorous years. In the 11th and 12th grades, NOVA Academy ECHS staff and students work together to create academic plans that meet the collegiate or vocational needs of the students.

All students at NOVA Academy ECHS are responsible for their education and each student has an Individual Student Plan. Attached as Exhibit 8, please find a sample ISP. The student's ISP is a form that assists students in keeping track of vital information about their unique plan for high school, including their college courses. The ISP also serves as the students' roadmap, detailing their college and career pursuits. Students are asked to record the information, including dates and significant facts, each time an item is completed. Both the high school and the college counselors, along with the student check regularly to insure that it is up to date. The ISP includes:

- Record of completion of high school A-G graduation requirements:
- Record of courses completed toward Associate of Arts degree:
- Examination results
- Career Goals/Interest
- Possible Prospective Colleges (each student is encouraged to have at least three choices) including dates of applications and acceptance letters, and final decisions.
- Scholarship Applications

- Extracurricular Activities/Student Government
- Community Service
- Employment Record

NOVA Academy ECHS continues to adhere to the early college middle/high school mission and model by engaging students who are academically prepared, in college and high school courses simultaneously. Over the last few years the ECHS model has changed nationally, as community colleges have become more impacted, the availability of classes for high school students has been curtailed. NOVA Academy ECHS continues its commitment helping students experience college classes while at high school, and to better prepare them for post graduate life. During the 2012-13 school year, it is expected that over 100 students will attend college classes while attending NOVA Academy ECHS. To address this issue, NOVA Academy ECHS has increased the quantity and diversity of Advanced Placement and online college courses being offered onsite. Moreover, NOVA Academy ECHS continues to pursue partnerships with local colleges and universities.

Other Key Principles and Practices Integrated into the Design of the Educational Program at NOVA Academy Early College High School are:

- Demand high expectations and standards for students with regard to academics (i.e. local and state standards, pass college courses, pass high school exit exam, admission to college).
- Establish and publicize high expectations and standards for students as related to written and oral communication.
- Clear student behavior standards during classes and on, as well as, off campus.
- Readings are assigned and projects designed that connect students' identities
- Collaborative, student-centered, project-based, interdisciplinary curricula are implemented.
- Projects and assessments ask students to make meaning of knowledge, apply it and create or construct new knowledge.
- Career oriented classes and the internship component currently being developed help students build their own bridges between school and the world of work.
- Community service promotes future volunteerism and is a requirement for graduation from NOVA Academy ECHS.
- Students are comfortable using technology and a variety of media to gather information and present their learning.
- Class time is lengthened to 85 minutes to allow for in depth, sustained learning.

NOVA Academy ECHS's course of study shall meet 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.

NOVA Academy ECHS will share its expertise, experience, best practices, contacts, and other resources with any district interested in the NOVA Academy ECHS instructional practices.

Instructional Minutes and Calendar

The instructional minutes required for grades six through eight is 54,000, and 64,800 for grades nine through twelve, including actual passing time between classes, not to exceed 10 minutes for any one passing. Due to State budget cuts, the required number of instructional minutes has been decreased to 52,457 for grades 6-8 and 62,949 for grades 9-12 for the years 2013-14 and 2014-15. NOVA Academy ECHS will offer at least the required minimum number of instructional minutes. NOVA Academy ECHS will offer at least the minimum number of instructional days required for charter schools.

NOVA Academy ECHS's calendar and bell schedule are attached as Exhibit 9. Each year NOVA Academy ECHS will submit its annual calendar and daily schedule to Santa Ana Unified School District.

Independent Study

Independent study is provided as an alternative instructional strategy, not an alternative curriculum. Independent study students work independently, according to a written master agreement and under the supervision of credentialed teachers. Students continue to follow the Charter School-adopted curriculum and graduation requirements; independent study offers flexibility to meet individual student needs, interests, and styles of learning. The independent study program at NOVA Academy ECHS follows the guidelines set forth in the Education Code:

- *Charter schools shall comply with Education Code Section 47612.5 and Education Code Section 51745, et seq. to meet independent study requirements*
- *Independent study is only available as a voluntary option chosen by students and parents—students cannot be assigned to independent study.*
- *Independent study can be used on a short-term or long-term basis, and on a full-time basis or in conjunction with courses taken in a classroom setting. Classroom-based students may take some classes using independent study—often to solve scheduling problems.*
- *State law provides that the education students receive using independent study should be at least equal in quality and quantity to that offered in the classroom.*
- *For kindergarten through grade twelve, the ratio of independent study students to independent study teachers cannot exceed 25:1 or the ratio of classroom-based students to classroom-based teachers, calculated in terms of average daily attendance (ADA) in the largest unified school district in the county, whichever is larger.*

Family

One major component of the Early College High School model is providing an opportunity for students to experience a sense of belonging with classmates. NOVA Academy ECHS accomplishes this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon

enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students at NOVA Academy ECHS requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties. Family typically follows the weekly schedule below:

- Monday: Student grade check
- Tuesday: Journaling and discussion
- Wednesday: TRIBES community circle
- Friday: College pathways

Extended Learning Time

Students are given the opportunity to have before and after school assistance in order to provide support and understanding of concepts presented in their core classes. Teachers are available before and after school in order to tutor students who are having a challenging time with various concepts. Their extended learning time activities include:

- Learning to make use of academic skills centers at colleges
- Targeted intervention opportunities for students not meeting the standards both before and after school
- Tutoring in all math and English levels during class time and after school

Access to Technology

Access to Technology includes:

- Use of math and English software that are diagnostic tools and supplements to our standards-based math and English texts
- Individual support to targeted students using computerized tutorials that diagnose, provide support, and track progress
- Scientific calculators are progressively integrated into math instruction
- Two complete Dell computer labs to expand opportunities in all academic classes
- Incorporation of web-based programs which academically low-achieving students can access from home, public libraries or after school programs to obtain assistance with academic classes, CAHSEE preparation, and Independent Study.
- Access to computers if technology support is needed for a school project.

Accelerated Learning Interns

A partnership was formed with year with the UC Irvine Department of Psychology to recruit UC students taking upper division psychology classes in need of completing a field study project. These UC Irvine students are interviewed, fingerprinted, and trained to serve as Accelerated Learning Interns (“ALIs”). The ALIs’ individual academic strengths were noted and ALIs were placed in Charter School classes to serve as support for NOVA Academy ECHS students’ needs

as additional, personalized support. ALIs serve as individual tutors, mentors, and support for students in need of additional academic, organizational, and social support.

The following items are attached to the charter as Exhibits (corresponding numbers as listed): sample student portfolios (Exhibit 10); inventory of technology equipment and description of use (Exhibit 11); completed ISPs (Exhibit 12); Summer Blast and Summer Advantage materials (Exhibit 13); a syllabus/pacing plans, lesson plans, non-standardized assessments, summative standardized assessments, and rubrics for all core courses (Exhibit 14); and strategies aimed at increasing student achievement (benchmarks and analyses) (Exhibit 15).

MIDDLE SCHOOL PROGRAM

As stated above, as an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program. NOVA Academy plans to open the middle school by enrolling incoming 6th graders, and adding an additional grade each of the subsequent 2 years until the school has an enrollment of 6th, 7th, and 8th graders.

Middle School Planning

NOVA Academy continues to backwards plan the middle school program through the lenses of curriculum and instruction, staffing and professional development, enrollment, and operations to ensure a smooth roll out in 2014-15.

Curriculum and Instruction

When	What	Who
Feb 2013	Charter middle school visits	Leadership
March – June 2013	10 Lead teachers develop vertically aligned CCSS curriculum	Lead Teachers
Sept 2013	Complete middle school CCSS curriculum	Lead Teachers
Sept – Nov 2013	Create Summer Blast curriculum	Teachers
Jan – May 2014	Refine CCSS middle school curriculum	Teachers and Admin
June 2014	Summer Blast instruction begins	Teachers
Aug 2014	6 th grade middle schools with CCSS curriculum	All

Staffing and Professional Development

When	What	Who
Dec – May 2013	CCSS for ELA/Math for high school PD	OC Dept of Ed
Summer 2013	Middle school principal search	Leadership
Aug 2013	Identify middle school teacher needs	Leadership
Sept – Dec 2013	High school and middle school CCSS vertical alignment PDs	Teachers and Leadership
Dec 2013	Identify and fill principal position	Leadership

Jan 2014	Middle school principal starts working with High school principal	Principal
April 2014	Middle school teachers hired	Leadership
May 2014	CCSS Teacher week intensive program	Teachers and Leadership
May 2014	Middle school teachers participate in orientation and shadow days	MS Teachers
June 2014	Middle school teachers start with Summer Blast	MS Teachers
Aug 2014	NOVA Academy professional development retreat	MS and HS Teachers
Aug 2014 – May 2015	Ongoing CCSS and academic discourse PDs	MS and HS Teachers

Enrollment

When	What	Who
Dec 2013	Begin middle school outreach	MS Principal
Jan – March 2014	Community open houses	All Stakeholders
April 2014	Enrollment is completed	Staff
June 2014	Summer Blast starts	Students and Teachers
Aug 2014	School starts	All
Jan 2015	Community open houses for 15-16	All

Operations

When	What	Who
Dec 2013	Order curriculum, books, interactive content, and support materials	Leadership
March 2014	School layout and classroom layout complete	Leadership
April 2014	Classroom fixtures and furniture ordered	Leadership
April 2014	Master and bell schedules complete	MS Principal
May 2014	Handbook, policies, and procedures complete	MS Principal
July 2014	All classrooms ready	All

Middle School Academic Program

The three main components of the middle school program, explained below, include: backwards planning and data-driven instruction; nurturing, family-like environment, and constructivism and problem-based learning.

A. Backwards planning and data-driven instruction

There are three steps to this process:

1. Identify desired results: Starting with the Common Core State Standards and the goals of our learning community, teachers will determine a three-tiered hierarchical set of learning expectations:
 - a. Information and skills;
 - b. Knowledge; and

c. Enduring skills

2. Determine acceptable evidence: Teachers will select multiple forms of assessments (formative and summative) that can be used to provide evidence that objectives have been achieved throughout the unit of study. These include: publishers' end-of-unit curriculum tests, informal checks, observation/dialogue, standards based quiz/test, open-ended prompts, performance tasks, projects and presentations. At least one project/presentation per semester, in each subject area, will be required in light of research connecting assessment relevance to student engagement and achievement.
3. Data-Driven Instruction: Through multiple and varied assessments, faculty, along with the Principal, will review and assess their own instructional efficacy and develop and refine their instructional strategies to ensure that each and every student is meeting the defined criteria for academic success. Data will be collected through the implementation of a robust set of diagnostic and benchmark assessments that complement the state standardized test data (California Assessment of Student Performance and Progress ("CAASPP"), CELDT, etc.)

Data to analyze: Academic, behavioral, discipline, demographic

B. Nurturing, family-like environment

In alignment with our overarching goals and the Early College vision, a major component of our educational model is providing an opportunity for students to experience a sense of belonging with classmates. We accomplish this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties.

C. Constructivism and Problem-based learning

We believe that learning best occurs when instruction is student-centered and presented in a meaningful context that is relevant to students' lives and the diverse experiences they bring with them to school. In alignment with Early College principals, students engage and interact with their environment and world. The notions that there exists a fixed world that the learner must come to know, and that students are "empty vessels to fill" with knowledge, are inconsistent with what we now know about how learning actually occurs.

Students come to the classroom with prior knowledge that must be addressed if teaching is to be effective. If what students already know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.

The *means* by which students master the Common Core State Standards, and learn *how to learn*, however, are based largely on constructivist learning theory and standards based instruction. Constructivism provides the guiding principles for lessons, whether they are in the format of direct instruction or problem- based learning.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each individual student to ensure that each and every student meets our high expectations for standards mastery.

1. Seek and Value the Students’ Point of View.

Rather than presenting the same material to all students simultaneously without regard to students’ individual perspectives on the material, in constructivist classrooms, teachers start by asking about students’ understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students’ thinking.

2. Challenge Students’ Suppositions.

All students – indeed, all humans – approach each experience with a history of life experience that leads them to presume certain truths about how the world works. The task of the teacher is to support or contravene these suppositions as students master subject matter content. Teachers encourage students’ autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.

3. Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.

Relevance, meaning, and interest are not automatically embedded within subject areas or topics. Relevance emerges from the learner. So while all students in California seek to master the same content, constructivist teachers, acknowledging the central role of the learner, structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.

4. Build units of study around “big ideas” and interrelated concepts across curricular areas.

Rather than study isolated, disconnected topics with no real-world application or contextual relationship between discrete standards, our teachers will ensure that students see the ways in which different lessons relate and apply to other areas and “real life.” Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers will ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.

5. Assess student mastery in the context of daily instruction. School time will not be spent on distinct activities of learning and assessing, but rather, assessment will be embedded throughout the learning as students engage in dialogue and debate with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

Common Core State Standards Implementation and Curriculum.

NOVA Academy ECHS is currently working with the Orange County Department of Education in realigning and restructuring pacing guides and vertically aligning all 9-12th English and Math curriculum for the high school to begin implementation in 2013-2014. Moreover, our English and Math teachers have taken on a middle school grade and content to create and align with the Common Core State Standards. This process will be complete by May 2013.

Sample Problem-Based Learning Experience

8th grade: The NOVA Academy ECHS Middle School Cookbook

This cookbook brings together English and Science, two subjects that sometimes make for a challenging collaboration. Students write memoirs inspired by a treasured family recipe and explore the ways in which food can have cultural and emotional significance. While the eighth grade students study the molecular composition of nutrients and minerals in science, students study the elements of the memoir in English. Together, we will publish a cookbook of food-inspired memoirs, accompanied by chemical analyses of the recipes’ nutritional content. To celebrate the cookbook’s publication, students and teachers will organize a food fair. Each student will bring in the dish they wrote about in their memoir, and they invite many of the family members featured in their stories.

8th Grade Common Core State Standards	
English	Science
<p>WRITING 3.0</p> <p>Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.</p> <p>a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.</p> <p>b. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.</p> <p>c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts</p>	<p>8th GRADE SCIENCE 6.0 (current standards)</p> <p>Principles of chemistry underlie the functioning of biological systems. As a basis for understanding this concept:</p> <p>a. Students know that carbon, because of its ability to combine in many ways with itself and other elements, has a central role in the chemistry of living organisms.</p> <p>b. Students know that living organisms are made of molecules consisting largely of carbon, hydrogen, nitrogen, oxygen, phosphorus, and sulfur.</p> <p>c. Students know that living organisms have many different kinds of molecules, including small ones, such as water and salt, and very large ones, such as carbo-hydrates, fats, proteins, and DNA.</p>

<p>from one time frame or setting to another, and show the relationships among experiences and events.</p> <p>d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.</p> <p>e. Provide a conclusion that follows from and reflects on the narrated experiences or events.</p>	
<p>WRITING 4.0</p> <p>Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)</p>	<p>COMMON CORE LITERACY IN SCIENCE AND TECHNICAL SUBJECTS 10.0</p> <p>By the end of grade 8, read and comprehend science/technical texts in the grades 6–8 text complexity band independently and proficiently</p>

Summer Blast

Beginning in the summer of 2014 and continuing in subsequent years, incoming sixth grade students will participate in a transitional program called Summer Blast. The program is designed to ease the transition from elementary school to middle school. Summer Blast’s curriculum and activities will parallel the Summer Advantage program. The Summer Blast program will address the English, Math, and social/emotional needs of students. Attached as Exhibit 13, please find sample curricula, lesson plans, and activity schedules for Summer Blast.

Middle school course sequence

COURSES	Grade 6	Grade 7	Grade 8
English Language Arts	Reading Writing Literature	Reading Writing Literature	Reading Writing Literature
Mathematics	Math 6	Math 7/Algebra 1	Algebra 1/Geometry
Science	Earth Science	Life Science	Physical Science
History & Social Science	World History/Ancient Times	World History/Medieval Times	US History/Geography
Physical Education	PE	PE	PE
Academic Electives	Visual/Performing Arts Technology Math/Reading support	Visual/Performing Arts Technology Math/Reading support Foreign Language	Visual/Performing Arts Technology Math/Reading support Foreign Language
Family	6 th grade family	7 th grade family	8 th grade family

Interventions and Supports

Middle school students will take part in the LINK program two days a week. LINK is a 30-minute block at the end of the day where students are linked with teachers for additional instructional support to best prepare middle school students to transition to the Early College High School model. LINK is a key component of the Early College model and a critical resource for students to get additional help. Students who need additional support in any subject will participate in an extended day program where students receive additional help from teachers in the areas of most need. Extended day can also be used to fill knowledge gaps to bring students up to grade level and then increase Early College preparedness.

Intersection with our High School

Middle school students do not interact with the high school students on a daily basis. The middle and high schools will have staggered start and end times each day with the middle school starting 25 minutes after the high school each morning. This will also be true for lunch times. Students will have opportunities to interact through structured collaboration, peer mentoring, and events. This peer mentoring will focus on building relationships between high school and middle school students, creating buy-in to the Early College path and culture, and simply authentic mentors.

Middle School Schedules

Students will be enrolled in six courses each semester. On Mondays through Thursdays, those courses will be taught in two-hour blocks (each course is taken twice during those four days), and on Fridays, they will be taught in one-hour periods.

Typical Block Schedule		Typical Friday Schedule	
Block 1	8:15 – 10:15	Period 1	8:15 – 9:15
Block 2	10:20 – 12:20	Period 2	9:20 – 10:20
Lunch	12:20 – 12:50	Period 3	10:25 – 11:25
Family	12:50 – 1:20	Period 4	11:30 – 12:30
Block 3	1:25 – 3:25	Lunch	12:30 – 1:00
LINK	3:30 – 4:00	Family	1:00 – 1:30
Extended Day	4:00 – 4:30	Period 5	1:30 – 2:30
		Period 6	2:30 – 3:30

Weekly Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Block 1	Block 2	Block 1	Block 2	Period 1
Block 3	Block 4	Block 3	Block 4	Period 2
Family	Family	Family	Family	Period 3
Lunch	Lunch	Lunch	Lunch	Period 4
Block 5	Block 6	Block 5	Block 6	Family
	Link	Link		Link
				Period 5
				Period 6

Middle School Subjects CAASPP Tested

6th Grade	7th Grade	8th Grade
English Language Arts	English Language Arts	English Language Arts
General 6 th Math	General 7 th Math or Algebra 1	General 8 th Math Or Algebra 1
	Writing (March)	Science
	Physical Fitness Test (non CAASPP)	Social Studies

Development of Middle School Program (Progress Updates)

As NOVA Academy ECHS will not be serving middle school students until the second year of its renewal term, it will communicate regularly, quarterly (or as otherwise agreed upon by the Charter School and the District), with the District about the Charter School’s actual development of the middle school program. This communication shall include, but is not limited to, NOVA Academy ECHS’s development of curriculum and the provision of samples of program materials, rubrics and assessment materials to be used in the middle school grades.

HIGH SCHOOL PROGRAM

Preparation for College

NOVA Academy Early College High School is educating parents and students on how to navigate a roadmap to college. This is initiated during Parent and Student Orientations and continues throughout the students’ high school career. The Fall and Spring Parent Summits and our College Pathways series offer an array of college related topics throughout the school year. NOVA Academy Early College High School consistently offers opportunities for our students and their families to increase their knowledge regarding the transferability of high school courses and the eligibility of courses to meet college entrance requirements. Our students take courses that have been approved to meet college entrance requirements of the University of California (“UC”) and California State University (“CSU”). Students and parents are given a Course Sample Individual Student Plan with a customizable roadmap to college, which outlines high school classes NOVA Academy Early College High School students are expected to take each year from 9th through 12th grade. Attached as Exhibit 8, please find a sample ISP. Students are presented with the opportunity to take college courses, through a college, each semester. These courses are typically transferable to a UC or CSU and acceptable for credit Furthermore, parents are educated on the A-G requirements, GPA goals, and the types of colleges and universities in the State.

Transferability of Courses and Eligibility of Courses to Meet College Entrance Requirements

The Charter School notifies parents of the transferability of courses to other public high schools through: the Student and Parent Handbook (distributed annually at the beginning of each school year); and an in-person exit interview. The Charter School notifies parents of the eligibility of courses to meet UC/CSU college entrance requirements through the Student and Parent Handbook (distributed annually at the beginning of each school year). The Student and Parent Handbook is attached as Exhibit 16.

Common Core State Standards

NOVA Academy ECHS plans to roll out the Common Core State Standards at the start of the 2013-2014 academic year. To ensure a rigorous and aligned CCSS implementation plan, NOVA has outlined clear steps for the upcoming months for both English language arts and math.

When	What	Who
Dec 2012	CCSS Introduction PDs	OC Dept of Ed
Jan 2013	Smarter Balanced Assessment PD	OC Dept of Ed
Jan – Feb 2013	Knowledge level vs. Cognitive domain PDs	Teachers and Principal
March 2013	Analysis of current pacing guides and standards using the tri-state rubric	Teachers and Principal
March 2013	Digging deeper into CCSS PDs	OC Dept of Ed/Principal
April – June 2013	Creation of CCSS pacing guides and syllabi	Teachers
April – Aug 2013	Creation of CCSS lessons and benchmarks	Teachers
Aug – Dec 2013	CCSS implementation, reflection, revision PDs	Teachers and Principal
Jan 2014	CCSS Teacher semester one implementation debrief and action plan	Teachers and Principal
Jan – May 2014	CCSS semester two implementation	Teachers
May 2014	CCSS year one debrief, reflection, and action plans	Teachers and Principal
May – Aug 2014	CCSS Lesson updates, modifications, and additions	Teachers

CAHSEE Preparation

CAHSEE preparation begins in March of students' ninth grade year at NOVA Academy ECHS. Students take a Mock CAHSEE to determine areas of strength and growth and assess if a CAHSEE Preparation course is necessary during their 10th grade year. The CAHSEE prep courses are structured so students have access to two CAHSEE prep teachers specializing in English and Math to best meet their individual needs. The CAHSEE prep course creates a personalized instructional program to assess students' current skill level per strand and fill in knowledge gaps. Students also prepare for the CAHSEE by participating in a CAHSEE Boot camp covering test-taking strategies, time-management, and any knowledge gaps.

College Pathways

The College Pathways series is integrated into Family programming throughout the academic year for high school students. This series focuses on college related themes and educates our students in the various aspects in preparing for the college admissions process. Grade specific monthly calendars and checklists outline the various activities in which college minded students need to be engaged. Individual student plans (see Exhibit 8) are reviewed and updated quarterly highlighting each student's individual road map to college. Themes covered include writing effective essays, grants, loans, finding scholarships and virtual college tours to name a few. NOVA offers the opportunity to tour local universities and colleges along with visits to local college fairs several times throughout the academic year. Additionally, the College Pathways series extends into summer for students transitioning into their senior year, who meet the minimum criteria to apply to a four year state university directly from high school.

Summer Advantage

Summer advantage is a three-week program for all incoming 9th graders, and continuing 8th graders from the NOVA middle school. Incoming 9th graders who enroll at NOVA Academy before the summer receive Summer Advantage enrollment information in their home language, and the student is enrolled in the Summer Advantage program. Enrollment materials are printed in English and Spanish, and other linguistic needs are handled on a case-by-case basis as needed. Summer Advantage consists of English and math curriculum as well as team building and acclimation to the Charter School's Early College culture. Students have the opportunity to build relationships with all NOVA Academy ECHS stakeholders and learn the ins and outs of the Charter School so when the school year starts, students are ready for the first day of school. Finally, students participate in the creation of a cross curricular culminating project to be presented on the last day of Summer Advantage coupled with a celebration.

Graduation

Graduation is central to the accomplishments of every NOVA Academy ECHS student, and our goal is to shape and design a curriculum which allows students to achieve that end. See Exhibit 17 for detail of NOVA Academy ECHS graduation requirements, and University of California and California State University admission requirements.

Senior Exit Portfolio

The NOVA Academy Early College High School Senior Exit Portfolio is an additional requirement for NOVA Academy ECHS students. The Senior Exit Portfolio is a student-selected collection of work which represents his/her educational journey and includes reflections and achievements in academic studies, personal growth, and extracurricular activities. Furthermore, students are required to present and defend the work submitted in their portfolios to a review team made up of community leaders. As the student completes his/her high school years and continues towards future goals, this portfolio provides an authentic assessment tool for the student to evaluate his/her learning, for the staff to review programs/projects from the student's perspective, and for the school community to witness the demonstration of the ESLRs. Exhibit 18 provides greater detail about the Senior Exit Portfolio and Exit Interview, sample exit interview questions, and information on how to complete this collection of work.

In order to graduate, NOVA Academy ECHS students will meet Charter School graduation requirements and Santa Ana Unified School District academic standards. Students will graduate with a NOVA Academy ECHS diploma in addition to any other credential, diploma, or recognition NOVA Academy ECHS may choose to award its graduates.

Internships

NOVA Academy ECHS is developing its Internship Program. Research has shown that students who are involved in internships do much better in challenging high school and college courses. This may be because these activities add relevance to the educational experience, involve close relationships with helpful adults, and help students to see themselves in their desired positions in the future.

Internships also allow students to plan for the future. This focus on the future assists them with the development of their long term educational plans. Internships also add an important connection to the community. At NOVA Academy ECHS, as in many other early college high schools around the country, students use the Individual Student Plan to map out their educational plans. When students take responsibility for their own education, it allows them to develop a sense of ownership. As students and teachers and counselors work together, the Charter School develops a culture where all students are known and valued.

PROFESSIONAL DEVELOPMENT

Teachers attend various relevant conferences and professional development seminars designed to help them develop lessons that are beneficial to student learning. They attend professional development workshops hosted by the Orange County Department of Education, the Middle College National Consortium (specifically geared to Early College High School teachers), and various other agencies which are designed to help our teachers to learn research-based best practices in their teaching. Teachers additionally receive weekly professional development which gives them the understanding of best practices and sensitivity to serve our particular population. Furthermore, they attend workshops that teach the use of culturally relevant and culturally responsive practices and strategies which help teachers to make connections to the lives of their students using their prior knowledge. Our focus is for teachers in all subject areas to concentrate on reading and writing across the curriculum as they make the content come alive.

Professional development is provided by designated staff persons or experts who model the process of examining samples of student work to ensure students are mastering course content.

Professional development topics include:

- Annual, quarterly, and monthly goal setting with action plans
- Benchmark backwards planning
- Differentiation
- Understanding and teaching students with disabilities
- Motivating all students for excellence
- Checking for understanding
- NOVA signature practices

- Students standard trackers
- Exit slips
- Writing across the curriculum
- Rotational learning

ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES

Attached as Exhibit 29, please find the Charter School's [current](#) Board-approved Local Control and Accountability Plan ("[LCAP](#)"), which includes its annual goals and actions in the State Priorities.

[In accordance with Education Code Section 47606.5, on or before July 1, 2015, NOVA updated its LCAP, and each year thereafter NOVA 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.](#)

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

The High School Counselor and the Family teacher work to assure that each student has the tools and support necessary to achieve his/her goals. In addition to reviewing the student's Individual Student Plan, disaggregated data pertaining to that student is evaluated and a plan of action is set forth.

Academically low achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the CAASPP, CELDT, and CAHSEE tests. Other methods of identification are: teacher referral, failure to complete class work and/or homework assignments, poor grades on progress reports and/or report cards, and poor study habits. NOVA Academy ECHS students may also be identified because of severe difficulties in their homes which produce an atmosphere that is not conducive to studying.

Students are provided with an academic planner/calendar book. The students are instructed to write down their assignments and important information regarding the assignments and place them at the upper corner of their desks. Teachers pass through the classroom checking to see that students have completed this task. Parents or guardians are asked to check to see that the assignments are completed and initial the planners each day.

Students who are achieving below a 2.0 grade point average are on an Academic Probation or Improvement Plan and are assigned to our After School Intervention program which operates three day per week. Students meet with their classroom teachers and academic learning interns to receive assistance in the classes where they are having difficulty. They circulate weekly progress reports that provide vital information on their progress as well as giving teachers information for the planning of instructional strategies to meet their needs.

Prior to excluding a student for academic underperformance, NOVA Academy ECHS shall take reasonable actions to intervene on behalf of the student and hereby affirms that the Charter School will comply with student due process rights prior to removing a student from NOVA Academy ECHS. NOVA Academy ECHS will use an Academic Probation Program to raise the

performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student. (See Exhibit 16 for a description of due process afforded to academically underperforming students, which occurs over the course of at least one school year, included in the Student and Parent Handbook.)

Academic Probation provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Academic Probation Program is implemented in good faith. The Academic Probation Program shall be provided at no cost to the student.

English Language Strategies to Improve Achievement

Our aim is to ensure that each student is able to apply his/her language skills in all areas so he/she can achieve his/her academic goals. The population of NOVA Academy ECHS is 93% Hispanic, so the attainment of proficiency and comfort with the use of the English language is critical. Literacy across the curriculum means that specific strategies in English are used in every classroom. We use standards-aligned instructional materials and strategies such as:

- Supplemental appropriate leveled books that are standards based to provide differential instruction
- Standardized testing intervention program materials.
- Sustained Silent Reading Program using standards based materials.
- Library with a wide range of books and reading levels
- Continuous evaluation of students' reading with state textbooks and other standards-based reading materials.
- Differential instruction based on students' needs in each content area with a schoolwide focus on Writing across the Curriculum.

Mathematics Strategies to Improve Student Achievement

NOVA Academy ECHS math teachers use standards-based assessments and materials to instruct our students. Additionally, teachers incorporate benchmarks for mathematics into their instruction so that their pacing of the lessons and skills taught are in line with the state tests and the students' needs. Students receive extensive tutoring if necessary so that they can develop the skills needed to help them to become proficient in mathematics. Teachers work to create strategies to best meet the needs of individual students and to span the standards taught for each student's grade/math levels:

- Students are placed in math classes based on multiple measures including grades, CAASPP data, college placement test data, and teacher recommendation.
- Teachers will use benchmarks in the planning of their lesson to differentiate instruction and to re-teach as necessary.
- Professional development regarding connecting class content with standards and identifying standards daily in relevant terms and reference standard being taught
- Improve math instruction by developing teachers' capacity to provide differentiated instruction for diverse learners through intensive professional development.

- Supplemental math materials that are standards-based to provide differentiated instruction
- Teachers collaborate and use planning time to analyze student work and develop specific lessons tailored to the needs of low achieving students
- Regular analysis of samples of student work to ensure that students are mastering content standards for their math level
- Teachers will focus on conceptual as well as procedural knowledge as a means of further scaffolding math content standards. This works well for English Learners.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

NOVA Academy ECHS provides for the needs of its students who are academically high achieving in a variety of ways. The classroom teacher delivers instruction that provides appropriate levels of challenge for our advanced learners. The teacher is charged with doing a balancing act as he/she differentiates instruction to provide for qualitatively different depth and pace for the advanced learner, while at the same time providing appropriate lessons for all students.

Academically high achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the CAASPP and CAHSEE tests. Other methods of identification are: teacher referral, high grades on progress reports and/or report cards.

Teachers use a variety of strategies, always insuring that academic standards are met. Students are involved in independent projects that allow academically high-achieving students to go above and beyond while exploring a project that meets their special interest. The teacher acts as a facilitator, thereby allowing the student to discover information and become experts in their own right. Teachers also make use of Bloom’s Taxonomy, encouraging the advanced learner to focus in the levels of Analysis, Synthesis, and Evaluation. Teachers make an effort to identify the intelligences of each child by incorporating the Theory of Multiple Intelligences into their lessons. This further allows students to advance and achieve at the highest levels based on their own areas of intelligence.

In addition to these and other strategies in the classroom, advanced learners are engaged taking college classes. They are highly successful in their college classes, partially because these classes offer them a greater challenge, which gives them a sense of confidence and pride. It also gives them a sense of belonging to a college culture which assists and propels them toward planning for their short and long-term educational and life goals.

Advanced placement (“AP”) classes are another opportunity for high achieving students to earn college credit and to challenge themselves academically. Students who enroll in AP classes are encouraged to take AP tests in those subjects with the potential to earn college credits with a passing score.

The summer college pathways programs open to all college eligible incoming 12th graders includes SAT/ACT prep, and college/university admission and enrollment support. Students write personal statements, research colleges and universities, and receive counseling and support on which colleges to apply to.

PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (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 enrollment¹ and at least annually thereafter between July 1 and October 31st 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.

[All references in the charter petition to the CELDT will be understood by the Charter School and the District to mean the English Language Proficiency Assessments for California \(“ELPAC”\), when it replaces the CELDT.](#)

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the

¹ 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.

participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Strategies for English Learners

The programs materials and strategies to be developed, implemented, and administered may include:

- English Learners who have less than adequate development will receive daily designated instruction in English Language Development and/or Critical Reading courses.
- English Learners who have reasonable fluency in English (designated Intermediate) will receive daily instruction based on their language proficiency needs and grade level instruction in the core content areas.
- Supplemental materials will be used to provide supplemental services to EL students and for their intervention programs.
- Bilingual teachers will develop interventions for ELs who are not making adequate progress on the benchmarks.
- NOVA Academy ECHS will provide on-going professional development in the area of ELD instruction.
- The ELD teacher will work with the principal and other teachers to visit the EL student in their various classes The EL student shall be given instruction in conversational English and in academic language
- All of the teachers at NOVA Academy ECHS shall have had Specially Designed Academic Instruction in English ("SDAIE") strategies incorporated into their teacher training program.
- Teachers will coordinate EL testing and provide input on student placement within the curriculum.
- Principal and ELD teacher visit classrooms to monitor ELD instruction and to ensure that the academic needs of the targeted students are met.
- Academic achievement in the core subjects will be achieved through primary language support whenever necessary and possible.

Promoting parental and community participation in EL programs will be accomplished through the following:

- Parents will be informed of how the program will specifically help their student learn English taught by qualified teachers who are providing research based instruction.

- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student’s identification, placement, progress, and exit criteria will have translators available
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings
- Wrap Around, Family Preservation and the Foster Care system will provide additional services, which empowers parents of EL students to be an integral part of the Charter School and their community
- These organizations will assist NOVA Academy ECHS in connecting families with much needed educational and social services

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted 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.

PLAN FOR SPECIAL EDUCATION

The text below provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a Memorandum of Understanding (“MOU”) or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific MOU document being renewed/revised/modified and applicable law.

SPECIAL EDUCATION SERVICES / 504

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 individual education program and in compliance with the IDEA.

D. Section 504 and the Americans with Disabilities Act (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, Individual 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 Individual 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. Individual 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 Schools 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 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 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, and Charter School 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 NOVA Academy ECHS 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 NOVA Academy ECHS 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 NOVA Academy ECHS 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 day of invoice. If not fully paid the remaining amount or 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.

The Charter School reserves the right to make verifiable written assurances to become its own local educational agency for the purpose of special education.

NOVA Academy ECHS shall be deemed a school of the District for purposes of the provision of special education services unless and until it complies with the requirements of this paragraph. Should NOVA Academy ECHS 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 NOVA Academy ECHS would become its own LEA. Additionally, NOVA Academy ECHS must provide the District with final written notice that it has made a final decision to apply to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which NOVA Academy ECHS would become its own LEA, and, if this is the case, the Charter School will actually submit its application to join a SELPA by no later than February 1, and will use due diligence in the pursuit of a decision by the SELPA at the earliest possible opportunity. At the time NOVA Academy ECHS provides such final notice, the notice must include verifiable, written assurances that NOVA Academy ECHS 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 and that it will provide special education services in accordance with federal and state law. NOVA Academy ECHS will notify the District within two business days of receipt of a determination by the SELPA whether NOVA Academy ECHS has been accepted as an LEA member of a SELPA. At any time that NOVA Academy ECHS 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 NOVA Academy ECHS students, regardless of the school district of

residence of such students, and NOVA Academy ECHS shall be exclusively responsible for the coordination and provision of special education services to NOVA Academy ECHS students and for any and all other obligations of a school or school district relative to services for students with special needs.

III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

Governing Law: The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purpose 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. 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)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is 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)

Attached as Exhibit 29, please find the Charter School’s Local Control and Accountability Plan, which provides documentation of the alignment of pupil outcomes to the state priorities. The methods for measuring pupil outcomes will be consistent with the way the ~~school~~ School will report information on its school accountability report card.

NOVA Academy ECHS shall meet all statewide standards applicable to students in non-charter public schools and shall conduct all required pupil assessments pursuant to California Education Code Section 60605 or any other student assessments applicable to students in non-charter public schools.

The students of NOVA Academy ECHS will meet the academic standards as adopted by the State Board of Education.

It is the goal of NOVA Academy ECHS to create a school that motivates and assists all students in meeting or exceeding proficiency on state academic mandated tests. The administration and certificated staff of NOVA Academy ECHS will conduct an annual review of data to track progress toward goals, as measured by the State-Mandated Standardized Tests results and benchmark assessments in reading, writing, language proficiency and mathematics. The Charter School will align 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.

NOVA Academy ECHS will pursue the following measurable student outcomes. The outcomes will be measured as detailed in the table below:

Student Outcome	Methods of Measurement	Frequency of Measurement
It is the goal of NOVA Academy ECHS that 90% of students graduate.	Meet Charter School, SAUSD, and State graduation requirements	Annually
It is the goal of NOVA Academy ECHS to have 80% of its graduates attend 2 or 4 year colleges immediately after graduation.	Student college tracking survey, Post-Secondary follow-up information	Annually
It is the goal of NOVA Academy ECHS to meet or exceed its Academic Performance Index (“API”) growth target annually.	API scores	Annually
It is the goal of NOVA Academy ECHS to meet adequate yearly progress (“AYP”) annually.	AYP reports	Annually
It is the goal of NOVA Academy ECHS for 100% of all students to pass both sections of the CAHSEE by the end of their senior year.	CAHSEE Scores	Annually
It is the goal of NOVA Academy ECHS for 80% of all students to pass both sections of the CAHSEE on their first attempt.	CAHSEE Scores	Annually
It is the goal of NOVA Academy ECHS to increase student attendance rates and to meet or exceed 92% ADA.	Attendance data	Monthly
It is the goal of NOVA Academy ECHS to develop a strong network with Foster Care Agencies, Wrap Around, Family Preservation and Child Protective Services	Meetings with collaborative agencies Evaluations and surveys to collaborative agencies	Monthly

On or before December 7, 2012 NOVA Academy ECHS shall submit to the District Superintendent or the Superintendent’s designee, for review and approval, revised reasonably comprehensive descriptions of measurable pupil outcomes that include outcomes that address increases in pupil academic achievement both school-wide and for all groups of pupils served by NOVA Academy ECHS, as those terms are defined in Education Code Section 47605(b)(5)(B) and Education Code Section 47607(a)(3)(B), as revised by SB 1290. Such revised pupil outcomes shall be incorporated into this Charter and made a part hereof.

As NOVA Academy ECHS has grown, and now has numerically significant pupil subgroups, including Hispanic or Latino and participants in Free and Reduced Price Lunch. The Charter School anticipates that English Learners will also become a numerically significant pupil

subgroup, either this year or soon in the future. Academic goals and outcomes for the current year have been established in the chart below.

Group/Subgroup	2010-11	2011-12	2012-13 Goal	Growth
Schoolwide	715	713	718	5
Hispanic or Latino	707	709	714	5
Participants in Free or Reduced Price Lunch	709	713	718	5
English Learners	664	677	684	7

For the coming charter term, NOVA Academy ECHS has established the outcome that student academic achievement will increase, both schoolwide, and for all numerically significant pupil subgroups, by 5 points annually, as measured by the API.

To achieve these outcomes schoolwide and for numerically significant pupil subgroups, NOVA Academy ECHS will continue to develop and execute interventions and programs detailed in this document including: student success teams, response to intervention programs, core content learning labs, and accelerated learning intern support.

NOVA’s Academic Performance Index reflects our school's composite academic achievement from a variety of statewide assessments. The API includes student test results from the CAASPP and the California High School Exit Examination (“CAHSEE”). The subject areas include English Language Arts, Mathematics, Science, and History.

Participation rates on both CAASPP and CAHSEE continue to be near 100%. As the school continues to grow, we are able to gather more data and make better decisions based on student outcomes to ensure continued academic improvement.

Teachers use various forms of assessment to evaluate student performance, particularly the data from the CAASPP. Teachers discuss their concerns and collaboratively design individual solutions to help students achieve success. Teachers use these assessments to plan instruction and to specifically determine target students in each core class and formulate an academic plan for those students. Additionally, focus areas are determined and plans are developed so that each student moves toward proficiency and beyond. Mastery of subject standards is an ongoing process and is an additional indicator of student progress at each level. Teacher determined performance by local measures is very closely aligned with our CAASPP performance results.

In addition to having a curriculum that is designed to meet the needs of its targeted students, before and after school support classes are also available for students not working up to their potential. Research based interventions are used to address student deficiencies and there is ongoing monitoring of student outcomes in interventions to determine the effectiveness of such programs and strategies. Student progress is continually assessed throughout the year using formative and summative assessments and benchmarks, including other state tests such as CELDT and CAHSEE, teacher driven evaluations, and observations. NOVA Academy ECHS brings all resources to bear to help students master their state mandated grade level standards.

With the exception of the 2010-11 school year, academic outcomes have continually improved at the school as measured by API, CAHSEE and CST scores over the last 4 years. 10th grade

CAHSEE pass rates in math reached 90% for the first time in the 2011-12 school year. Overall proficiency rates continue to improve over the past 4 years.

API scores 2009-2012

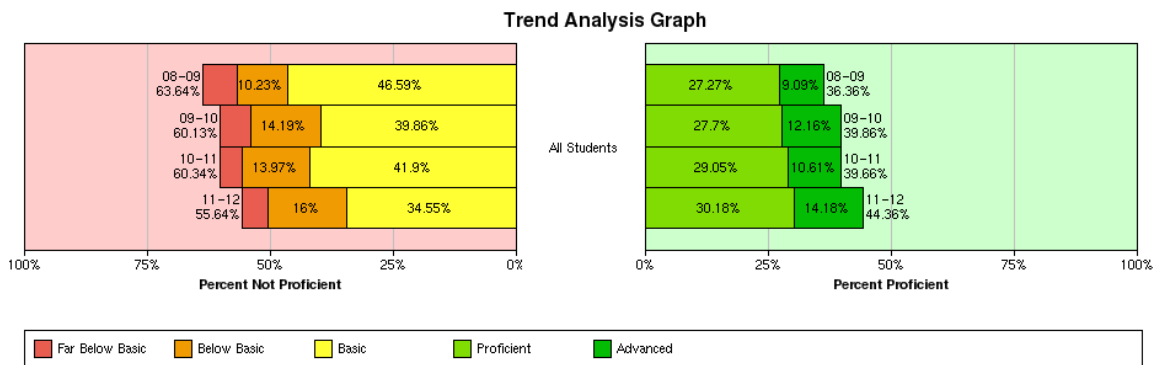
API Results				
	2008-09	2009-10	2010-11	2011-12
Base API	724	728	715	713

*Estimated API based on CST and CAHSEE results

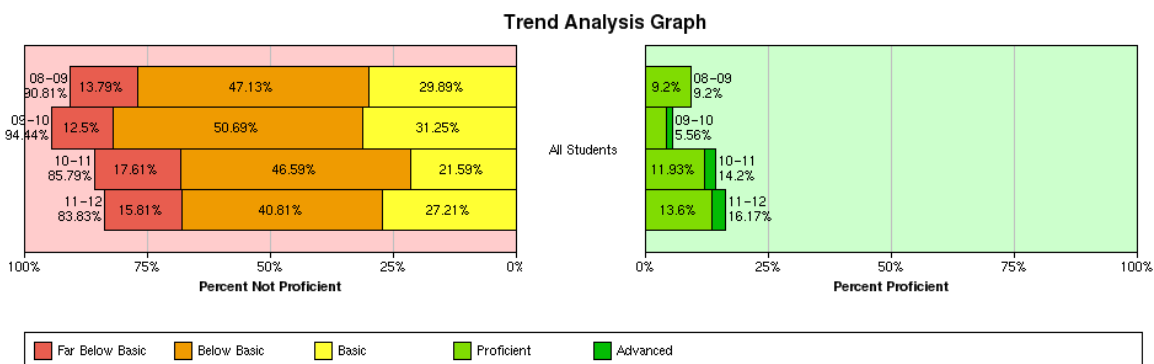
CAHSEE results 2009-2012

CAHSEE Results				
	2008-09	2009-10	2010-11	2011-12
English pass rate	73.00%	84.00%	87.00%	82.00%
Math pass rate	88.00%	84.00%	78.00%	90.00%
Average pass rate	80.50%	84.00%	82.50%	86.00%

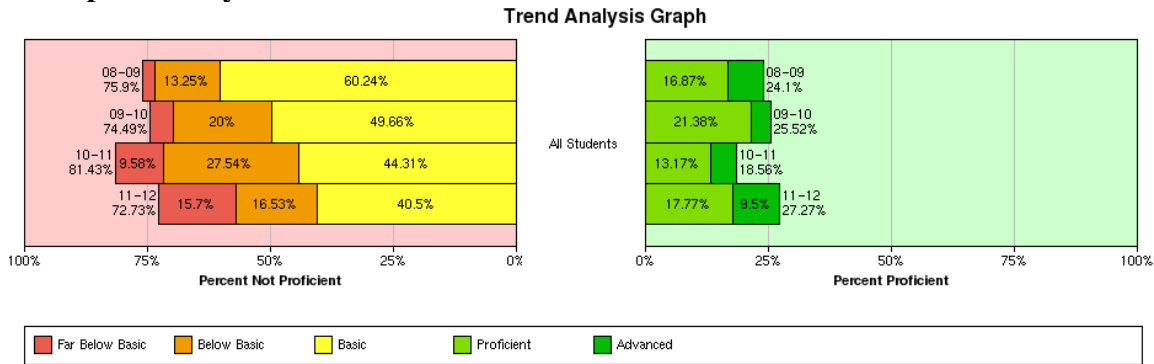
English Language Arts proficiency rates 2009-2012



Math proficiency rates 2009-2012



Science proficiency rates 2009-2012



METHODS OF ASSESSMENT

NOVA Academy ECHS will comply with state assessment requirements.

NOVA Academy ECHS uses various tools of assessment to evaluate the progress of its students. Formal assessment of students takes place on an on-going basis through progress reports prepared every 10 weeks and report cards distributed at the end of each semester. These assessments guide instruction and assist teachers in developing informal groups for students. At the end of each reporting period, the instructional staff looks at the data to determine if the students are meeting the standards for that grade level, and to assess their strengths and weaknesses. These evaluations are used to implement schoolwide teaching strategies designed to improve student achievement. The mandatory state standardized tests, CAASPP tests, are administered in the spring of each year, and this data is a valuable tool in guiding instruction. Teachers take the CAASPP testing data and determine which are the areas of greatest weakness for the students in their classes. Teachers differentiate instruction based upon students' abilities and needs.

NOVA Academy ECHS continually uses a blend of formative and summative assessments which consist of both standardized and non-standardized tests, addressing multiple levels of Bloom's taxonomy. Non-standardized individual assessments include, but are not limited to: free response questions, student portfolios, essays, speeches, etc. A number of school-wide non-standardized assessments are used, including, but not limited to: journaling and journal prompts, science fair projects. Each assessment provides data points for both teachers and students to analyze and make instructional decisions. Data from these assessments is analyzed by standard, objective, student, class, grade level, vertically, and school wide. Teachers use this formative and summative information to make decisions to remediate, provide more practice, and/or extend knowledge. Students use this data to take ownership over standard mastery, learning objectives, continual reflection, and practice to master all standards. Samples of non-standardized assessments and rubrics for quality, relevance, and adequacy are included in Exhibit 14, as mentioned above.

As stated above, the CELDT is also administered at the beginning of the year as required by law and gives us a clear indication of which students need specific assistance in their English language development. Specific instructional strategies and intervention programs are developed to address these needs for each student at NOVA Academy ECHS through each student's ISP.

Moreover, daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples. NOVA Academy ECHS will measure progress on an ongoing basis so parents/guardians and educators know how well students are performing. Progress is reported to parents/guardians through phone calls from the teachers, notices home (both positive and intervention), progress reports and report cards. Students also receive progress reports and grades from their college classes.

NOVA Academy ECHS shall take reasonable actions to intervene on behalf of a student who is in danger of not meeting outcomes. NOVA Academy ECHS may use an Academic Probation Program, included within the Student and Parent Handbook (Exhibit 16), to raise the performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student.

Sample Rubrics

Below is a sample rubric for English, Geometry, and Anthropology. Attached as Exhibit 14, please find additional sample rubrics for core content classes.

ENGLISH 9: Rubric: Narrative Essay

- 1. Prewrite/Brainstorm _____ / 5 points
- 2. Rough _____ Draft/Compose _____ / 10 points
- 3. Self Evaluation _____ / 5 points
- 4. Re-Write _____ / 10 points
- 5. Peer Edit _____ / 5 points

MLA Format

- Typed (4 points) Y I N
 - Correct Header (4 points) Y / N
 - Page Numbers (4 points) Y / N
 - Title (2 points) Y / N
 - Indented Paragraphs (2 points) Y / N
 - 12 Point Font <2 points) Y / N
 - Times New Roman Font (2 points)..... Y / N
- / 20 points

Final Copy _____ /50 points

- Spelling (no mistakes / few mistakes / many mistakes)
- Grammar (no mistakes few mistakes / many mistakes)
- Dialogue Used (yes / no)

- Was the story Clear? (yes / no)
- Did the author use vivid imagery? (yes / no)
- At least 2 pages long? (yes / no)
- 5 paragraphs (yes / no)
- Sentence Structure (no mistakes / few mistakes / many mistakes)

Comments: _____

Total / 100 points

GEOMETRY Rubric: Conditional Statement Storybook

Objective: To write and illustrate a children's book using a logical chain, similar to "If you give a pig a pancake"

Standard: 3.0 — Students construct and judge the validity of a logical argument and give counterexamples to disprove a statement,

Requirements:

- Story follows a logical chain with at least 10 conditional statements of which:
 - at least 2 connect so that the Law of Syllogism can be used,
 - At least one is the inverse, converse, or contrapositive of another
 - Story uses school appropriate storyline and language.
 - Book is neatly done and handwriting is readable.
 - Book contains colored illustrations.
 - Book is "bound" in some way, such as being in a report cover or folder, or by folding pages over and stapling them into a booklet.
 - Book should include a cover page (with the title and author).
 - You may work in groups of 2 or 3 to write your book.

CATEGORY	1	2	3	4
Conditional Statement Story	Story contains less than 6 school-appropriate conditional statements.	Story contains at least 6 school-appropriate conditional statements.	Story contains at least 8 school-appropriate conditional statements.	Story contains 10 school-appropriate conditional statements.
Logic	Less than 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive.	At least 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive.	At least 75% of the conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive.	All conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive.

Illustrations	Less than 50% of the pages contain colored illustrations.	At least 50% of the pages contain colored illustrations.	At least 75% of the pages contain colored illustrations.	All pages contain colored illustrations.
Timeliness	Story is turned in 3 days late.	Story is turned in 2 days late.	Story is turned in 1 day late.	Story is turned in on time.

Note: At least one member of your group must return this directions/rubric page to receive credit for your storybook.

This Project is due by _____

ANTHROPOLOGY Rubric: Cultures of the World

Student Name:
Grade:

CATEGORY	4	3	2	1
Organization	Information is very organized with well constructed paragraphs and subheadings,	Information is organized with well-constructed paragraphs.	Information is organized, but paragraphs are not well-constructed,	The information appears to be disorganized.
Amount of Information	All topics are addressed and all questions answered with at least 2 sentences about each.	All topics are addressed and most questions answered with at least 2 sentences about each.	All topics are addressed, and most questions answered with 1 sentence about each.	One or more topics were not addressed.
Quality of Information	Information clearly relates to the main topic. It includes several supporting details and/or examples are given.	Information clearly relates to the main topic. It provides 1-2 supporting details and/or examples are given.	Information clearly relates to the main topic. No details and/or examples are given.	Information has little or nothing to do with the main topic.
Sources	All sources (information and graphics) are accurately documented in the desired format.	All sources (information and graphics) are accurately documented, but a few are not in the desired format.	All sources (information and graphics) are accurately documented, but many are not in the desired format.	Some sources are not accurately documented.
Notes	Notes are recorded and organized in an extremely neat and orderly fashion.	Notes are recorded legibly and are somewhat organized.	Notes are recorded, but not organized.	Notes are recorded only with peer/teacher assistance and reminders.

Paragraph Construction	All paragraphs include introductory sentence, explanations or details, and concluding sentence.	Most paragraphs include introductory sentence, explanations or details, and concluding sentence.	Paragraphs included related information but were typically not constructed well.	Paragraphing structure was not clear and sentences were not typically related within the paragraphs.
Diagrams & Illustrations	Diagrams and illustrations are neat, accurate and add to the reader's understanding of the topic.	Diagrams and illustrations are accurate and add to the reader's understanding of the topic.	Diagrams and illustrations are neat and accurate and sometimes add to the reader's understanding of the topic.	Diagrams and illustrations are not accurate OR do not add to the reader's understanding of the topic.

USE AND REPORTING OF DATA

NOVA Academy ECHS has taken several steps to plan and develop methods of collecting, analyzing, and using disaggregated data to drive instruction, improve student achievement, and aid in the improvement of the decision-making process at our school. NOVA Academy ECHS's staff works collaboratively for the purpose of analyzing and disaggregating the CAASPP testing data. We also use the data from CELDT and from the CAHSEE. The results of these combined types of data help to drive the instruction at our school. The staff extracts specific information from the testing data and determines the most common areas of weakness and or deficiency in our instruction. Teachers use this combined data to help guide their instruction and focus on specific strategies to eliminate the student's gaps in learning. The small class sizes at NOVA Academy ECHS teachers differentiate instruction to meet the diverse needs of their students.

NOVA Academy ECHS faculty uses standards based and relevant questions that address the areas of weakness in our students. These questions are used, in conjunction with standards based Pacing Guides, to plan and augment standards-based instruction in all classes across the curriculum. We have worked to completely maximize the capabilities of the DataDirector program, which allows staff to input testing and other such data into the system to be disaggregated and utilized to improve instruction.

In addition, NOVA Academy ECHS collects attendance data through the AERIES software program. Accurate and timely maintenance of attendance is critical at NOVA Academy ECHS because the population of students we serve is generally plagued with issues of poor attendance and punctuality. As a result of the disaggregated attendance data, parents are notified in a consistently timely manner as to the punctuality and attendance of their students. AERIES provide data on students who have exceeded the maximum number of allowable tardies, and gives information verifying when and why they were tardy. This allows our NOVA Academy ECHS staff to provide corrective measures to help students modify their behavior.

NOVA Academy ECHS shall provide the District, on an annual basis, 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.

IV. GOVERNANCE STRUCTURE

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)

NON-PROFIT PUBLIC BENEFIT CORPORATION

The Charter School is a directly funded independent charter school, operated by NOVA Academy, a California Nonprofit Public Benefit Corporation, pursuant to California law upon approval of this ~~charter~~ [Charter](#).

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 [may be](#) 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 Exhibit 19, please find the NOVA Academy Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

BOARD OF DIRECTORS

The Charter School will be governed by the NOVA Academy Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The NOVA Academy Board will have at least five (5) and not more than twenty (20) directors. All directors shall be designated by the Board. All directors are to be designated at the corporation’s annual meeting of the Board of Directors. Each director shall hold office unless otherwise removed from office in accordance with NOVA Academy’s bylaws for one (1) three (3) year initial term, with one (1) three (3) year renewal option if designated by the Board.

~~In accordance with~~ [The District Governing Board reserves its right pursuant to](#) Education Code Section 47604(b), ~~the District may appoint~~ [to have](#) a representative ~~to sit~~ on the [NOVA Academy Board of Directors](#), and if the District Board chooses to exercise this right, ~~the such~~ representative shall be solely of the District’s choosing. Any District representative ~~appointed pursuant to Education Code Section 47604(b) to the NOVA Academy Board~~ shall serve solely at the District Governing Board or designee’s discretion and may serve an unlimited number of consecutive terms. The [NOVA Academy](#) 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 ~~appointee pursuant to Education Code Section 47604(b)~~ [representative](#) and such ~~appointee representative~~ shall serve at the pleasure of and be removed only by the action of the District Governing Board or designee. If the District chooses to ~~do so,~~ [the appoint a representative to the NOVA Academy Board, the NOVA Academy](#) Board shall

appoint an additional ~~director~~ Director as necessary to ensure that the Board of Directors is maintained with an odd number of Directors.

The NOVA Academy Board of Directors will be responsible for:

- ~~Hire~~Hiring, ~~supervise~~ supervising, ~~evaluate~~ evaluating, ~~discipline~~ disciplining, and dismissal of the Executive Director of the Charter School.
- Approving and monitoring the implementation of general policies of the Charter School. These will 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 and budget revisions.
- Acting as fiscal agent for NOVA Academy ECHS. This includes the receipt of funds for the operation of the Charter School. According to the Bylaws of NOVA Academy ECHS, which are included in Exhibit 19, "The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board."
- Ensuring compliance with applicable state and federal charter school laws and the receipt of state, federal and private 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.
- 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 and Bylaws, and this charter necessary to ensure the proper operation of the Charter School.
- Preparing and submitting semi-annual (mid-year and end of the year) reports to the District regarding NOVA Academy's progress in implementing this Charter, the Memorandum of Understanding, (if applicable), and other specific matters as the District Board requests.

The current list of NOVA Academy ECHS Board Members along with the organizational chart is located in Exhibit 20.

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 the purposes for which schools are established.

Notwithstanding any conflict in the NOVA Academy Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of ~~the Charter School and~~ NOVA Academy and its Board ~~when conducting any of the business of or related to the Charter School of~~ Directors shall comply with all laws controlling charter schools. ~~The Charter School and~~ NOVA Academy 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 laws and prohibitions, including prohibitions applicable to California non-profit corporations and/or California charter schools. By the terms of this Charter, ~~the Charter School and NOVA Academy when conducting any of the business of or related to the Charter School are~~ NOVA 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 ~~the Charter School and~~ NOVA ~~Academy~~ 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. NOVA Academy has adopted a conflict code which complies with these requirements. (See Conflicts Code in Exhibit 19.) As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

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 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.

Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, practices, or terms of any collective bargaining or other agreement of NOVA Academy ECHS, the provisions of this Charter shall prevail. 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~~ Articles or Bylaws which conflicts with or is inconsistent with the requirements of ~~this~~ the Charter shall be deemed a violation of this Charter, and the Bylaws shall provide that in the case of such a conflict the NOVA ~~Academy~~ Board of Directors shall take prompt action to revise the Articles or Bylaws to make ~~the Bylaws~~ 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~~ or terms of any collective bargaining agreement or other agreement of NOVA ~~Academy ECHS~~, the provisions of this Charter shall prevail.

NOVA ~~Academy ECHS~~ 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 NOVA ~~Academy ECHS's~~'s governance structure and/or Charter, NOVA ~~Academy~~ 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 NOVA ~~Academy~~ 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). ~~Provisions of this Charter which are being approved as part of the material revisions in September 2014 which require corresponding revisions to the Bylaws shall be deemed approved by the District and NOVA Academy ECHS; and NOVA Academy ECHS may proceed with such revisions to the Bylaws without seeking separate approval from the District Superintendent. NOVA Academy ECHS shall make such revisions by no later than October 16, 2014, to make the Charter and Bylaws consistent, and shall provide a copy of the revised Bylaws to the District Superintendent within three days of their adoption. NOVA's Bylaws shall be revised to reflect these procedures for revision to the Bylaws.~~

NOVA 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 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 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.~~

CHARTER SCHOOL LEADERSHIP

President and Founder

The NOVA Academy President and Founder is responsible for overseeing the overall operations of NOVA Academy and advocates and represent NOVA Academy ECHS in the community. This position is currently held by Dr. Donald Verleur. At such time as Dr. Verleur no longer holds this position, its title will be modified to "President."

- The primary staff person to whom NOVA Academy Board of Directors delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the organization, and oversees organization personnel practices.
- Provides leadership and sound fiscal management for the organization and shall ensure that the corporation maintains comprehensive financial records.
- Advocates and represents the organization in community at events and with associations serving youth.
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the corporation/agency facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County, and other agency regulations governing education of students. Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.

Executive Director

The Executive Director is responsible for overseeing the overall operations of NOVA Academy ECHS. The NOVA Academy Board of Directors delegates authority for the overall administration of the Charter School's operations to the Executive Director. The Executive Director provides leadership for the effective functioning of the Charter School and oversees all operations. He/she advocates and represents the Charter School in the community at events and with associations serving youth. The Executive Director also provides leadership and supervision in ensuring agency compliance with all Federal, state, county and other agency regulations governing education of students. The Executive Director's responsibilities include, but are not limited to:

- Hire and dismiss all employees of the Charter School.
- Develop plan in overseeing all facility growth and expansion needs.
- The primary staff person to whom the President and Founder delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the agency, and oversees agency personnel practices.
- Provides leadership and sound fiscal management for the agency and shall ensure that the corporation maintains comprehensive financial records.

- Advocates and represents the organization in community at events and with association serving youth
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the organization, facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County and other agency regulations governing education of students.
- Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.
- Provides direction and leadership with grants, community partners and school districts.
- Oversee Marketing, Fundraising and Grant Proposals.
- Ensure educational instructional minute requirements are met.
- Responsible to ensure timely and accurate completion of Multi-Year Budget and Cash Flow Summaries.
- Responsible to oversee Independent Financial Audits.
- Oversee adherence to school safety policies.
- Act as the NOVA Academy representative with the California Charter Schools Association, and other outside groups.
- Ensure department and academic goals are met.
- Oversee WASC Accreditation.

Director of Charter Schools

The Director of Charter Schools is responsible for the overall functioning of the school site programs of all NOVA Academy charter schools, including educational, therapeutic and facility management. He/she prepares and monitors school budgets and is responsible for ensuring that the Charter School meets its budget. The Director of Charter Schools oversees all annual compliance reports for the NOVA Academy charter schools, including but not limited to the attendance reports, CBEDs, SSID, ConApp, SARC, and any other state or federal agency report. He/she provides a narrative of financial reports for the Board of Directors. In addition, this position ensures that the atmosphere and resources to facilitate professional growth for employees is achieved. The Director of Charter Schools is under the direct supervision of the Executive Director. The Director of Charter Schools's responsibilities include, but are not limited to:

- Oversee overall functioning of school site programs; including educational, therapeutic and faculty management.
- Prepare and monitor school site budgets and assure that school sites meet or exceed their budgets.
- Evaluate, discipline, train and supervise principals, with input from Executive Director.
- Assist in hiring decisions of Charter School employees.
- Provide atmosphere and resources to facilitate professional growth for employees. Ensure that appropriate professional growth opportunities are provided to all Charter School personnel.

- Attend regularly scheduled meetings with Executive Director and other NOVA Academy administration.
- Oversee all Title One compliance regulations.
- Oversee all Single Plan for Student Achievement/SARC/WASC reports and update plans when due to the California Department of Education.
- Make sure all curriculum needs are ordered for each school year.
- Develop and oversee the collaboration with site principals all WASC applications, renewals and compliance.
- Oversee all Highly Qualified staff for No Child Left Beyond laws and regulations.
- Set all academic score objectives, monitor progress toward those goals and make adjustments to programs as needed.
- Provide assessment data and school data on each site.
- Oversee that all state testing mandates and regulations are being adhered to at each site.
- Develop recruitment plans and events with the school site principals and administrative staff.
- Ensure that all school sites are in compliance with regulations of the Education Code, the California Department of Education, IDEIA, Charter School Regulations, and ECHS Regulations.
- Oversee all annual compliance reports for charter schools (including, but not limited to: CALPADS, P1, P2, Annual reports, district reports and updates).
- Ensure that all school sites adhere to school policies and procedures.
- Develop and implement new programs as directed by the Executive Director.
- Consult and offer recommendations for campuses in as requested.
- Perform other duties as assigned by the Executive Director.

Principal

The Principal is responsible for administrating all facets of the daily operations of the Charter School. He/she is the administrative leader of the Charter School, supervising and evaluating of all site personnel. All areas pertaining to curriculum, instruction, student assessment, staffing facilities, student welfare, attendance, discipline, community relations, recruitment and student activities are all under the supervision of the principal. The Principal's responsibilities include, but are not limited to:

- Responsible for all areas pertaining to curriculum, instruction, student assessment, staffing, facilities, student welfare, attendance, discipline, community relations, and student activities.
- Principal will be the administrative leader of the Charter School; lead in supervision and evaluation of all site personnel.
- Interpret and implement state and District-approved curriculum guidelines, as appropriate.
- Act as liaison with Santa Ana Unified School District.
- Supervise the instructional program.
- Develop all schedules, registration procedures, and testing programs.
- Work with the counselor in addressing student issues.
- Coordinate interviewing and hiring teachers and support staff.
- Provide assistance to those teachers whose performance is in need of improvement;

- Assist in formulation of Charter School policies.
- Supervise implementation of Charter School policies and procedures.
- Maintain campus as a safe and productive environment for students and staff.
- Serve as liaison between the Charter School and community groups; provide visionary leadership in school reform and shared decision-making.
- Maintain contact with resource agencies.
- Be sensitive to the diverse needs of students, parents and staff.
- The Principal must have the ability to maintain the high standards achieved by a committed learning community; communicate information in a positive tone; and complete other duties, as needed and assigned.

SCHOOL SITE COUNCIL

The School Site Council at NOVA Academy ECHS was developed through our WASC accreditation application process.

The School Site Council is composed of parents, teachers, students, an administrator, staff, and a community person. The purpose is to monitor and review the mandates of the Single Plan for Student Achievement. The School Site Council ensures that the Charter School is in compliance with its plan and is accountable for the Title I funding NOVA Academy ECHS receives. The School Site Council also works with the principal to develop, review, and evaluate Charter School improvement programs and school budgets. The members of the School Site Council are generally elected by their peers. For example, parents elect the parent representatives and teachers elect teachers.

NOVA Academy ECHS's School Site Council makes decisions and advises the principal on the Charter School budget and the academic and/or school improvement plan.

In addition to academic planning, the School Site Council gives input on decisions about parent engagement, safety and discipline.

Over the course of a year, a typical School Site Council may consider the goals of the Charter School or the District and then work with the principal to evaluate the Charter School's progress toward those goals. In this evaluation, the School Site Council might consider Charter School test scores, attendance and discipline records, parent surveys, and input from students.

Upon reviewing the Charter School's progress, the School Site Council and the principal create a plan for improvement for implementation at the Charter School level (called the Single Plan for Student Achievement). This plan might involve a new academic program, staff member, or parent outreach strategy.

The School Site Council at NOVA Academy ECHS is more than a committee; it has an obligation to make decisions that will best serve the whole Charter School community. In fact, the School Site Council is specifically charged with finding ways to close gaps in achievement between groups of students.

PARENTAL AND COMMUNITY INVOLVEMENT

NOVA Academy ECHS believes in the principles of the early college initiative which are based on the premise that there must be involvement of all stakeholders for the Charter School's total

success. There is a “family” atmosphere at NOVA Academy ECHS. Parents and guardians are partners in the education of their children given the premise that school, home, and community must work together to provide the highest quality education possible for their students. Communication with parents is paramount and they are involved not only in their child’s academic education, but also in his/her social activities.

The counselors on staff at the Charter School also provide valuable resources to students and families. Not only does the Charter School give families information, it also helps to link families to available community resources.

Every year before Thanksgiving, a family feast for students, parents and invited community members is held. Parents/guardians join with the administration of NOVA Academy ECHS to provide a full Thanksgiving meal for our students and guests. This is so important because it is the only Thanksgiving meal that many of our students will have.

In addition, at various times during the year, the Charter School offers an array of activities (i.e. spring picnic, Kermes, Career Day, etc.) where the parents and community members provide assistance and support for the success of the activity. A Multicultural Day is held where parents and the community are involved in providing workshops on various cultures. This is a wonderful opportunity for students to learn about many cultures other than their own. This will, hopefully, help to bring about unity in our community. Moreover, student research projects on selected cultures are an outgrowth of this event.

The parents and guardians of NOVA Academy ECHS are involved in a Parent Advisory Council, (“PAC”) which is an association of parents who wish to become an integral part of the functioning of the Charter School. The PAC meets twice monthly in order to keep abreast of the current academic, and social events at NOVA Academy ECHS. The PAC assists Charter School administrators with information pertaining to community outreach to parents/guardians of students at NOVA Academy ECHS. Though the NOVA Academy ECHS Administration is responsible for the implementation and outcome of programs and strategies utilized in the classroom, the PAC is also used as a sounding board for strategies and programs that are being considered. The PAC is also where ideas and plans for fundraising are discussed and implemented.

Additionally, monthly parent meetings are held to convey information about Charter School homework policies, grading policies, college requirements, GPA calculation, programs, upcoming events, college information, changes to Charter School policies, code of conduct and other requirements of the classroom teachers and of the Charter School in general.

When problems arise or there is an immediate need to speak with a parent, it is easy to make a call home. Letters, school newsletters and flyers are also sent home to parents and we consistently make the effort to have this information translated into Spanish or other languages as needed. We have hired several full-time bilingual (English-Spanish) administrative assistant who provides translation services which enables our parents and guardians to communicate regularly with our staff. They also receive notices, letters, and personal phone calls from both the bilingual administrative assistant and our Spanish speaking teachers, encouraging them to attend our Parent Advisory Council meetings and important school events. It is important that

NOVA Academy ECHS parents and guardians play an integral part in our school improvement, so they are involved with administrators, teachers, and students in this on-going process.

Twice a year, we host a Parent Summit. The purpose of the Parent Summit is to provide parent information and education (e.g. FAFSA, Internet safety, college readiness, sex education, teen issues, parenting the 21st century child). A survey is conducted to determine the topics that parents are interested in and then used to set the agenda accordingly.

IV. HUMAN RESOURCES

QUALIFICATIONS OF SCHOOL EMPLOYEES

Governing Law: The qualifications to be met by individuals to be employed by the school. -- California Education Code Section 47605(b)(5)(E)

NOVA Academy ECHS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities who believe in the instructional philosophy outlined in NOVA Academy ECHS's mission and vision. In accordance with Education Code Section 47605(d)(1), NOVA Academy ECHS shall be nonsectarian in its employment practices and all other operations. NOVA Academy ECHS shall not discriminate against any individual on the basis of race, religion or religious creed, color, national origin, age~~ethnic group identification~~, gender~~ancestry~~, disability, ~~or physical disability~~, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, or military and veteran status, or any other basis prohibited by law. All employees shall receive a background clearance in accordance with Education Code Section 44237 and tuberculosis clearance before commencing employment.

Staff Employment

NOVA Academy ECHS will select all school staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at NOVA Academy ECHS. 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 NOVA Academy ECHS. NOVA Academy ECHS shall have the authority to terminate the position in accordance with the terms of that agreement.

NOVA Academy ECHS employees shall have the option to join, or not to join, any collective bargaining unit they choose.

[Should the provisions of any NOVA Academy ECHS policy conflict with a collective bargaining unit agreement, NOVA Academy ECHS policy will prevail absent any other agreement with the bargaining unit to the contrary.](#)

Santa Ana Unified School District may collaborate with the Charter School to announce transfer opportunities and to provide descriptions of position openings in a timely fashion.

The Charter School may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

QUALIFICATIONS

Attached, as Exhibit 21, please find job descriptions, including qualifications for employment, for the: assistant teacher, college counselor, Director of Charter Schools, Director of Counseling, Executive Director, President, and Principal. Employment qualifications are as follows:

President and Founder

Required Qualifications:

- A philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or Related Field.
- Minimum 10 years experience in the education field.
- Excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 10 year of Management and Leadership.

Executive Director

Required Qualifications:

- Must have a philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or related field.
- Possess a minimum seven years experience in the education field.
- Possess excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 5 years in Management/Leadership.
- Chief Business Officer Certification
- Charter Management Certification

Desired Qualifications:

- Administrative Services Credential

Director of Charter Schools

Required Qualifications:

- Master or Doctorate Degree in Education or related field.
- Previous administrative/supervisory experience in an educational setting.
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Ability to intervene in a physical way during crisis situations with minors up to 18 years of age.

Desired Qualifications:

- California Administrative credential.
- Experience with Charter School laws and regulations and the Early College High School Initiative.
- Experience in working in the therapeutic milieu.

Principal

Required Qualifications

- Masters Degree in Education Related Field
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Experience in managing or supervising staff
- Excellent Time Management Skills
- Good Attention to Detail

Teachers

As required by Education Code Section 47605(1), core, college-prep teachers in the Charter School will be required to hold a California Commission on Teacher Credentialing ("CCTC") certificate permit, or other document equivalent to that which a teacher in other public schools would be required to hold. They are also required to be CLAD or BCLAD certified upon completion of their CCTC certificate permit in order to serve English Learners.

Additionally, the applicable highly qualified requirements of the No Child Left Behind Act shall be followed.

NOVA Academy ECHS 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), 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 NOVA Academy ECHS.

Non-Certificated Instructional Support Staff

NOVA Academy ECHS is supported with Title I, Part A funds; therefore, the No Child Left Behind Act of 2001 requires employed paraprofessionals to have the following qualifications:

- Completed at least two years of study at an institution of higher education, or obtained an associate's (or higher) degree, or met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment -- knowledge of, and the ability to

assist in instructing reading, writing, and mathematics (or readiness in those subject areas).

- The California State Board of Education has determined that, for purposes of these requirements, "two years of study" is defined as 48 semester units; that the type of coursework for completion of those units is determined locally; and that the development or selection of an assessment also is a local decision.
- Each local educational agency shall also ensure that all paraprofessionals working in programs supported with Title I, Part A funds, regardless of their hiring date, have earned a secondary school diploma or its recognized equivalent.

Business/Financial Professional

NOVA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of NOVA. Such services may be provided either by an employee of NOVA or by a consultant (or consultant group) hired by NOVA. 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.

RETIREMENT SYSTEMS

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)

The NOVA Academy Board has contracted with the Orange County Department of Education to set up STRS and/or PERS for qualifying employees. Non-certificated employees also contribute to Social Security and 403(b) plans are an option for non-certificated employees who choose not to participate in the PERS. All employees at NOVA Academy ECHS will retain all previously vested rights in their respective retirement systems, including but not limited to STRS, PERS and Social Security. The Executive Director is responsible for ensuring that appropriate arrangements for coverage are made.

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)

NOVA Academy shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"). NOVA Academy shall comply with the EERA.

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. – California Education Code Section 47605(b)(5)(M)

No person shall be required to work at NOVA Academy ECHS. All former Santa Ana Unified School District employees who gain employment at the Charter School have return rights to SAUSD only as granted by the District subject to conditions in District policies, procedures, and collective bargaining agreements, and in Education Code Section 44931 or its equivalent, as it may be revised from time to time.

HEALTH AND SAFETY

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. – California 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. The complete set of health and safety policies is available at the Charter School site. Personnel Policies and Procedures are attached as Exhibit 22.

The following is a summary of the health and safety policies of the Charter School:

Safety Manual

NOVA Academy ECHS has developed further health, safety, and risk management policies in consultation with its insurance carriers and risks management experts. NOVA Academy ECHS has an Emergency Disaster Procedure and Emergency Exit Plan, attached as Exhibit 23, which addresses issues that pertain to staff as well as student safety.

NOVA Academy ECHS will comply with all applicable safety laws.

Procedures for Background Checks

Employees and contractors of the Charter School are 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 NOVA Academy 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.

Employee Handbook

NOVA Academy ECHS has developed an employee handbook which delineates the policies and procedures regarding employment at the charter school. These policies will be reviewed on an ongoing basis. Revisions to these policies will be submitted to the District annually. Attached as Exhibit 22, please find the NOVA Academy ECHS Personnel Policies and Procedures.

First Aid and CPR Training

All staff is required to have been trained in First Aid and CPR. In addition, all staff is properly trained in universal precautions and blood-borne pathogens as well as other safety precautions in order to safeguard themselves and children against any unnecessary exposure to hazardous materials. First Aid kits are required to be stored and maintained in every vehicle that transports students. First aid kits are also stored and maintained in each classroom at NOVA Academy ECHS.

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. Reporting procedures are shared with staff each year at the opening professional development training.

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.

Immunizations

The Charter School will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

Vision/Hearing/Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter 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.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board shall establish 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.

School Facility Safety

NOVA Academy ECHS will assess its school buildings for structural safety, using the existing state, county and city standards. NOVA Academy ECHS, 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. [NOVA 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. NOVA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually \(or more frequently if required by law or the fire marshal\) 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.](#)

Drug Free/Smoke Free Environment

NOVA Academy ECHS shall maintain a drug and alcohol and smoke free environment.

Comprehensive Sexual 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, [gender](#), [gender identity](#), [gender expression](#) 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) [as well as comprehensive policies to address any type of discrimination, harassment, or bullying](#). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's ~~sexual harassment policy~~ [adopted policies and procedures](#).

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)

The following section of this charter provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a MOU or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

Disputes between NOVA Academy ECHS and the District

If the District determines that a violation of the Charter, 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~~ 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 Section shall not be interpreted to impede or act as a prerequisite 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. ~~2.~~ If the violation or issue in question does not constitute a severe and imminent threat to the health or safety of pupils and the District has not already decided to commence revocation procedures as provided in Step 2, 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 ~~under no circumstances will~~ the meeting shall 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 NOVA Academy ECHS representative will be the Executive Director or the Executive Director’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 ~~34.~~ Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School 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. ~~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.

In the event of a dispute raised by the ~~charter school~~ Charter School against the District over the terms of the ~~charter~~ Charter, the ~~charter school~~ Charter School shall put the dispute in writing to the Superintendent or ~~designees~~ designee, and the District Superintendent, or ~~Designee~~ designee shall meet with the Principal and President of the Charter School to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and the Charter School, with the costs of the mediator to be split by both parties.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. Parents, students, board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School’s policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or District’s oversight obligations to the Charter School for resolution according to its internal dispute resolution process.

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 NOVA for resolution according to NOVA’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 NOVA for resolution according to NOVA's internal dispute resolution process. Should the District receive a complaint regarding NOVA that is referred to NOVA for investigation and/or resolution, NOVA shall provide the District with updates regarding NOVA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that NOVA'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.

V. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES

STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission requirements, if applicable. — California Education Code Section 47605(b)(5)(H)

NOVA Academy ECHS 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. NOVA Academy ECHS shall not charge tuition.

Pupils will be considered for admission without regard to 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).

To be admitted, NOVA Academy ECHS students will:

- Complete an application packet
- Participate in an in-person, individual entrance interview with an administrator
- Provide a birth certificate (if available)
- Provide an immunization record
- Provide an essay in which students answer questions about why they are interested in attending NOVA Academy Early College High School
- Provide a copy of a transcript from the last school attended
- Sign, together with parents(s) or guardians, agreeing to comply with Charter School policies and procedures.
- Complete and sign all required enrollment forms

No student will be denied admission to NOVA Academy ECHS based upon the content of the above information, and no student will be denied admission if documentation from state or educational agencies is not available.

The individual entrance interview with an administrator gives the potential student and family an opportunity to share the student's interests, academic journey, goals, and specific needs with the Charter School. The interview is used to give the student and parent insight and information about the Charter School and the early college model. The interview also gives each family an opportunity to ask questions or get clarification on any potential questions they may have about any aspect of NOVA Academy ECHS. Admission to NOVA Academy ECHS is not influenced by or based on individual student interviews; these are simply opportunities for families to get to know the Charter School on an individual basis.

NOVA Academy ECHS shall admit all students who wish to attend the NOVA Academy Early College High School, and who submit a timely application, unless the Charter School received a

greater number of applications than there are spaces for students, in which case, with the exception of existing students of the Charter School (who are guaranteed admission for the following year), each application will be given equal chance of admission through a public random drawing process. 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, except as provided in Education Code Section 47605(d)(2). Preference in the public random drawing shall be extended as follows:

- Siblings of existing students
- Children of employees of NOVA Academy ECHS
- Students residing in SAUSD

The highest admissions preference, that of siblings, helps the Charter School maintain its target demographic.

Under no circumstance 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. NOVA Academy ECHS 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.

Details of the Admissions Policy and Process are included in Registration Packet, attached as Exhibit 24 and will specify the evaluation process and the minimum skills/experience required if any.

RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve 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)

The philosophy, policies, and procedures of NOVA Academy ECHS shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population reflective of the territorial jurisdiction of the District. All students will be considered for admission, accepted for admission, and retained in the Charter School without regard to 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—), fluency in English, parent income/education level, or association with an individual who has any of the aforementioned characteristics).

The following methods have been employed to pursue a racial and ethnic balance that reflects the general population residing within the territorial jurisdiction of Santa Ana Unified School District:

- Posting information regarding the Charter School in Spanish, with other languages available upon request;
- Visiting different community groups, centers, and organizations that are representative of a cross-section of the community;
- The development of promotional and informational material that appeals to the varied racial, ethnic and socioeconomic populations represented in the community;
- The organization of and participation in, outreach meetings that include prospective students and parents of varied racial, ethnic and socioeconomic backgrounds;
- The distribution of promotional and informational packages to a broad variety of community groups and agencies that serve various racial, ethnic and socioeconomic groups within the community.

A report on the progress of recruitment will be provided to the District and to the Board of NOVA Academy ECHS prior to, and at the conclusion of the open enrollment period for each school year.

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. --California Education Code Section 47605(b)(5)(L)

Choosing to enroll at NOVA Academy ECHS is entirely voluntary; no student may be required to attend the Charter School. Students who choose not to attend the Charter School may attend school within their school district of residence according to local district policy or at another school district or school within the District through the local district's intra and inter-district policies. Parents and guardians of each student enrolled in the Charter School will be informed on enrollment forms that the students have 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 the Charter School, except to the extent that such a right is extended by the local education agency.

SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which students can be suspended or expelled. California Education Code Section 47605(b)(5)(J).

[Compliance with the procedures set forth in this section of the Charter and its exhibits shall be the only process for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School.](#)

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 Executive Director'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 of 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 terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- 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, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to 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 acts 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 creation and transmission originated on or off the schoolsite, 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 Executive Director 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 Executive Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be expelled 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 of 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.~~

k) ~~h~~ Knowingly received stolen school property or private property.

l) ~~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.

m) ~~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.

n) ~~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.

o) ~~p~~ Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

p) ~~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.

q) ~~r~~ Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or

her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- | r) ~~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.

- | s) ~~t)~~ Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- | t) ~~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.

- | u) ~~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 acts 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 creation and transmission originated on or off the schoolsite, 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.

v) ~~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).

w) ~~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 Executive Director or designee’s concurrence.

4. Non -Discretionary Expellable Offenses: Students must be expelled 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 Executive Director 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 Executive Director or the Executive Director’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 Executive Director or designee.

The conference may be omitted if the Executive Director 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 may 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 Executive Director or Executive Director'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 Executive Director 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 should 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 Executive Director 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 person or panel 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 person or panel 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 person or panel 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 person or panel 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, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the 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 Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and 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 Executive Director 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 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 Executive Director 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 Executive Director 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 Executive Director 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 of 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.

VI. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

BUDGETS AND CASH FLOW

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)

See Exhibit 25 for a detailed operational budget, including a multi-year budget projection and cash flow, budget assumptions, and fundraising award letters. These documents are based upon the best data available to NOVA Academy ECHS at this time.

NOVA Academy ECHS shall communicate with the District and provide documentation, records and/or updated financial projections regarding the Charter School's fiscal operations, budgeting and cashflow in a manner consistent with the District's Charter Petition Financial Review Checklist, at no less than budget adoption, first interim report, and second interim report.

FINANCIAL REPORTING

NOVA Academy ECHS shall provide reports to the District as follows, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- 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 sent to the District, State Controller, State Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year.

INSURANCE

~~The following sections of this charter were submitted by Santa Ana Unified School District and are the requirements for insurance coverage:~~

NOVA/NOVA Academy 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. NOVA/NOVA Academy'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 NOVA/NOVA Academy's right to operate as a charter school pursuant to this Charter or cause NOVA/NOVA Academy to cease operations until NOVA/NOVA Academy 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 ~~the this~~ Charter ~~School's indemnification and/or the defense, indemnity, and hold-harmless obligations of NOVA/NOVA Academy~~, throughout the life of the Charter, ~~the Charter School-NOVA/NOVA Academy shall pay for and maintain in full force and effect with an insurance company(s) 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- A or A-VII~~" ~~in by A.M.~~ Best Insurance Rating Guide, or ~~through, in the case of self-insurance,~~ with a California Joint Powers Authority, ~~the following policies of insurance~~ a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY ~~INSURANCE~~ insurance and/or coverage, which shall include coverage for: ~~contractual~~ "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, ~~corporal punishment sexual abuse/molestation, and sexual misconduct and harassment coverage, for bodily injury and property damage liability insurance~~ with combined single limits of not less than \$~~2,000,000~~ 5,000,000 per occurrence and \$10,000,000 in the aggregate. Additionally, ~~the Charter School shall procure excess liability~~ 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 ~~and,~~ non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person, ~~per occurrence and property damage liability limits of not less than \$500,000~~ and per occurrence.

WORKER'S COMPENSATION ~~INSURANCE~~ insurance and/or coverage, as required by ~~the California Labor Code~~ applicable law, with not less than statutory limits.

PROPERTY ~~AND FIRE INSURANCE~~ insurance and/or coverage, which shall be provided to protect include: (a) ~~Real Property, against risk of direct loss, commonly known as Special Form~~ 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 ~~the Charter-NOVA/NOVA Academy. If any Santa Ana Unified School.~~ ~~If any~~ District property is leased, rented or borrowed, it shall also be insured by ~~the Charter School-NOVA/NOVA Academy~~ in the same manner as (a) ~~and (b) above,~~ (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."

~~ERRORS AND OMISSIONS INSURANCE, in an amount not less than \$20,000,000. All of the Charter School's insurance required by the Charter or this MOU (i) shall name the~~ 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 ~~insured’s; (ii) shall contain no special limitations on the scope of protection afforded to District and insureds;~~ (b) shall insure Santa Ana Unified School District and Santa Ana Unified School District Personnel; ~~(iii) to the same extent as NOVA/NOVA Academy;~~ (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 NOVA/NOVA Academy’s~~ insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with ~~it, despite any terms therein to the contrary;~~ ~~(iv) the primary insurance and/or coverage to be provided by NOVA/NOVA Academy;~~ (d) shall be on an “occurrence” basis rather than a “claims made” insurance basis, ~~with the exception of excepting only~~ educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and ~~(v)~~ shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of ~~the insurer’s liability;~~ liability set forth in the applicable policy or memorandum of coverage.

~~Each of the Charter School’s insurance policies~~ 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, ~~canceled~~ 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~~ 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-NOVA/NOVA Academy~~ 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 ~~such insurance policy or policies~~ 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 ~~above required~~ insurance ~~does not serve to~~ and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of ~~the NOVA/NOVA Academy or of any~~ insurer or ~~the Charter~~ joint powers authority to the Santa Ana Unified School ~~to the~~ District.

Each policy of insurance ~~policy~~ and/or memorandum of coverage required by 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.

~~The Charter~~ NOVA/NOVA Academy shall provide to the Santa Ana Unified School District with duplicate originals of each policy of insurance policies and original endorsements effecting and/or each memorandum of coverage required by this MOU 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 no later than within thirty (30) days after execution of this MOU 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 for each insurance policy required by this provision shall be signed by a person authorized by that the insurer and/or joint powers authority to bind coverage on its behalf. (See Exhibit 26 for copies of insurance policies.) The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall not in no way be construed as a limitation on Charter School's obligation to indemnify the District and of the obligation(s) of NOVA/NOVA Academy to defend, indemnify, and hold harmless the Santa Ana Unified School District and the Santa Ana Unified School District Personnel.

~~The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney's fees shall not reduce the amounts available under the limits of liability under those respective policies.~~

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 NOVA/NOVA Academy 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 or self-insured retentions~~ 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.

~~The Charter School~~ NOVA/NOVA Academy shall promptly respond to all inquiries from the District regarding claims against the Charter School and/or its outstanding insurance liability. Santa Ana Unified School District regarding any claims against NOVA/NOVA Academy and/or any obligation of NOVA/NOVA Academy under the foregoing provisions of this Charter.

Additionally, NOVA/NOVA Academy 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.

~~All of the District's insurance required by the Charter or this MOU (i) shall name the Charter School and its Board of Directors, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District~~

~~Personnel”) as additional insured’s; (ii) shall contain no special limitations on the scope of protection afforded to Charter School or Charter School Personnel; (iii) shall be primary insurance, notwithstanding any terms to the contrary therein, and any insurance or self-insurance maintained by the Charter School and/or Charter School Personnel shall be in excess of the District’s insurance and shall not contribute with it, despite any terms therein to the contrary; (iv) shall be “occurrence” rather than “claims made” insurance, with the exception of educators’ legal liability insurance; and (v) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.~~

~~Each of the District’s insurance policies shall be endorsed to state that coverage shall not be suspended, 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 Charter School by U.S. mail, certified, or by personal delivery. In addition to such notice provided to Charter School by the insurer, the District shall also provide Charter School with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any such insurance policy or policies.~~

~~The acceptance by the Charter School of the above required insurance does not serve to limit the liability or responsibility of the insurer or the District to the Charter School under the indemnification provisions above.~~

~~Each insurance policy shall be endorsed to state that the insurer shall waive all rights of subrogation against the Charter School and Charter School Personnel.~~

~~The District shall furnish Charter School with duplicate originals of insurance policies and original endorsements effecting coverage required by this MOU which shall be received by Charter School no later than thirty (30) days after execution of this MOU. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on District’s obligation to indemnify the Charter School and/or Charter School Personnel as described above.~~

~~The limits of liability described above shall apply only to indemnity available under the respective policies. Defense costs and attorney’s fees shall not reduce the amounts available under the limits of liability under those respective policies.~~

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the school are to be provided. – California Education Code Section 47605(g)

The Charter School will contract for back office business services, including but not limited to: accounts payable, accounts receivable, budget, cash flow projections, monthly financial reports, human resources, payroll, PERS and STRS reporting, Information Technology (“IT”), property maintenance services, and marketing and advertising and fund development.

SCHOOL FACILITIES

The Charter School shall be located at one site within District boundaries. ~~Currently~~To start the 2015-2016 school year, NOVA Academy ECHS is located at ~~2609-1010 W. 5th-17th Street, Santa Ana, CA-92703, 92706.~~ (See Real Estate Lease attached as Exhibit 27). The floor plan for the Charter School is located within the lease, in Exhibit 27. NOVA Academy's Home Office, which houses administrative functions only and no Charter School activities, is located at 920 W. 17th Street, Suite D, Santa Ana, CA 92706.

The Charter School ~~may seek~~seeks to relocate to a different site within the District's boundaries ~~during the renewal term, which is tentatively scheduled to open for operations before June 30, 2016.~~ (If the Charter School is unable, for any reason, to move into the new facility, it plans to remain at 1010 W. 17th Street, and will immediately notify the District accordingly.) The new facility is located at: 500 W. Santa Ana Blvd., Santa Ana, CA, 92701. The new facility is a four story building featuring 17 classrooms, a large dedicated patio, a student lounge, library, registration, and full floor of administrative offices. The property brochure, which includes floor plans, and the Purchase Sale Agreement are attached as Exhibit 30. In this event, NOVA Academy ECHS will follow all applicable laws and District requirements regarding the relocation.

Any change to the location of the NOVA Academy school site (including expansion onto neighboring properties or the addition of satellite locations) shall constitute a material revision to this Charter and such material revision shall be requested from and approved by the District Governing Board in accordance with Education Code Section 47605, 47605.1, and 47607 prior to any change or expansion.

TRANSPORTATION

Transportation to and from school is the parental responsibility for families who choose to attend NOVA Academy ECHS, except as required by law for students with disabilities in accordance with a student's IEP or in compliance with the McKinney-Vento Homeless Education Assistance Act or any other transportation mandated by law.

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. – California 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, and 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 NOVA Academy Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. 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 annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The financial officer, along with the audit committee and relevant Charter School administrators, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. 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 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, NOVA Academy ECHS shall bear the cost of the audit.

Attached as Exhibit 28, please find the 2010-11 independent financial audit of NOVA Academy ECHS.

CLOSURE PROTOCOL

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. California Education Code Section 47605(b) (5)(P)

School Assets

The following procedures (“Closure Protocol”) shall apply in the event NOVA ceases to be a charter school or otherwise closes, regardless of the reason for closure. In addition to the following procedures, NOVA 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 NOVA as a charter school operating pursuant to this Charter shall be documented by official action of the NOVA 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 (and all appeal rights and legal remedies have been

exercised), the NOVA Board votes to close NOVA, or the Charter lapses. In the event of a Closure Action, NOVA shall implement the following steps:

- A. ~~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~~ NOVA shall identify an entity and person ~~or persons~~ (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 NOVA 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. NOVA 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. NOVA shall provide written notification of the Closure Action and the effective date of closure of NOVA to the California Department of Education, the Orange County Department of Education, NOVA's SELPA, and the retirement systems in which NOVA's employees participate by registered mail within 72 hours of the Closure Action.
- E. On closure, NOVA shall remain solely responsible for all liabilities arising from the operation of the Charter School.

~~The Board of Directors will promptly notify parents and students of the Charter School, the District, the 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.~~

- E. ~~The Board will ensure that the notification to the parents and students of the Charter School of the closure provides~~ NOVA Board shall ensure notification to the parents and students of NOVA of the closure and provide 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.~~ 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. ~~As applicable, the Charter School-NOVA~~ will provide parents, students and the ~~District-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 NOVA if NOVA 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 ~~their-next school~~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. ~~§ 1232g.~~ Section 1232g. ~~The Charter School-NOVA~~ 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~~do so, ~~the Charter School shall work with~~NOVA will ask 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 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, NOVA shall prepare final financial records. NOVA shall also have an independent audit completed by an independent auditor who meets the requirements to perform NOVA's annual audit, as described above, 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 NOVA's annual audit as set forth in Element 9 of this Charter. In the case that NOVA 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 NOVA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by NOVA shall be the responsibility of NOVA and not the District. NOVA understands and acknowledges that NOVA will cover the outstanding debts or liabilities of NOVA. Any unused monies at the time of the audit will be returned to the appropriate funding source. NOVA 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 NOVA 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 NOVA 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, NOVA 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 NOVA 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.

~~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 qualified Certified Public Accountant 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.~~

~~On~~ 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, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another public educational entity~~ 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 of District or District~~ property will be promptly returned to the District upon the Charter School's closure ~~to the District~~. 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 NOVA 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 NOVA's right to operate as a charter school pursuant to this Charter or cause NOVA to cease operation. NOVA 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 NOVA 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.

~~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 Exhibit 15~~ 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 NOVA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by NOVA would be unemployed and would have to seek employment elsewhere.

INFORMATION EXCHANGE

NOVA Academy ECHS agrees to permit the District to inspect and receive copies of all records relating to the operation of NOVA Academy ECHS, including financial, personnel, and pupil records. NOVA Academy ECHS shall promptly comply with all such reasonable written requests in accordance with Education Code Section 47604.3. 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 NOVA records is not based on the CPRA, but is based on the District's oversight role over NOVA.

FUNDING

Direct Funded Charter School Status

NOVA Academy ECHS will act as its own fiscal agent and will receive the maximum revenue provided by law. The Charter School will meet all funding conditions and requirements imposed by city, state and federal mandates. The Charter School receives funding directly from the State California through the County Office of Education in accordance with applicable law.

Any loan program, grant, or other funding which NOVA Academy ECHS obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for NOVA Academy ECHS'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 (if applicable). NOVA Academy ECHS and the District will abide by a joint public funding plan and proactive legislative advocacy plan detailed in the Memorandum of Understanding (if applicable). NOVA Academy ECHS will secure guarantors for any loans pursued prior to the date the Memorandum of Understanding (if applicable) is finalized.

NOVA Academy ECHS may secure funding without the pre-approval of the District.

SAUSD will cooperate as necessary with NOVA Academy ECHS for the Charter School to receive funding from new or "one-time" funding sources available to charter schools if NOVA Academy ECHS is eligible under State criteria. NOVA Academy ECHS will also receive funding from related legislation to the extent that NOVA Academy ECHS and its students generate such entitlements. The Charter School shall have all rights pursuant to Education Code Section 47636 to negotiate for a share of operational funding from the services described therein.

NOVA Academy may accumulate financial reserves and revenues in excess of expenditures without limitation. It may invest its reserves according to NOVA Academy Board policies.

The District shall charge NOVA Academy ECHS for supervisory oversight of NOVA Academy ECHS up to any maximum permitted by law (currently described and limited in Education Code Section 47613). NOVA Academy ECHS 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.

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.

External Grants

NOVA Academy ECHS 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.

VII. IMPACT ON THE DISTRICT

Governing Law: Potential civil liability effects, if any, upon the school and upon the District – California Educational Code Section 47605(g).

This section is intended to fulfill the terms of California Educational Code Section 47605(g) and provides information regarding the potential civil liability effects of NOVA Academy ECHS on the District.

NOVA Academy ECHS 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 Service Code and California Revenue and Taxation Code Section 23701d. The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the California Educational 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. 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, Charter School and District shall enter into a memorandum of understanding, wherein indemnity of the District for the actions of the Charter School under this charter shall be agreed upon.

The corporate bylaws of Charter School shall provide for indemnification of the NOVA Academy Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

Insurance amounts will be determined as stated above.

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.

INDEMNIFICATION

With the exception of the District's indemnification obligations related to the District's **provision 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, [NOVA](#)/NOVA Academy 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 NOVA/NOVA Academy, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other NOVA/NOVA Academy appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of NOVA/NOVA Academy in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under ~~the~~this Charter and/or in any way related to the operation or operations of NOVA/NOVA Academy or of any other facility, program, or activity. The obligations of NOVA-NOVA Academy 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, ~~demand~~demands, ~~action~~ actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be ~~construed~~ constructed to obligate NOVA/NOVA Academy 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 NOVA/NOVA Academy shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

NOVA/NOVA Academy further specifies and agrees that its indemnification, defense, and hold harmless obligations pursuant to this Charter ~~include the obligation and duty~~ extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

NOVA/NOVA Academy’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 NOVA-NOVA Academy’s right to operate as a charter school pursuant to this Charter or cause NOVA/NOVA Academy 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. NOVA 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, NOVA 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 NOVA'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.

VIII. OTHER CHARTER ELEMENTS

CHARTER TERM AND RENEWAL

~~The District Governing Board took action at its meeting of November 13, 2012, to approve renewal of NOVA Academy ECHS's Charter as revised and set forth in this written document, for a renewal term of five years, July 1, 2013 through and including June 30, 2018. The revised terms of this Charter (as set forth herein) shall go into effect immediately upon approval of renewal of the NOVA Academy ECHS Charter by the District Governing Board, and shall be in full force and effect for the term of the Charter renewal.~~

~~NOVA Academy ECHS~~ NOVA may submit a request for renewal of its Charter between October 1, 2017 and January 31, 2018, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding ~~NOVA Academy ECHS's'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. ~~NOVA Academy ECHS~~ 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 NOVA) and the documents specified below, has been submitted to the District ~~Office's Charter School Financial Officer, or other District official mutually agreed to between NOVA and the District~~, 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. ~~NOVA Academy ECHS~~ 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 ~~NOVA Academy ECHS~~ 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.

NOVA 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 NOVA'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 NOVA Academy 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.

INSPECTIONS

SAUSD may inspect or observe any part of NOVA Academy ECHS at any time, but shall endeavor to provide reasonable notice to the Director of Charter Schools or Principal of NOVA Academy ECHS 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 obligation. Inspection, observation monitoring, and oversight activities may not be assigned or subcontracted to a third party by SAUSD without the mutual consent of the NOVA Academy Board, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

MATERIAL REVISIONS

Material revisions to this charter must be approved by SAUSD in accordance with Education Code Section 47607. The District shall review any proposed revisions to determine if they are material.

SEVERABILITY

~~If any provision or any part of this charter is for any reason held to be invalid and/or unenforceable, or contrary to public policy, law, or statute and/or ordinance, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.~~

OVERSIGHT FEE

NOVA shall pay an annual oversight fee to the District at the maximum rate permitted by law (currently described and limited in Education Code Section 47613). NOVA 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 cost of oversight costs.

DEBTS AND OBLIGATIONS

NOVA Academy ECHS 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.

NOVA Academy ECHS 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 NOVA Academy ECHS's sole responsibility.

NOVA Academy ECHS shall require that the following language is included in any and all contracts entered into by those entities:

NOVA Academy Early College High School and/or NOVA Academy, Inc. 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 NOVA Academy Early College High School and/or NOVA Academy Inc.'s sole responsibility.

Business and Operations Management

NOVA 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 NOVA and/or the NOVA Academy corporation including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. NOVA shall also maintain its own separate and distinct bank account(s), and NOVA'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 NOVA shall submit financial reports for NOVA Academy ECHS as a distinct LEA and have audits performed on the financial statements of NOVA Academy ECHS. In areas where overlap in purchasing or resource allocation might occur between NOVA Academy ECHS and any other school(s) or entities that might be operated by or associated with the NOVA Academy corporation, NOVA 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. In no event shall NOVA 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 NOVA 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 NOVA Charter School authorized pursuant to this Charter will be maintained and expended for the educational benefit of the students at this School.

Should the NOVA Academy corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the NOVA Academy ECHS school authorized pursuant to this Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, NOVA shall provide to the District a calculation of all costs projected to be shared between NOVA Academy ECHS and any other NOVA 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, NOVA 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 NOVA Academy ECHS's financial records and reviewed as part of NOVA Academy ECHS's annual fiscal audit.

INDEPENDENT ENTITY

NOVA Academy ECHS and NOVA Academy, Inc., 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 NOVA Academy ECHS/NOVA Academy, Inc. 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 NOVA Academy ECHS and/or NOVA Academy, Inc.

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.

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	8/21/2015 2:28:56 PM
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Sources	
Original Document	[#13322147] [v1] NOVA Academy-Material Revision SAUSD Approved 090914 CLEAN.docxDMS Information
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Comparison Statistics	
Insertions	267
Deletions	186
Changes	137
Moves	38
TOTAL CHANGES	628

Word Rendering Set Markup Options	
Name	Change Bars
<u>Insertions</u>	
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Inserted cells	
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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
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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

NOVA Academy Early College High School



Charter Renewal Petition
July 1, 2013 - June 30, 2018

Material Revision Submitted June 26, 2014
Material Revision Submitted August 12, 2015

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 it 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.

<i>1. Affirmations/Assurances</i>	<i>page v</i>
<i>2. The Educational Program</i>	<i>page 12</i>
<i>3. Measurable Pupil Outcomes</i>	<i>page 35</i>
<i>4. Methods to Assess Pupil Progress towards Meeting Outcomes</i>	<i>page 35</i>
<i>5. Governance Structure of School</i>	<i>page 40</i>
<i>6. Employee Qualifications</i>	<i>page 48</i>
<i>7. Health and Safety Procedures</i>	<i>page 51</i>
<i>8. Means to Achieve Racial/Ethnic Balance Reflective of District</i>	<i>page 58</i>
<i>9. Admissions Requirements</i>	<i>page 57</i>
<i>10. Independent Financial Audit</i>	<i>page 78</i>
<i>11. Pupil Suspension and Expulsion</i>	<i>page 59</i>
<i>12. Retirement Systems</i>	<i>page 50</i>
<i>13. Attendance Alternatives</i>	<i>page 59</i>
<i>14. Employee Rights to Return</i>	<i>page 51</i>
<i>15. Dispute Resolution</i>	<i>page 54</i>
<i>16. Labor Relations</i>	<i>page 51</i>
<i>17. School Closure</i>	<i>page 79</i>
<i>18. Impact Statement</i>	<i>page 83</i>

TABLE OF CONTENTS

AFFIRMATIONS/ASSURANCES.....		VI
I.	INTRODUCTION	8
	OUR STORY	8
	NOVA ACADEMY ECHS MET RENEWAL REQUIREMENTS.....	9
	ACCOMPLISHMENTS FROM THE PAST CHARTER TERM.....	9
II.	EDUCATIONAL PHILOSOPHY AND PROGRAM.....	13
	MISSION STATEMENT	13
	VISION STATEMENT	13
	EDUCATIONAL PHILOSOPHY	13
	Whom The School Is Attempting To Educate.....	13
	What It Means To Be An Educated Person In The 21 st Century	17
	How Learning Best Occurs.....	18
	Expected Schoolwide Learning Results.....	18
	CURRICULUM AND INSTRUCTIONAL DESIGN	19
	Instructional Minutes and Calendar	22
	MIDDLE SCHOOL PROGRAM.....	24
	HIGH SCHOOL PROGRAM.....	31
	Transferability of Courses and Eligibility of Courses to Meet College Entrance Requirements.....	31
	PROFESSIONAL DEVELOPMENT	34
	PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING	35
	PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING.....	37
	PLAN FOR ENGLISH LEARNERS	37
	Strategies for English Learners.....	39
	PLAN FOR SPECIAL EDUCATION	40
	SPECIAL EDUCATION SERVICES / 504.....	40
III.	MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA	48
	METHOD(S) OF ASSESSMENT.....	52
	USE AND REPORTING OF DATA	56
IV.	GOVERNANCE STRUCTURE.....	57
	NON-PROFIT PUBLIC BENEFIT CORPORATION	57
	BOARD OF DIRECTORS	57
	CHARTER SCHOOL LEADERSHIP	60
	President and Founder.....	60
	Executive Director	60
	Director of Charter Schools	61
	Principal	62
	SCHOOL SITE COUNCIL	63
	PARENT AND COMMUNITY INVOLVEMENT	64
V.	HUMAN RESOURCES	66

QUALIFICATIONS OF SCHOOL EMPLOYEES	66
Staff Employment.....	66
President and Founder.....	67
Executive Director	67
Director of Charter Schools	67
Principal	68
Teachers	68
Non-Certificated And Instructional Support Staff.....	68
RETIREMENT SYSTEMS	69
EMPLOYEE REPRESENTATION	70
EMPLOYEE RETURN RIGHTS	70
HEALTH AND SAFETY	70
Safety Manual.....	70
Procedures for Background Checks.....	70
Employee Handbook.....	71
First Aid and CPR Training	71
Role of Staff as Mandated Child Abuse Reporters.....	71
TB Testing	71
Immunizations.....	71
Medications In School	71
Vision/Hearing/Scoliosis	71
Bloodborne Pathogens	72
School Facility Safety.....	72
Drug-Free/Smoke-Free Environment	72
Comprehensive Sexual Harassment Policies and Procedures	73
DISPUTE RESOLUTION.....	73
Disputes between NOVA Academy ECHS and the District	73
Internal Disputes	74
VI. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES	76
STUDENT ADMISSIONS POLICIES AND PROCEDURES	76
RACIAL AND ETHNIC BALANCE	77
PUBLIC SCHOOL ATTENDANCE ALTERNATIVES	78
SUSPENSION AND EXPULSION PROCEDURES	78
VII. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY	96
BUDGETS AND CASH FLOW	96
FINANCIAL REPORTING	96
INSURANCE	96
ADMINISTRATIVE SERVICES.....	99
SCHOOL FACILITIES	99
TRANSPORTATION	100
AUDITS.....	100
CLOSURE PROTOCOL.....	101
INFORMATION EXCHANGE	104
FUNDING	104

VIII.	IMPACT ON THE DISTRICT	106
	INDEMNIFICATION	106
IX.	OTHER CHARTER ELEMENTS	109
	CHARTER TERM AND RENEWAL	109
	INSPECTIONS	110
	MATERIAL REVISIONS.....	110
	SEVERABILITY	110
	DEBTS AND OBLIGATIONS.....	110
	INDEPENDENT ENTITY	111
	ATTACHMENTS, EXHIBITS, AND APPENDICES.....	112

EXHIBITS

Exhibit	1	NOVA Academy ECHS and NOVA Academy leadership bios
Exhibit	2	Children in Foster Care by Placement Type In CA and Orange County 1998-2012
Exhibit	3	Children in Probation Supervised Foster Care Placed in Group Homes
Exhibit	4	Supportive documentation from the Department of Social Services
Exhibit	5	Supportive documentation from the Department of Social Services
Exhibit	6	WASC Certificate of Accreditation and 2010 Site Visit Report
Exhibit	7	Current Textbook Inventory and 2012-13 Course Offerings
Exhibit	8	Sample Individual Student Plan
Exhibit	9	School Calendar and Bell Schedule
Exhibit	10	Sample Student Portfolios
Exhibit	11	Inventory of Technology Equipment and Description of Use
Exhibit	12	Completed ISPs
Exhibit	13	Summer Blast and Summer Advantage materials
Exhibit	14	Syllabus, Pacing guides, Lesson plans, Formative (informal) Assessments, Summative (formal) Assessments, and Rubrics
Exhibit	15	Strategies aimed at increasing student achievement
Exhibit	16	Student and Parent Handbook
Exhibit	17	Graduation Requirements and UC/CSU Admission Requirements
Exhibit	18	Senior Exit Portfolio and Exit Interview
Exhibit	19	NOVA Academy Articles of Incorporation, Bylaws, and Conflict of Interest Code
Exhibit	20	NOVA Academy Board Members & NOVA Academy ECHS Organizational Chart
Exhibit	21	NOVA Academy ECHS Job Descriptions
Exhibit	22	Personnel Policies and Procedures
Exhibit	23	Emergency Disaster Procedure and Emergency Exit Plan
Exhibit	24	Registration Packet
Exhibit	25	Budget and Financial Documents
Exhibit	26	Insurance Policies
Exhibit	27	Real Estate Lease with Floor Plan
Exhibit	28	2010-11 Independent Financial Audit
Exhibit	29	Local Control and Accountability Plan
Exhibit	30	Property brochure and Purchase Sale Agreement

AFFIRMATIONS/ASSURANCES

NOVA Academy Early College High School (“NOVA Academy ECHS” 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 the 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)]
- NOVA Academy shall be deemed the exclusive public school employer of the employees of NOVA Academy Early College High School for the purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(O)]
- The Charter School shall be nonsectarian in its programs, admission 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 NOVA Academy Early College High 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 Sections 47605(d)(2) and 51747.3, 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 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 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(f)(5)(C)]
- The Charter School shall ensure that teachers in the Charter School hold a Commission of 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. 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 the audit and inspection.
- The Charter School shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities.
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
- The Charter School shall comply with all applicable portions of the No Child Left Behind 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 meet or exceed the legally required minimum of school days.

I. INTRODUCTION

INTERPRETATION OF TERMS

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to the NOVA Academy Early College High School and/or NOVA Academy ECHS and/or NOVA Academy and/or NOVA ECHS and/or NOVA and/or the Charter School and/or the School shall apply with full force and effect to the school itself and NOVA Academy, the non-profit 501(c)(3) corporate entity, and for all purposes related to this Charter or the operations of the NOVA 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, anytime that NOVA Academy Early College High School states that it will follow the requirements of a particular Section of the Education Code or other law, it means that NOVA Academy ECHS will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

OUR STORY

NOVA Academy Early College High School, operated by NOVA Academy, a California nonprofit public benefit corporation, opened in 2005 in partnership with Olive Crest, one of the West Coast's premier children's charities, with the keen desire to provide hope and an even playing field for foster and at-risk students, a population who face seemingly insurmountable odds. The Charter School's goal continues to be for students to not only achieve a high school diploma, but also to earn college credit in an academically challenging and nurturing environment.

The need to close the gap is great for foster and at-risk youth in the educational arenas. NOVA Academy ECHS, with the help, direction and encouragement of Santa Ana Unified School District ("SAUSD" or the "District"), a major federal grant, and the Middle College National Consortium, has been able to open and operate an first Early College High Schools that focuses on foster, at-risk, low income, and minority students.

NOVA Academy ECHS opened with nine students, most of whom were behind in credits and had only previously dreamed of going on to higher education. Initially, only part-time, retired, credentialed master teachers were hired with a specialty in their respective fields. The Charter School grew rapidly, from nine students, to forty, and then to eighty, and ultimately serving over 350 students in 2012.

With its first graduation in the year 2008, NOVA Academy ECHS graduated 18 students, all with their high school diplomas and transferable college credits – some with their Associate of Arts ("AA") degree and all of them going on to higher education. For most of these students this was not only a dream come true, but also a first for their respective families. For students at the

poverty level, this educational opportunity has provided not only success and achievement, but a major source of hope and help for their future.

NOVA Academy Early College High School has a highly qualified and dedicated staff who consistently poured their energies into providing a rigorous, engaging educational experience with high expectations for all students. It is helpful to understand the wonderful staff at NOVA Academy ECHS and their areas of expertise in understanding the evolution and growth of this great institution. It is important to highlight the NOVA Academy ECHS staff and to others who have helped to develop this outstanding high school and its faculty, and who have helped many of its amazing young students to go from painful learning experiences to attainable goals. They have given students the courage and the tools they need to carve bright futures for themselves. Many of these students have experienced their first taste of academic success at NOVA Academy ECHS.

Starting with Natalie Battersbee and Reneé Lancaster; our faculty is nothing short of exceptional. These two individuals opened the program and closely guided its development and progress. Joining them were Mavis Mitchell and Dr. Pat Machado from Santa Ana Unified School District, who provided vital fiscal monitoring, evaluation of educational programs and oversight to maintain conformance to the Charter School’s charter. NOVA Academy ECHS also enjoys a considerable amount of support from government representatives, community leaders, other educational institutions and social service agencies.

Attached as Exhibit 1, please find bios of current NOVA Academy ECHS and NOVA Academy leadership.

NOVA ACADEMY ECHS MET RENEWAL REQUIREMENTS

The Charter School met the academic criteria required for charter renewal, as follows:

API Scores

Year	Base API	Growth Target	Actual Growth	API Growth Score
2011-12	715	5	-2	713
2010-11	728	5	-5	723
2009-10	724	5	7	731
2008-09	705	5	19	724

* Based upon calculations from raw data received from CDE

Rankings

Year	Statewide Rank	Similar Schools Rank
2011-12	4	3
2010-11	5	4
2009-10	5	N/A
2008-09	5	N/A

ACCOMPLISHMENTS FROM THE PAST CHARTER TERM

2011-2012

- NOVA Academy ECHS became a member of the Middle College National Consortium (“MCNC”). This is the organization to which our early college high schools belong. It has a long history of successful educational innovations and focuses authentic school reform with sustained collaboration.
- NOVA Academy ECHS’s CAHSEE Math pass-rate was at an all time high of 90% for tenth grade students passing on their first attempt.
- NOVA Academy ECHS teachers and administration implemented “Teaching....A Road to Mastery.” This process involves teacher goal setting, formal and informal observations, self-reflections, and action and support plans.
- NOVA Academy ECHS partnered with UC Irvine to place UCI students as Accelerated Learning Interns (“ALIs”) at NOVA Academy ECHS. ALIs supported students during the regular instructional day, link, and after school labs. ALIs worked with NOVA Academy ECHS students in small groups as well as individually.
- First Annual Multi-cultural Festival was held and fourteen different ethnic cultures came to life for our students. The day culminated with dancers from Cambodia, and Brazil, and with drummers from Africa. Foods from many cultures were sampled by our students.
- Nova Academy successfully co-hosted the Middle College National Consortium National Student Leadership Conference attended by schools and held April 18th -22nd, 2012. Students from all over the country visited Santa Ana sites for activities focused on diversity.
- Students joined the MCNC’s on-line community where they planned and explored various themes and topics.
- We developed a system of cross observation peer review between our principal, Erin Craig, and two of our past principals. This afforded teachers multiple valuable feedbacks from three different administrators.
- NOVA Academy ECHS teachers engaged in professional development in the following areas:
 - Backwards planning
 - Benchmark analysis and action plans
 - Overall performance, standard, bubble students, distracter question
 - The lesson cycle
 - NOVA Academy ECHS signature practices
 - Formative checks for understanding
 - Family student support methods

- MCNC Winter Conference was attended by three members of NOVA Academy ECHS's administrative staff. We made a presentation on NOVA Academy ECHS's accomplishments.
- NOVA Academy ECHS and NOVA Academy ECHS Coachella, also operated by NOVA Academy, began teacher training collaborations.
- The Charter School met 6 of 6 AYP criteria.

2010-2011

- NOVA Academy ECHS implements Honor Society and sets policy and membership requirements.
- Senior Breakfast to honor seniors for academic achievement, community service, and citizenship.
- Graduation June 10th of students who successfully completed all requirements of state of California and Santa Ana Unified School District.
- Professional Development of "Motivating Students" September 29th.
- Career Day. October 14th.
- Successful completion and acceptance of five AP courses for UC and CSU a-g approval.
- New teachers successfully complete year two of BTSA.
- First Annual Art Show was held at Olive Crest's corporate offices and was so successful that patrons asked to purchase many of the works of art.
- The Charter School met 5 of 5 AYP criteria.

2009-2010

- Summer Advantage, a summer bridge program to help incoming 9th graders transition from middle to high school, was launched.
- The Charter School met 6 out of 6 AYP criteria.
- Data Director and schoolwide benchmark program launched.
- NOVA Academy ECHS was one of 60 schools in California to earn a Bronze Medal award from US News and World report.

- NOVA Academy ECHS awarded “Educator of the year” Award by OC Hispanic Chamber of Commerce.
- The PIMCO Foundation awarded NOVA Academy ECHS with its “Excellence Award”
- Implemented Gallup Student Survey to monitor student wellbeing, hope, and engagement.

2008-2009

- The Charter School met 6 out of 6 AYP criteria.
- NOVA Academy ECHS partnered with the PIMCO foundation to begin offering the “tools for tomorrow” financial literacy program to our students.
- First annual career day launched, showcasing career opportunities.
- First year with 100% graduation rate.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to NOVA Academy Early College High School and/or NOVA Academy ECHS and/or NOVA and/or the Charter School and/or the School shall apply with full force and effect to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, and any and all references to NOVA Academy, Inc., the California Nonprofit Public Benefit Corporation, shall apply with full force and effect to NOVA Academy Early College High School, and for all purposes related to this Charter or the operations of NOVA Academy Early College High School, both NOVA Academy Early College High School and NOVA Academy, Inc., 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.

II. EDUCATIONAL PHILOSOPHY AND 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 21st century, and how earning best occurs. The goals identified in that program shall include the objective of enabling pupils 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.

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” through “G” admissions criteria may be considered to meet college entrance requirements.

- California Education Code Section 47605(b)(5)(A)

MISSION STATEMENT

NOVA Academy Early College High School readies students for lifelong success through an educational journey inspired by the power of family.

VISION STATEMENT

The vision of NOVA Academy Early College High School is to provide underrepresented students access to an academically rigorous, blended high school/college curriculum. To prepare students for the 21st century by offering advanced opportunities to gain the knowledge and skills needed to smoothly transition to higher education or with marketable skills.

EDUCATIONAL PHILOSOPHY

Whom the School is Attempting to Educate – Target Student Population

NOVA Academy ECHS will specifically target at-risk and underserved students, many of whom are in the foster system, live in poverty, and first generation high school graduates. These pupils are generally lost in the current education system. Many of these youth are eager to succeed, however the transitional nature of their lives has caused them to consistently meet below-average expectations in school. As a result, they are at risk of personal and educational failure. NOVA Academy ECHS’s goal is to create an environment that offers well-rounded educational opportunities and, at the same time, challenge all students to attain excellence. Students will reach their highest potential through a rigorous, stimulating curriculum delivered within a

nurturing, family like atmosphere. The program will meet each student's needs while attracting a wide range of individuals, thus providing each a broad cross-section of fellow schoolmates.

At the conclusion of the 2011-2012 school year, NOVA Academy ECHS was serving 357 at-risk and underserved youth (e.g. Foster Care, Family Preservation, Wrap Around, low income, English Learners, first-time college goers, and students who were in residential care groups.) NOVA Academy ECHS serves the families of Orange County, predominately those from Santa Ana, Garden Grove, Orange, and Anaheim. (See charts below detailing the demographics and residence of NOVA Academy ECHS students.) Many students are referred to the Charter School from Orange County Child Services, Orange County Juvenile Court, and Olive Crest Foster Care and Treatment Centers, Inc.

Beginning in the 2014-2015 school year, NOVA Academy ECHS will serve middle school students (grades 6-8), starting with the sixth grade, and adding one grade each school year. As an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program.

In partnership with Olive Crest, NOVA Academy ECHS's mission when it opened was to help foster children in group homes, who might benefit from smaller classroom environments, therapeutic programs and safety nets.

In 2003 Orange County had the largest number of group home placements of children (670) in the history of the County. (See Exhibit 2 "Children in Foster Care by Placement Type In CA and Orange County 1998-2012.") As of April 2012 that number has reduced to 194 children in Orange County placed in group homes. The mission statement in the 2003 NOVA Academy charter (the original charter) outlines this desire to reach foster students and "at-risk" students.

Shortly after 2003, when the Charter School's Charter Petition was granted, there was a policy shift at the federal, state and local levels, leading our state to dramatically change the course of group home placements. It became a high priority of social workers to place fewer children in group homes and for a shorter length of stay. Orange County was one of leading counties that had driven the new mandates and laws regarding residential placement of foster children. With a reduction of residential group homes, soon many businesses that had provided this care were closing down, due to economies of scale. In addition, California did not pay group home providers any fee increases for over 11 years.

In looking at statewide Children in Probation Supervised Foster Care Placed in Group Homes (attached as Exhibit 3) together from 2003 to 2012, there has been a 68% reduction in group home placements, while total foster care placements fell by 30%. The disproportionately large drop in group home placements seems to have been the result of bringing fewer children into foster care; moving them to permanency instead through reunification, guardianship, and adoption more quickly; and placing fewer children in group homes and reducing their average length of stay. Additionally, during the 2003 to 2012 period the number of foster children placed with relatives actually increased by 225 children (23%). With a 50% reduction in County-licensed foster family home placements, it appears that Orange County put a greater emphasis on finding and placing children with relatives, than it did on placing children in group homes. With

the rapid shift in government policy, the Charter School had to similarly refine its mission over time in order to continue serving its target student population.

NOVA Academy ECHS opened its doors to nine (9) group home students in August of 2005, just when Orange County Child Welfare and Children's Probation Department goals shifted to have foster children in temporary placements with more programs being designed for wrap around and family preservation. The new federal, state and local goals were to maximize educational stability by helping more foster children to stay in their family of origin, and for families to receive services like wrap around.

In 2003, AB 490 created the Educational Rights and Stability for Foster Youth Act. This legislation created a number of educational rights for foster youth. Its provisions charge school districts, county social service agencies and other professionals with additional responsibilities to enhance educational quality for foster youth. Educational stability was now a federal requirement with the goal of shortening the stays in the remaining group homes and providing families with a reunification process, guardianship and adoption.

The major provisions of AB 490 include the following:

Educational equity: Educational placements for foster youth must ensure that they have access to academic resources, services, enrichment and extracurricular activities available to all students. (Education Code Section 48850)

Basis for placement: In all instances, educational placement decisions for foster youth must be based on the best interests of the student and must ensure that the student is placed in the least restrictive educational program that can serve his or her needs. (Education Code Section 48853)

School of origin: If a foster youth's placement changes, the student has the right to remain in his or her school of origin for the duration of the school year. (Education Code 48853.5)

Preference for mainstream school: Foster youth must attend a regular education program unless: 1) the student has an individualized education program (IEP) requiring a different educational placement or 2) the person with educational rights determines that it is in the student's best interest to attend a different educational program or to remain in the school of origin. (Education Code Section 48853)

Immediate enrollment: The student has the right to be immediately enrolled in the new school, even if the student is missing things that are usually required for enrollment (e.g., academic and medical records, immunization records, proof of residency, school uniform) or if he or she owes fees or materials to the prior school. (Education Code 48853.5)

Attached as Exhibits 4 and 5, please find supportive documentation from the Department of Social Services.

This was another ingredient to the changes that affected the enrollment of foster children living in group homes at NOVA Academy ECHS. As students changed foster homes, they were staying in their school of origin. Federal funds were provided to the state of California for transportation of students from a home placement to the school of origin, even it was outside of the new

residential school or district area. The governmental goal, again, with the transportation funds was to ensure that foster children had fewer changes or instability in their educational settings.

Today, NOVA Academy ECHS continues to reach out to unrepresented students, foster and at-risk students in our community. NOVA Academy ECHS is able to work with the Orange County Department of Social Services and encourages group home children and foster placements throughout the County to attend the Charter School.

Despite the dramatic change in the group home and foster care landscape in Orange County over the last decade, NOVA Academy ECHS continues to be committed to those students who are in foster care and group homes, as well as those students who are part of programs which were designed to prevent children from entering the foster care and group home programs. These programs include family preservation, family wraparound, as well as children who face extreme need, but are not participating in programs. NOVA Academy ECHS continues to work through social services organizations including the Orange County Department of Social Services to promote enrollment of these targeted students. These organizations are made aware of the Charter School, its services and enrollment windows to give potential students every opportunity to enroll at the Charter School.

Additionally, NOVA Academy ECHS has, especially over the past three years, expanded offerings and services to parents and students to include providing students with clothing, families with food and other needs. NOVA Academy ECHS is committed to maintaining and expanding support for the neediest students as their needs continue to grow, and other social services organizations are less able to provide support.

The following chart demonstrates the student population of the Charter School, compared with the District, for 2011-12 (source: CDE DataQuest):

Demographic	Charter School %	SAUSD %
Black or African-American	.5%	.5%
American Indian or Alaska Native	0%	<.5%
Asian	3%	3%
Hispanic or Latino	92%	93%
Native Hawaiian or Pacific Islander	.5%	<.5%
White	4%	3%
Two or More Races	1%	<.5%
English Learners	89%	54%
Free or Reduced Price Lunch	88%	84%
Student with Disabilities	6%	10%

The following chart demonstrates where NOVA Academy ECHS students reside (2011-12 data):

City	Number	Percentage
Aliso Viejo	1	<1%
Anaheim	16	5%
Azuza	2	<1%
Brea	1	<1%

Corona	1	<1%
Costa Mesa	2	<1%
Fountain Valley	2	<1%
Fullerton	3	1%
Garden Grove	19	6%
Irvine	1	<1%
Orange	19	6%
Placentia	2	<1%
Riverside	8	2%
Santa Ana	263	77%

What it Means to be an Educated Person in the 21st Century

Given the circumstances and adversities that many of NOVA Academy ECHS's students have, and continue to encounter in their young lives, to be educated, for them, must include an array of skills and qualities that will propel them out of their experiences and current situations. As a result, to be an educated person in the 21st century includes many things deemed by most as basic, but which are critical indications of being well educated for the NOVA Academy ECHS student population. These include the following:

- Possessing greater skills for higher paying jobs/professions allowing them to make and manage their own money and support themselves and their families
- Self-aware yet possessing the ability to see beyond themselves and their circumstances to an enlarged vision of the world
- Effective communicators and determined problem solvers able to persist in the face of adversity
- Demonstrate a strong work ethic and self-motivation in school as well as a desire for physical fitness, healthy living, and mental well-being
- Possess leadership and decision making skills that support a spirit of collaboration and the confidence to function and successfully matriculate in a global society
- Possess an understanding of science, mathematics, and history to understand the state of world affairs, processes, and change agents. Furthermore, use this knowledge to take an active role in the betterment of their community and the world at large.
- Familiarity and appreciation for the arts and how they express and shape the human experience
- Lifelong learners who possess a love of learning and are skilled in the latest communication tools
- Possess an understanding and awareness of the cultural issues of their day, capable of making intelligent assessments and decisions based on facts and informed perceptions, and developing a sincere respect for others

NOVA Academy ECHS's educational philosophy acknowledges that learning is a continuous process that extends after school hours and into the greater community. It is a goal of NOVA Academy ECHS to enable students to become self-motivated, competent, lifelong learners.

How Learning Best Occurs

NOVA Academy ECHS believes that learning best occurs when the following practices are employed:

- The curriculum is focused on high expectations and rigorous preparation of every student for high school, college and the world of work
- Students are engaged in a college prep curriculum that is based on culturally relevant and culturally responsive strategies that incorporate the real life experiences of the students
- Individual Student Plans (“ISP”) are created for each student with the student’s input
- Acknowledgment and incorporation of the different learning modalities of each student and allow them to learn in their preferred style
- Students are encouraged to respect and be sensitive to the diversity, talents, and points of view of other members of their classroom community
- Students have a voice and are a part of the learning community rather than passive learners in an isolated situation
- Students receive intense personal attention so that each student feels valued and has access to the staff and the resources
- All students and parents/guardians have absolute access to information, and the Charter School works diligently to help parents understand their options
- Invite collaboration from all stakeholders
- Provide opportunities for and encourage parent/guardian involvement in their students’ educational experiences
- Students are in small-sized classes where the educational curriculum and the interaction are stimulating, and where motivating methodologies are used
- Grades and various other assessments are used for students to self-evaluate as well as for teachers’ use as a tool of measurement

Expected Schoolwide Learning Results (“ESLRs”)

As part of the application process for accreditation from the Western Association of Schools and Colleges (“WASC”), the certificated staff of NOVA Academy ECHS worked collaboratively with parents, students and the community to develop the Charter School’s ESLR’s/goals. Attached as Exhibit 6, please find the Charter School’s WASC Certificate of Accreditation and 2010 Site Visit Report.

These goals were developed with the California State Standards and the California Framework in mind. In compliance with the State’s shift to the Common Core State Standards (“CCSS”), the Charter School is beginning to implement CCSS assessments. NOVA Academy ECHS will comply with the requirement for full implementation of CCSS by 2014-2015. Prior to full implementation, the Charter School is adopting new assessments and new curriculum to bridge the shift in standards. All references in the charter to California State Standards will be references to CCSS. Classroom activities, projects and other instructional activities are consistent with the achievement of these goals. NOVA Academy ECHS students will be “EAGLES”:

Effective Communicators who:

- Develop effective communication skills in reading, writing, listening, and speaking
- Develop communication skills appropriate to the setting and the audience

Academic Achievers who:

- Achieve and demonstrate integrity and competence in their academics
- Are able to assess, interpret, and apply information gained through various media, including technology
- Are able to work independently and collaboratively

Graduates who:

- Are able to demonstrate respect for individual and cultural diversity
- Have successfully completed the requirements for their high school diploma as well as significant credits toward their AA degree
- Are able to envision and put into action the next step in their educational plan
- Are self-motivated, competent, lifelong learners

Lifelong Learners who:

- Take responsibility for their decisions and actions
- Develop and maintain physical health and emotional stability
- Plan for and work toward a meaningful career

Effective Problem Solvers who:

- Are able to seek out and accept assistance when needed
- Use positive coping skills when frustrated
- Are able to objectively evaluate problems and seek moral and ethical solutions

Socially Engaged Individuals who:

- Understand their responsibility to be active participants in their community
- Know and understand the values of our democratic society and the need for responsible citizenship
- Understand the need to be self-sufficient and the importance of empowering others to do the same

CURRICULUM AND INSTRUCTIONAL DESIGN

NOVA Academy ECHS strives to prepare students for success in postsecondary education or a vocation. Early College High Schools, like NOVA Academy ECHS, allow students to attend high school and also earn college credit. Curriculum is planned to meet the academic needs of the individual student, and modified as needed. Students experience an early exposure to the college experience while earning both high school credits and college units. Attached as Exhibit 7, please find the Charter School's current textbook inventory and the 2012-13 course offerings.

There are high expectations for academic performance for all students at NOVA Academy ECHS, and staff and students work together to reach the goals students set for themselves. It is our goal at NOVA Academy ECHS to teach students to be active learners. By this we mean students engage thoughtfully with the course materials while the teacher is the facilitator who supports and guides the student's learning. As a system of checks and balances, NOVA Academy ECHS's teachers provide administrators with pacing guides, lesson outlines, and formative and summative assessments to demonstrate their incorporation of literacy goals into their classrooms and the use of writing to teach all course content. Students are engaged in examining instruction in Problem-Based/Problem-Centered writing where the student himself takes responsibility for self-managed learning.

Individualized planning allows students to create meaning in their learning. Applied practices and real life examples give relevance to the curriculum. The variety of assessments and projects give students the opportunity to demonstrate these strengths. Collaboration helps motivate students to work effectively with their peers. Activities ranging from acquiring knowledge to creating original pieces of work exemplify the importance of Bloom's taxonomy and reinforce previously learned concepts. The integration of technology is meant to prepare students for the future and to facilitate information gathering. In essence, teachers 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.

NOVA Academy ECHS provides small classrooms, individual attention and academically rigorous programs, facilitating students who may not succeed in a traditional middle or high school setting, to prepare for their future college or vocational goals. Students may begin their enrollment in college courses as early as the 9th grade.

It is during the first two years of high school at NOVA Academy ECHS that students learn the tools necessary to carry them through the next few rigorous years. In the 11th and 12th grades, NOVA Academy ECHS staff and students work together to create academic plans that meet the collegiate or vocational needs of the students.

All students at NOVA Academy ECHS are responsible for their education and each student has an Individual Student Plan. Attached as Exhibit 8, please find a sample ISP. The student's ISP is a form that assists students in keeping track of vital information about their unique plan for high school, including their college courses. The ISP also serves as the students' roadmap, detailing their college and career pursuits. Students are asked to record the information, including dates and significant facts, each time an item is completed. Both the high school and the college counselors, along with the student check regularly to insure that it is up to date. The ISP includes:

- Record of completion of high school A-G graduation requirements:
- Record of courses completed toward Associate of Arts degree:
- Examination results
- Career Goals/Interest
- Possible Prospective Colleges (each student is encouraged to have at least three choices) including dates of applications and acceptance letters, and final decisions.
- Scholarship Applications

- Extracurricular Activities/Student Government
- Community Service
- Employment Record

NOVA Academy ECHS continues to adhere to the early college middle/high school mission and model by engaging students who are academically prepared, in college and high school courses simultaneously. Over the last few years the ECHS model has changed nationally, as community colleges have become more impacted, the availability of classes for high school students has been curtailed. NOVA Academy ECHS continues its commitment helping students experience college classes while at high school, and to better prepare them for post graduate life. During the 2012-13 school year, it is expected that over 100 students will attend college classes while attending NOVA Academy ECHS. To address this issue, NOVA Academy ECHS has increased the quantity and diversity of Advanced Placement and online college courses being offered onsite. Moreover, NOVA Academy ECHS continues to pursue partnerships with local colleges and universities.

Other Key Principles and Practices Integrated into the Design of the Educational Program at NOVA Academy Early College High School are:

- Demand high expectations and standards for students with regard to academics (i.e. local and state standards, pass college courses, pass high school exit exam, admission to college).
- Establish and publicize high expectations and standards for students as related to written and oral communication.
- Clear student behavior standards during classes and on, as well as, off campus.
- Readings are assigned and projects designed that connect students' identities
- Collaborative, student-centered, project-based, interdisciplinary curricula are implemented.
- Projects and assessments ask students to make meaning of knowledge, apply it and create or construct new knowledge.
- Career oriented classes and the internship component currently being developed help students build their own bridges between school and the world of work.
- Community service promotes future volunteerism and is a requirement for graduation from NOVA Academy ECHS.
- Students are comfortable using technology and a variety of media to gather information and present their learning.
- Class time is lengthened to 85 minutes to allow for in depth, sustained learning.

NOVA Academy ECHS's course of study shall meet 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.

NOVA Academy ECHS will share its expertise, experience, best practices, contacts, and other resources with any district interested in the NOVA Academy ECHS instructional practices.

Instructional Minutes and Calendar

The instructional minutes required for grades six through eight is 54,000, and 64,800 for grades nine through twelve, including actual passing time between classes, not to exceed 10 minutes for any one passing. Due to State budget cuts, the required number of instructional minutes has been decreased to 52,457 for grades 6-8 and 62,949 for grades 9-12 for the years 2013-14 and 2014-15. NOVA Academy ECHS will offer at least the required minimum number of instructional minutes. NOVA Academy ECHS will offer at least the minimum number of instructional days required for charter schools.

NOVA Academy ECHS's calendar and bell schedule are attached as Exhibit 9. Each year NOVA Academy ECHS will submit its annual calendar and daily schedule to Santa Ana Unified School District.

Independent Study

Independent study is provided as an alternative instructional strategy, not an alternative curriculum. Independent study students work independently, according to a written master agreement and under the supervision of credentialed teachers. Students continue to follow the Charter School-adopted curriculum and graduation requirements; independent study offers flexibility to meet individual student needs, interests, and styles of learning. The independent study program at NOVA Academy ECHS follows the guidelines set forth in the Education Code:

- *Charter schools shall comply with Education Code Section 47612.5 and Education Code Section 51745, et seq. to meet independent study requirements*
- *Independent study is only available as a voluntary option chosen by students and parents—students cannot be assigned to independent study.*
- *Independent study can be used on a short-term or long-term basis, and on a full-time basis or in conjunction with courses taken in a classroom setting. Classroom-based students may take some classes using independent study—often to solve scheduling problems.*
- *State law provides that the education students receive using independent study should be at least equal in quality and quantity to that offered in the classroom.*
- *For kindergarten through grade twelve, the ratio of independent study students to independent study teachers cannot exceed 25:1 or the ratio of classroom-based students to classroom-based teachers, calculated in terms of average daily attendance (ADA) in the largest unified school district in the county, whichever is larger.*

Family

One major component of the Early College High School model is providing an opportunity for students to experience a sense of belonging with classmates. NOVA Academy ECHS accomplishes this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon

enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students at NOVA Academy ECHS requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties. Family typically follows the weekly schedule below:

- Monday: Student grade check
- Tuesday: Journaling and discussion
- Wednesday: TRIBES community circle
- Friday: College pathways

Extended Learning Time

Students are given the opportunity to have before and after school assistance in order to provide support and understanding of concepts presented in their core classes. Teachers are available before and after school in order to tutor students who are having a challenging time with various concepts. Their extended learning time activities include:

- Learning to make use of academic skills centers at colleges
- Targeted intervention opportunities for students not meeting the standards both before and after school
- Tutoring in all math and English levels during class time and after school

Access to Technology

Access to Technology includes:

- Use of math and English software that are diagnostic tools and supplements to our standards-based math and English texts
- Individual support to targeted students using computerized tutorials that diagnose, provide support, and track progress
- Scientific calculators are progressively integrated into math instruction
- Two complete Dell computer labs to expand opportunities in all academic classes
- Incorporation of web-based programs which academically low-achieving students can access from home, public libraries or after school programs to obtain assistance with academic classes, CAHSEE preparation, and Independent Study.
- Access to computers if technology support is needed for a school project.

Accelerated Learning Interns

A partnership was formed with year with the UC Irvine Department of Psychology to recruit UC students taking upper division psychology classes in need of completing a field study project. These UC Irvine students are interviewed, fingerprinted, and trained to serve as Accelerated Learning Interns (“ALIs”). The ALIs’ individual academic strengths were noted and ALIs were placed in Charter School classes to serve as support for NOVA Academy ECHS students’ needs

as additional, personalized support. ALIs serve as individual tutors, mentors, and support for students in need of additional academic, organizational, and social support.

The following items are attached to the charter as Exhibits (corresponding numbers as listed): sample student portfolios (Exhibit 10); inventory of technology equipment and description of use (Exhibit 11); completed ISPs (Exhibit 12); Summer Blast and Summer Advantage materials (Exhibit 13); a syllabus/pacing plans, lesson plans, non-standardized assessments, summative standardized assessments, and rubrics for all core courses (Exhibit 14); and strategies aimed at increasing student achievement (benchmarks and analyses) (Exhibit 15).

MIDDLE SCHOOL PROGRAM

As stated above, as an early college high school, the Charter School has determined that in order to best serve its students in the high school grades in accordance with its educational program, it must also serve students in the middle school grades to ensure that rising 9th grade students begin high school prepared for the high expectations of the early college program. NOVA Academy plans to open the middle school by enrolling incoming 6th graders, and adding an additional grade each of the subsequent 2 years until the school has an enrollment of 6th, 7th, and 8th graders.

Middle School Planning

NOVA Academy continues to backwards plan the middle school program through the lenses of curriculum and instruction, staffing and professional development, enrollment, and operations to ensure a smooth roll out in 2014-15.

Curriculum and Instruction

When	What	Who
Feb 2013	Charter middle school visits	Leadership
March – June 2013	10 Lead teachers develop vertically aligned CCSS curriculum	Lead Teachers
Sept 2013	Complete middle school CCSS curriculum	Lead Teachers
Sept – Nov 2013	Create Summer Blast curriculum	Teachers
Jan – May 2014	Refine CCSS middle school curriculum	Teachers and Admin
June 2014	Summer Blast instruction begins	Teachers
Aug 2014	6 th grade middle schools with CCSS curriculum	All

Staffing and Professional Development

When	What	Who
Dec – May 2013	CCSS for ELA/Math for high school PD	OC Dept of Ed
Summer 2013	Middle school principal search	Leadership
Aug 2013	Identify middle school teacher needs	Leadership
Sept – Dec 2013	High school and middle school CCSS vertical alignment PDs	Teachers and Leadership
Dec 2013	Identify and fill principal position	Leadership

Jan 2014	Middle school principal starts working with High school principal	Principal
April 2014	Middle school teachers hired	Leadership
May 2014	CCSS Teacher week intensive program	Teachers and Leadership
May 2014	Middle school teachers participate in orientation and shadow days	MS Teachers
June 2014	Middle school teachers start with Summer Blast	MS Teachers
Aug 2014	NOVA Academy professional development retreat	MS and HS Teachers
Aug 2014 – May 2015	Ongoing CCSS and academic discourse PDs	MS and HS Teachers

Enrollment

When	What	Who
Dec 2013	Begin middle school outreach	MS Principal
Jan – March 2014	Community open houses	All Stakeholders
April 2014	Enrollment is completed	Staff
June 2014	Summer Blast starts	Students and Teachers
Aug 2014	School starts	All
Jan 2015	Community open houses for 15-16	All

Operations

When	What	Who
Dec 2013	Order curriculum, books, interactive content, and support materials	Leadership
March 2014	School layout and classroom layout complete	Leadership
April 2014	Classroom fixtures and furniture ordered	Leadership
April 2014	Master and bell schedules complete	MS Principal
May 2014	Handbook, policies, and procedures complete	MS Principal
July 2014	All classrooms ready	All

Middle School Academic Program

The three main components of the middle school program, explained below, include: backwards planning and data-driven instruction; nurturing, family-like environment, and constructivism and problem-based learning.

A. Backwards planning and data-driven instruction

There are three steps to this process:

1. Identify desired results: Starting with the Common Core State Standards and the goals of our learning community, teachers will determine a three-tiered hierarchical set of learning expectations:
 - a. Information and skills;
 - b. Knowledge; and

c. Enduring skills

2. Determine acceptable evidence: Teachers will select multiple forms of assessments (formative and summative) that can be used to provide evidence that objectives have been achieved throughout the unit of study. These include: publishers' end-of-unit curriculum tests, informal checks, observation/dialogue, standards based quiz/test, open-ended prompts, performance tasks, projects and presentations. At least one project/presentation per semester, in each subject area, will be required in light of research connecting assessment relevance to student engagement and achievement.
3. Data-Driven Instruction: Through multiple and varied assessments, faculty, along with the Principal, will review and assess their own instructional efficacy and develop and refine their instructional strategies to ensure that each and every student is meeting the defined criteria for academic success. Data will be collected through the implementation of a robust set of diagnostic and benchmark assessments that complement the state standardized test data (California Assessment of Student Performance and Progress ("CAASPP"), CELDT, etc.)

Data to analyze: Academic, behavioral, discipline, demographic

B. Nurturing, family-like environment

In alignment with our overarching goals and the Early College vision, a major component of our educational model is providing an opportunity for students to experience a sense of belonging with classmates. We accomplish this by utilizing a block of time during the school day to bring the students together in their respective grade levels to meet as a Family unit. Students are assigned to a Family upon enrollment, and progress with their Family throughout their time at the Charter School. Family is a time when teachers provide students with strategies directed toward being successful in school, as well as in life, which is also an aim of our ESLRs. The success of our students requires us to provide them with the skills to address and solve real, persistent, and challenging problems that the students must face. During this time, each Family teacher guides the students as they attempt to grow and thrive in the face of these difficulties.

C. Constructivism and Problem-based learning

We believe that learning best occurs when instruction is student-centered and presented in a meaningful context that is relevant to students' lives and the diverse experiences they bring with them to school. In alignment with Early College principals, students engage and interact with their environment and world. The notions that there exists a fixed world that the learner must come to know, and that students are "empty vessels to fill" with knowledge, are inconsistent with what we now know about how learning actually occurs.

Students come to the classroom with prior knowledge that must be addressed if teaching is to be effective. If what students already know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning.

The *means* by which students master the Common Core State Standards, and learn *how to learn*, however, are based largely on constructivist learning theory and standards based instruction. Constructivism provides the guiding principles for lessons, whether they are in the format of direct instruction or problem- based learning.

Constructivism calls for the learning experience to be differentiated, beginning with each learner’s level of understanding and guiding students in building upon prior knowledge in a hands-on way. In simplest terms, differentiated instruction involves creating multiple paths to learning for diverse learners. This differentiated, student-centered approach to instruction enables teachers to focus on the specific needs, skills, challenges and learning styles of each individual student to ensure that each and every student meets our high expectations for standards mastery.

1. Seek and Value the Students’ Point of View.

Rather than presenting the same material to all students simultaneously without regard to students’ individual perspectives on the material, in constructivist classrooms, teachers start by asking about students’ understanding of concepts in order to identify misconceptions, assess understanding relative to the grade level standards for the topic at hand, and to challenge students’ thinking.

2. Challenge Students’ Suppositions.

All students – indeed, all humans – approach each experience with a history of life experience that leads them to presume certain truths about how the world works. The task of the teacher is to support or contravene these suppositions as students master subject matter content. Teachers encourage students’ autonomy and initiative to explore, investigate, hypothesize, correct, adjust, reflect, and assess all while taking responsibility for their own learning.

3. Pose Complex Problems That Are Relevant and Encompass Skills and Concepts in the Standards.

Relevance, meaning, and interest are not automatically embedded within subject areas or topics. Relevance emerges from the learner. So while all students in California seek to master the same content, constructivist teachers, acknowledging the central role of the learner, structure classroom experiences that both honor the initial curiosities and passions of students, and foster the creation of personal meaning among all students as they learn the designated facts and skills.

4. Build units of study around “big ideas” and interrelated concepts across curricular areas.

Rather than study isolated, disconnected topics with no real-world application or contextual relationship between discrete standards, our teachers will ensure that students see the ways in which different lessons relate and apply to other areas and “real life.” Learning is not about memorizing isolated facts or skills necessary to pass tests, but rather, mastering facts and skills so that this learning can be applied to new and different contexts and gain understanding of how the parts relate to the wholes. Teachers will ask open-ended, thoughtful questions, encourage students to ask questions throughout their own learning, seek elaboration of initial ideas to encourage deeper thinking, and challenge students to connect their learning.

5. Assess student mastery in the context of daily instruction. School time will not be spent on distinct activities of learning and assessing, but rather, assessment will be embedded throughout the learning as students engage in dialogue and debate with one another and their teacher, ask questions and go deeper into their learning, and reflect on their own learning through writing, projects and other presentations.

Common Core State Standards Implementation and Curriculum.

NOVA Academy ECHS is currently working with the Orange County Department of Education in realigning and restructuring pacing guides and vertically aligning all 9-12th English and Math curriculum for the high school to begin implementation in 2013-2014. Moreover, our English and Math teachers have taken on a middle school grade and content to create and align with the Common Core State Standards. This process will be complete by May 2013.

Sample Problem-Based Learning Experience

8th grade: The NOVA Academy ECHS Middle School Cookbook

This cookbook brings together English and Science, two subjects that sometimes make for a challenging collaboration. Students write memoirs inspired by a treasured family recipe and explore the ways in which food can have cultural and emotional significance. While the eighth grade students study the molecular composition of nutrients and minerals in science, students study the elements of the memoir in English. Together, we will publish a cookbook of food-inspired memoirs, accompanied by chemical analyses of the recipes’ nutritional content. To celebrate the cookbook’s publication, students and teachers will organize a food fair. Each student will bring in the dish they wrote about in their memoir, and they invite many of the family members featured in their stories.

8th Grade Common Core State Standards	
English	Science
<p>WRITING 3.0</p> <p>Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.</p> <p>a. Engage and orient the reader by establishing a context and point of view and introducing a narrator and/or characters; organize an event sequence that unfolds naturally and logically.</p> <p>b. Use narrative techniques, such as dialogue, pacing, description, and reflection, to develop experiences, events, and/or characters.</p> <p>c. Use a variety of transition words, phrases, and clauses to convey sequence, signal shifts</p>	<p>8th GRADE SCIENCE 6.0 (current standards)</p> <p>Principles of chemistry underlie the functioning of biological systems. As a basis for understanding this concept:</p> <p>a. Students know that carbon, because of its ability to combine in many ways with itself and other elements, has a central role in the chemistry of living organisms.</p> <p>b. Students know that living organisms are made of molecules consisting largely of carbon, hydrogen, nitrogen, oxygen, phosphorus, and sulfur.</p> <p>c. Students know that living organisms have many different kinds of molecules, including small ones, such as water and salt, and very large ones, such as carbo-hydrates, fats, proteins, and DNA.</p>

<p>from one time frame or setting to another, and show the relationships among experiences and events.</p> <p>d. Use precise words and phrases, relevant descriptive details, and sensory language to capture the action and convey experiences and events.</p> <p>e. Provide a conclusion that follows from and reflects on the narrated experiences or events.</p>	
<p>WRITING 4.0</p> <p>Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)</p>	<p>COMMON CORE LITERACY IN SCIENCE AND TECHNICAL SUBJECTS 10.0</p> <p>By the end of grade 8, read and comprehend science/technical texts in the grades 6–8 text complexity band independently and proficiently</p>

Summer Blast

Beginning in the summer of 2014 and continuing in subsequent years, incoming sixth grade students will participate in a transitional program called Summer Blast. The program is designed to ease the transition from elementary school to middle school. Summer Blast’s curriculum and activities will parallel the Summer Advantage program. The Summer Blast program will address the English, Math, and social/emotional needs of students. Attached as Exhibit 13, please find sample curricula, lesson plans, and activity schedules for Summer Blast.

Middle school course sequence

COURSES	Grade 6	Grade 7	Grade 8
English Language Arts	Reading Writing Literature	Reading Writing Literature	Reading Writing Literature
Mathematics	Math 6	Math 7/Algebra 1	Algebra 1/Geometry
Science	Earth Science	Life Science	Physical Science
History & Social Science	World History/Ancient Times	World History/Medieval Times	US History/Geography
Physical Education	PE	PE	PE
Academic Electives	Visual/Performing Arts Technology Math/Reading support	Visual/Performing Arts Technology Math/Reading support Foreign Language	Visual/Performing Arts Technology Math/Reading support Foreign Language
Family	6 th grade family	7 th grade family	8 th grade family

Interventions and Supports

Middle school students will take part in the LINK program two days a week. LINK is a 30-minute block at the end of the day where students are linked with teachers for additional instructional support to best prepare middle school students to transition to the Early College High School model. LINK is a key component of the Early College model and a critical resource for students to get additional help. Students who need additional support in any subject will participate in an extended day program where students receive additional help from teachers in the areas of most need. Extended day can also be used to fill knowledge gaps to bring students up to grade level and then increase Early College preparedness.

Intersection with our High School

Middle school students do not interact with the high school students on a daily basis. The middle and high schools will have staggered start and end times each day with the middle school starting 25 minutes after the high school each morning. This will also be true for lunch times. Students will have opportunities to interact through structured collaboration, peer mentoring, and events. This peer mentoring will focus on building relationships between high school and middle school students, creating buy-in to the Early College path and culture, and simply authentic mentors.

Middle School Schedules

Students will be enrolled in six courses each semester. On Mondays through Thursdays, those courses will be taught in two-hour blocks (each course is taken twice during those four days), and on Fridays, they will be taught in one-hour periods.

Typical Block Schedule		Typical Friday Schedule	
Block 1	8:15 – 10:15	Period 1	8:15 – 9:15
Block 2	10:20 – 12:20	Period 2	9:20 – 10:20
Lunch	12:20 – 12:50	Period 3	10:25 – 11:25
Family	12:50 – 1:20	Period 4	11:30 – 12:30
Block 3	1:25 – 3:25	Lunch	12:30 – 1:00
LINK	3:30 – 4:00	Family	1:00 – 1:30
Extended Day	4:00 – 4:30	Period 5	1:30 – 2:30
		Period 6	2:30 – 3:30

Weekly Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Block 1	Block 2	Block 1	Block 2	Period 1
Block 3	Block 4	Block 3	Block 4	Period 2
Family	Family	Family	Family	Period 3
Lunch	Lunch	Lunch	Lunch	Period 4
Block 5	Block 6	Block 5	Block 6	Family
	Link	Link		Link
				Period 5
				Period 6

Middle School Subjects CAASPP Tested

6th Grade	7th Grade	8th Grade
English Language Arts	English Language Arts	English Language Arts
General 6 th Math	General 7 th Math or Algebra 1	General 8 th Math Or Algebra 1
	Writing (March)	Science
	Physical Fitness Test (non CAASPP)	Social Studies

Development of Middle School Program (Progress Updates)

As NOVA Academy ECHS will not be serving middle school students until the second year of its renewal term, it will communicate regularly, quarterly (or as otherwise agreed upon by the Charter School and the District), with the District about the Charter School’s actual development of the middle school program. This communication shall include, but is not limited to, NOVA Academy ECHS’s development of curriculum and the provision of samples of program materials, rubrics and assessment materials to be used in the middle school grades.

HIGH SCHOOL PROGRAM

Preparation for College

NOVA Academy Early College High School is educating parents and students on how to navigate a roadmap to college. This is initiated during Parent and Student Orientations and continues throughout the students’ high school career. The Fall and Spring Parent Summits and our College Pathways series offer an array of college related topics throughout the school year. NOVA Academy Early College High School consistently offers opportunities for our students and their families to increase their knowledge regarding the transferability of high school courses and the eligibility of courses to meet college entrance requirements. Our students take courses that have been approved to meet college entrance requirements of the University of California (“UC”) and California State University (“CSU”). Students and parents are given a Course Sample Individual Student Plan with a customizable roadmap to college, which outlines high school classes NOVA Academy Early College High School students are expected to take each year from 9th through 12th grade. Attached as Exhibit 8, please find a sample ISP. Students are presented with the opportunity to take college courses, through a college, each semester. These courses are typically transferable to a UC or CSU and acceptable for credit Furthermore, parents are educated on the A-G requirements, GPA goals, and the types of colleges and universities in the State.

Transferability of Courses and Eligibility of Courses to Meet College Entrance Requirements

The Charter School notifies parents of the transferability of courses to other public high schools through: the Student and Parent Handbook (distributed annually at the beginning of each school year); and an in-person exit interview. The Charter School notifies parents of the eligibility of courses to meet UC/CSU college entrance requirements through the Student and Parent Handbook (distributed annually at the beginning of each school year). The Student and Parent Handbook is attached as Exhibit 16.

Common Core State Standards

NOVA Academy ECHS plans to roll out the Common Core State Standards at the start of the 2013-2014 academic year. To ensure a rigorous and aligned CCSS implementation plan, NOVA has outlined clear steps for the upcoming months for both English language arts and math.

When	What	Who
Dec 2012	CCSS Introduction PDs	OC Dept of Ed
Jan 2013	Smarter Balanced Assessment PD	OC Dept of Ed
Jan – Feb 2013	Knowledge level vs. Cognitive domain PDs	Teachers and Principal
March 2013	Analysis of current pacing guides and standards using the tri-state rubric	Teachers and Principal
March 2013	Digging deeper into CCSS PDs	OC Dept of Ed/Principal
April – June 2013	Creation of CCSS pacing guides and syllabi	Teachers
April – Aug 2013	Creation of CCSS lessons and benchmarks	Teachers
Aug – Dec 2013	CCSS implementation, reflection, revision PDs	Teachers and Principal
Jan 2014	CCSS Teacher semester one implementation debrief and action plan	Teachers and Principal
Jan – May 2014	CCSS semester two implementation	Teachers
May 2014	CCSS year one debrief, reflection, and action plans	Teachers and Principal
May – Aug 2014	CCSS Lesson updates, modifications, and additions	Teachers

CAHSEE Preparation

CAHSEE preparation begins in March of students’ ninth grade year at NOVA Academy ECHS. Students take a Mock CAHSEE to determine areas of strength and growth and assess if a CAHSEE Preparation course is necessary during their 10th grade year. The CAHSEE prep courses are structured so students have access to two CAHSEE prep teachers specializing in English and Math to best meet their individual needs. The CAHSEE prep course creates a personalized instructional program to assess students’ current skill level per strand and fill in knowledge gaps. Students also prepare for the CAHSEE by participating in a CAHSEE Boot camp covering test-taking strategies, time-management, and any knowledge gaps.

College Pathways

The College Pathways series is integrated into Family programming throughout the academic year for high school students. This series focuses on college related themes and educates our students in the various aspects in preparing for the college admissions process. Grade specific monthly calendars and checklists outline the various activities in which college minded students need to be engaged. Individual student plans (see Exhibit 8) are reviewed and updated quarterly highlighting each student's individual road map to college. Themes covered include writing effective essays, grants, loans, finding scholarships and virtual college tours to name a few. NOVA offers the opportunity to tour local universities and colleges along with visits to local college fairs several times throughout the academic year. Additionally, the College Pathways series extends into summer for students transitioning into their senior year, who meet the minimum criteria to apply to a four year state university directly from high school.

Summer Advantage

Summer advantage is a three-week program for all incoming 9th graders, and continuing 8th graders from the NOVA middle school. Incoming 9th graders who enroll at NOVA Academy before the summer receive Summer Advantage enrollment information in their home language, and the student is enrolled in the Summer Advantage program. Enrollment materials are printed in English and Spanish, and other linguistic needs are handled on a case-by-case basis as needed. Summer Advantage consists of English and math curriculum as well as team building and acclimation to the Charter School's Early College culture. Students have the opportunity to build relationships with all NOVA Academy ECHS stakeholders and learn the ins and outs of the Charter School so when the school year starts, students are ready for the first day of school. Finally, students participate in the creation of a cross curricular culminating project to be presented on the last day of Summer Advantage coupled with a celebration.

Graduation

Graduation is central to the accomplishments of every NOVA Academy ECHS student, and our goal is to shape and design a curriculum which allows students to achieve that end. See Exhibit 17 for detail of NOVA Academy ECHS graduation requirements, and University of California and California State University admission requirements.

Senior Exit Portfolio

The NOVA Academy Early College High School Senior Exit Portfolio is an additional requirement for NOVA Academy ECHS students. The Senior Exit Portfolio is a student-selected collection of work which represents his/her educational journey and includes reflections and achievements in academic studies, personal growth, and extracurricular activities. Furthermore, students are required to present and defend the work submitted in their portfolios to a review team made up of community leaders. As the student completes his/her high school years and continues towards future goals, this portfolio provides an authentic assessment tool for the student to evaluate his/her learning, for the staff to review programs/projects from the student's perspective, and for the school community to witness the demonstration of the ESLRs. Exhibit 18 provides greater detail about the Senior Exit Portfolio and Exit Interview, sample exit interview questions, and information on how to complete this collection of work.

In order to graduate, NOVA Academy ECHS students will meet Charter School graduation requirements and Santa Ana Unified School District academic standards. Students will graduate with a NOVA Academy ECHS diploma in addition to any other credential, diploma, or recognition NOVA Academy ECHS may choose to award its graduates.

Internships

NOVA Academy ECHS is developing its Internship Program. Research has shown that students who are involved in internships do much better in challenging high school and college courses. This may be because these activities add relevance to the educational experience, involve close relationships with helpful adults, and help students to see themselves in their desired positions in the future.

Internships also allow students to plan for the future. This focus on the future assists them with the development of their long term educational plans. Internships also add an important connection to the community. At NOVA Academy ECHS, as in many other early college high schools around the country, students use the Individual Student Plan to map out their educational plans. When students take responsibility for their own education, it allows them to develop a sense of ownership. As students and teachers and counselors work together, the Charter School develops a culture where all students are known and valued.

PROFESSIONAL DEVELOPMENT

Teachers attend various relevant conferences and professional development seminars designed to help them develop lessons that are beneficial to student learning. They attend professional development workshops hosted by the Orange County Department of Education, the Middle College National Consortium (specifically geared to Early College High School teachers), and various other agencies which are designed to help our teachers to learn research-based best practices in their teaching. Teachers additionally receive weekly professional development which gives them the understanding of best practices and sensitivity to serve our particular population. Furthermore, they attend workshops that teach the use of culturally relevant and culturally responsive practices and strategies which help teachers to make connections to the lives of their students using their prior knowledge. Our focus is for teachers in all subject areas to concentrate on reading and writing across the curriculum as they make the content come alive.

Professional development is provided by designated staff persons or experts who model the process of examining samples of student work to ensure students are mastering course content.

Professional development topics include:

- Annual, quarterly, and monthly goal setting with action plans
- Benchmark backwards planning
- Differentiation
- Understanding and teaching students with disabilities
- Motivating all students for excellence
- Checking for understanding
- NOVA signature practices

- Students standard trackers
- Exit slips
- Writing across the curriculum
- Rotational learning

ANNUAL GOALS AND ACTIONS IN THE STATE PRIORITIES

Attached as Exhibit 29, please find the Charter School’s current Board-approved Local Control and Accountability Plan (“LCAP”), which includes its annual goals and actions in the State Priorities.

In accordance with Education Code Section 47606.5, on or before July 1, 2015, NOVA updated its LCAP, and each year thereafter NOVA 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.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

The High School Counselor and the Family teacher work to assure that each student has the tools and support necessary to achieve his/her goals. In addition to reviewing the student’s Individual Student Plan, disaggregated data pertaining to that student is evaluated and a plan of action is set forth.

Academically low achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the CAASPP, CELDT, and CAHSEE tests. Other methods of identification are: teacher referral, failure to complete class work and/or homework assignments, poor grades on progress reports and/or report cards, and poor study habits. NOVA Academy ECHS students may also be identified because of severe difficulties in their homes which produce an atmosphere that is not conducive to studying.

Students are provided with an academic planner/calendar book. The students are instructed to write down their assignments and important information regarding the assignments and place them at the upper corner of their desks. Teachers pass through the classroom checking to see that students have completed this task. Parents or guardians are asked to check to see that the assignments are completed and initial the planners each day.

Students who are achieving below a 2.0 grade point average are on an Academic Probation or Improvement Plan and are assigned to our After School Intervention program which operates three day per week. Students meet with their classroom teachers and academic learning interns to receive assistance in the classes where they are having difficulty. They circulate weekly progress reports that provide vital information on their progress as well as giving teachers information for the planning of instructional strategies to meet their needs.

Prior to excluding a student for academic underperformance, NOVA Academy ECHS shall take reasonable actions to intervene on behalf of the student and hereby affirms that the Charter School will comply with student due process rights prior to removing a student from NOVA Academy ECHS. NOVA Academy ECHS will use an Academic Probation Program to raise the

performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student. (See Exhibit 16 for a description of due process afforded to academically underperforming students, which occurs over the course of at least one school year, included in the Student and Parent Handbook.)

Academic Probation provides that no student may be excluded for academic underperformance prior to the completion of one full semester during which the Academic Probation Program is implemented in good faith. The Academic Probation Program shall be provided at no cost to the student.

English Language Strategies to Improve Achievement

Our aim is to ensure that each student is able to apply his/her language skills in all areas so he/she can achieve his/her academic goals. The population of NOVA Academy ECHS is 93% Hispanic, so the attainment of proficiency and comfort with the use of the English language is critical. Literacy across the curriculum means that specific strategies in English are used in every classroom. We use standards-aligned instructional materials and strategies such as:

- Supplemental appropriate leveled books that are standards based to provide differential instruction
- Standardized testing intervention program materials.
- Sustained Silent Reading Program using standards based materials.
- Library with a wide range of books and reading levels
- Continuous evaluation of students' reading with state textbooks and other standards-based reading materials.
- Differential instruction based on students' needs in each content area with a schoolwide focus on Writing across the Curriculum.

Mathematics Strategies to Improve Student Achievement

NOVA Academy ECHS math teachers use standards-based assessments and materials to instruct our students. Additionally, teachers incorporate benchmarks for mathematics into their instruction so that their pacing of the lessons and skills taught are in line with the state tests and the students' needs. Students receive extensive tutoring if necessary so that they can develop the skills needed to help them to become proficient in mathematics. Teachers work to create strategies to best meet the needs of individual students and to span the standards taught for each student's grade/math levels:

- Students are placed in math classes based on multiple measures including grades, CAASPP data, college placement test data, and teacher recommendation.
- Teachers will use benchmarks in the planning of their lesson to differentiate instruction and to re-teach as necessary.
- Professional development regarding connecting class content with standards and identifying standards daily in relevant terms and reference standard being taught
- Improve math instruction by developing teachers' capacity to provide differentiated instruction for diverse learners through intensive professional development.

- Supplemental math materials that are standards-based to provide differentiated instruction
- Teachers collaborate and use planning time to analyze student work and develop specific lessons tailored to the needs of low achieving students
- Regular analysis of samples of student work to ensure that students are mastering content standards for their math level
- Teachers will focus on conceptual as well as procedural knowledge as a means of further scaffolding math content standards. This works well for English Learners.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

NOVA Academy ECHS provides for the needs of its students who are academically high achieving in a variety of ways. The classroom teacher delivers instruction that provides appropriate levels of challenge for our advanced learners. The teacher is charged with doing a balancing act as he/she differentiates instruction to provide for qualitatively different depth and pace for the advanced learner, while at the same time providing appropriate lessons for all students.

Academically high achieving students are identified using various forms of data. Results of the state-standardized test scores are reviewed from the CAASPP and CAHSEE tests. Other methods of identification are: teacher referral, high grades on progress reports and/or report cards.

Teachers use a variety of strategies, always insuring that academic standards are met. Students are involved in independent projects that allow academically high-achieving students to go above and beyond while exploring a project that meets their special interest. The teacher acts as a facilitator, thereby allowing the student to discover information and become experts in their own right. Teachers also make use of Bloom’s Taxonomy, encouraging the advanced learner to focus in the levels of Analysis, Synthesis, and Evaluation. Teachers make an effort to identify the intelligences of each child by incorporating the Theory of Multiple Intelligences into their lessons. This further allows students to advance and achieve at the highest levels based on their own areas of intelligence.

In addition to these and other strategies in the classroom, advanced learners are engaged taking college classes. They are highly successful in their college classes, partially because these classes offer them a greater challenge, which gives them a sense of confidence and pride. It also gives them a sense of belonging to a college culture which assists and propels them toward planning for their short and long-term educational and life goals.

Advanced placement (“AP”) classes are another opportunity for high achieving students to earn college credit and to challenge themselves academically. Students who enroll in AP classes are encouraged to take AP tests in those subjects with the potential to earn college credits with a passing score.

The summer college pathways programs open to all college eligible incoming 12th graders includes SAT/ACT prep, and college/university admission and enrollment support. Students write personal statements, research colleges and universities, and receive counseling and support on which colleges to apply to.

PLAN FOR ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (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 enrollment¹ and at least annually thereafter between July 1 and October 31st 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.

All references in the charter petition to the CELDT will be understood by the Charter School and the District to mean the English Language Proficiency Assessments for California (“ELPAC”), when it replaces the CELDT.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the

¹ 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.

participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix may be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Strategies for English Learners

The programs materials and strategies to be developed, implemented, and administered may include:

- English Learners who have less than adequate development will receive daily designated instruction in English Language Development and/or Critical Reading courses.
- English Learners who have reasonable fluency in English (designated Intermediate) will receive daily instruction based on their language proficiency needs and grade level instruction in the core content areas.
- Supplemental materials will be used to provide supplemental services to EL students and for their intervention programs.
- Bilingual teachers will develop interventions for ELs who are not making adequate progress on the benchmarks.
- NOVA Academy ECHS will provide on-going professional development in the area of ELD instruction.
- The ELD teacher will work with the principal and other teachers to visit the EL student in their various classes The EL student shall be given instruction in conversational English and in academic language
- All of the teachers at NOVA Academy ECHS shall have had Specially Designed Academic Instruction in English ("SDAIE") strategies incorporated into their teacher training program.
- Teachers will coordinate EL testing and provide input on student placement within the curriculum.
- Principal and ELD teacher visit classrooms to monitor ELD instruction and to ensure that the academic needs of the targeted students are met.
- Academic achievement in the core subjects will be achieved through primary language support whenever necessary and possible.

Promoting parental and community participation in EL programs will be accomplished through the following:

- Parents will be informed of how the program will specifically help their student learn English taught by qualified teachers who are providing research based instruction.

- Parents will be encouraged to be involved in the academic achievement of their student through written and oral communications which have been translated into the Spanish language Translation into other languages can be accomplished through the use of Santa Ana Unified School District personnel when necessary.
- Parent meetings and conferences regarding their student’s identification, placement, progress, and exit criteria will have translators available
- Parents will receive support strategies to assist their student at home
- Spanish speaking individuals will make phone calls to parents and translate at meetings
- Wrap Around, Family Preservation and the Foster Care system will provide additional services, which empowers parents of EL students to be an integral part of the Charter School and their community
- These organizations will assist NOVA Academy ECHS in connecting families with much needed educational and social services

Monitoring and Evaluation of Program Effectiveness

The evaluation for the program effectiveness for ELs in the Charter School will include:

- Adhere to Charter School-adopted 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.

PLAN FOR SPECIAL EDUCATION

The text below provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a Memorandum of Understanding (“MOU”) or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific MOU document being renewed/revised/modified and applicable law.

SPECIAL EDUCATION SERVICES / 504

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 individual education program and in compliance with the IDEA.

D. Section 504 and the Americans with Disabilities Act (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, Individual 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 Individual 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. Individual 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 Schools 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 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 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, and Charter School 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 NOVA Academy ECHS 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 NOVA Academy ECHS 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 NOVA Academy ECHS 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 day of invoice. If not fully paid the remaining amount or 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.

The Charter School reserves the right to make verifiable written assurances to become its own local educational agency for the purpose of special education.

NOVA Academy ECHS shall be deemed a school of the District for purposes of the provision of special education services unless and until it complies with the requirements of this paragraph. Should NOVA Academy ECHS 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 NOVA Academy ECHS would become its own LEA. Additionally, NOVA Academy ECHS must provide the District with final written notice that it has made a final decision to apply to become its own LEA on or before January 1 of the fiscal year preceding the fiscal year in which NOVA Academy ECHS would become its own LEA, and, if this is the case, the Charter School will actually submit its application to join a SELPA by no later than February 1, and will use due diligence in the pursuit of a decision by the SELPA at the earliest possible opportunity. At the time NOVA Academy ECHS provides such final notice, the notice must include verifiable, written assurances that NOVA Academy ECHS 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 and that it will provide special education services in accordance with federal and state law. NOVA Academy ECHS will notify the District within two business days of receipt of a determination by the SELPA whether NOVA Academy ECHS has been accepted as an LEA member of a SELPA. At any time that NOVA Academy ECHS 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 NOVA Academy ECHS students, regardless of the school district of

residence of such students, and NOVA Academy ECHS shall be exclusively responsible for the coordination and provision of special education services to NOVA Academy ECHS students and for any and all other obligations of a school or school district relative to services for students with special needs.

III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purpose 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. 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)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is 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)

Attached as Exhibit 29, please find the Charter School's Local Control and Accountability Plan, which provides documentation of the alignment of pupil outcomes to the state priorities. The methods for measuring pupil outcomes will be consistent with the way the School will report information on its school accountability report card.

NOVA Academy ECHS shall meet all statewide standards applicable to students in non-charter public schools and shall conduct all required pupil assessments pursuant to California Education Code Section 60605 or any other student assessments applicable to students in non-charter public schools.

The students of NOVA Academy ECHS will meet the academic standards as adopted by the State Board of Education.

It is the goal of NOVA Academy ECHS to create a school that motivates and assists all students in meeting or exceeding proficiency on state academic mandated tests. The administration and certificated staff of NOVA Academy ECHS will conduct an annual review of data to track progress toward goals, as measured by the State-Mandated Standardized Tests results and benchmark assessments in reading, writing, language proficiency and mathematics. The Charter School will align 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.

NOVA Academy ECHS will pursue the following measurable student outcomes. The outcomes will be measured as detailed in the table below:

Student Outcome	Methods of Measurement	Frequency of Measurement
It is the goal of NOVA Academy ECHS that 90% of students graduate.	Meet Charter School, SAUSD, and State graduation requirements	Annually
It is the goal of NOVA Academy ECHS to have 80% of its graduates attend 2 or 4 year colleges immediately after graduation.	Student college tracking survey, Post-Secondary follow-up information	Annually
It is the goal of NOVA Academy ECHS to meet or exceed its Academic Performance Index (“API”) growth target annually.	API scores	Annually
It is the goal of NOVA Academy ECHS to meet adequate yearly progress (“AYP”) annually.	AYP reports	Annually
It is the goal of NOVA Academy ECHS for 100% of all students to pass both sections of the CAHSEE by the end of their senior year.	CAHSEE Scores	Annually
It is the goal of NOVA Academy ECHS for 80% of all students to pass both sections of the CAHSEE on their first attempt.	CAHSEE Scores	Annually
It is the goal of NOVA Academy ECHS to increase student attendance rates and to meet or exceed 92% ADA.	Attendance data	Monthly
It is the goal of NOVA Academy ECHS to develop a strong network with Foster Care Agencies, Wrap Around, Family Preservation and Child Protective Services	Meetings with collaborative agencies Evaluations and surveys to collaborative agencies	Monthly

On or before December 7, 2012 NOVA Academy ECHS shall submit to the District Superintendent or the Superintendent’s designee, for review and approval, revised reasonably comprehensive descriptions of measurable pupil outcomes that include outcomes that address increases in pupil academic achievement both school-wide and for all groups of pupils served by NOVA Academy ECHS, as those terms are defined in Education Code Section 47605(b)(5)(B) and Education Code Section 47607(a)(3)(B), as revised by SB 1290. Such revised pupil outcomes shall be incorporated into this Charter and made a part hereof.

As NOVA Academy ECHS has grown, and now has numerically significant pupil subgroups, including Hispanic or Latino and participants in Free and Reduced Price Lunch. The Charter School anticipates that English Learners will also become a numerically significant pupil

subgroup, either this year or soon in the future. Academic goals and outcomes for the current year have been established in the chart below.

Group/Subgroup	2010-11	2011-12	2012-13 Goal	Growth
Schoolwide	715	713	718	5
Hispanic or Latino	707	709	714	5
Participants in Free or Reduced Price Lunch	709	713	718	5
English Learners	664	677	684	7

For the coming charter term, NOVA Academy ECHS has established the outcome that student academic achievement will increase, both schoolwide, and for all numerically significant pupil subgroups, by 5 points annually, as measured by the API.

To achieve these outcomes schoolwide and for numerically significant pupil subgroups, NOVA Academy ECHS will continue to develop and execute interventions and programs detailed in this document including: student success teams, response to intervention programs, core content learning labs, and accelerated learning intern support.

NOVA’s Academic Performance Index reflects our school's composite academic achievement from a variety of statewide assessments. The API includes student test results from the CAASPP and the California High School Exit Examination (“CAHSEE”). The subject areas include English Language Arts, Mathematics, Science, and History.

Participation rates on both CAASPP and CAHSEE continue to be near 100%. As the school continues to grow, we are able to gather more data and make better decisions based on student outcomes to ensure continued academic improvement.

Teachers use various forms of assessment to evaluate student performance, particularly the data from the CAASPP. Teachers discuss their concerns and collaboratively design individual solutions to help students achieve success. Teachers use these assessments to plan instruction and to specifically determine target students in each core class and formulate an academic plan for those students. Additionally, focus areas are determined and plans are developed so that each student moves toward proficiency and beyond. Mastery of subject standards is an ongoing process and is an additional indicator of student progress at each level. Teacher determined performance by local measures is very closely aligned with our CAASPP performance results.

In addition to having a curriculum that is designed to meet the needs of its targeted students, before and after school support classes are also available for students not working up to their potential. Research based interventions are used to address student deficiencies and there is ongoing monitoring of student outcomes in interventions to determine the effectiveness of such programs and strategies. Student progress is continually assessed throughout the year using formative and summative assessments and benchmarks, including other state tests such as CELDT and CAHSEE, teacher driven evaluations, and observations. NOVA Academy ECHS brings all resources to bear to help students master their state mandated grade level standards.

With the exception of the 2010-11 school year, academic outcomes have continually improved at the school as measured by API, CAHSEE and CST scores over the last 4 years. 10th grade

CAHSEE pass rates in math reached 90% for the first time in the 2011-12 school year. Overall proficiency rates continue to improve over the past 4 years.

API scores 2009-2012

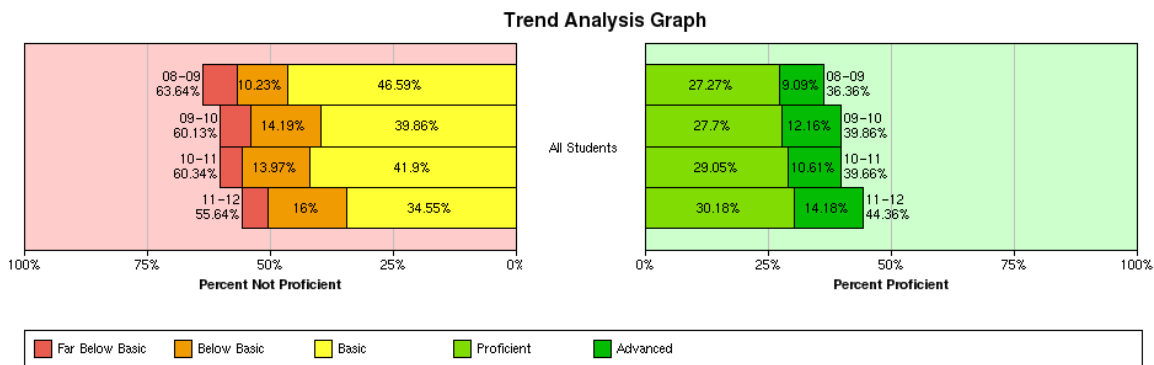
API Results				
	2008-09	2009-10	2010-11	2011-12
Base API	724	728	715	713

*Estimated API based on CST and CAHSEE results

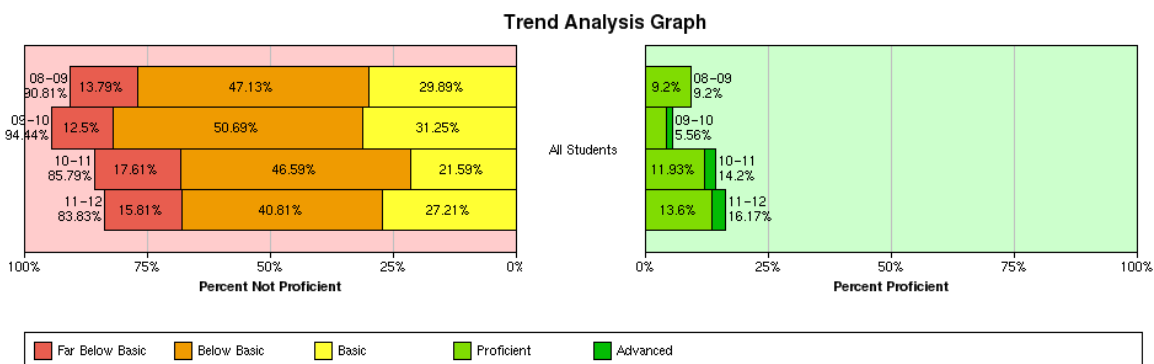
CAHSEE results 2009-2012

CAHSEE Results				
	2008-09	2009-10	2010-11	2011-12
English pass rate	73.00%	84.00%	87.00%	82.00%
Math pass rate	88.00%	84.00%	78.00%	90.00%
Average pass rate	80.50%	84.00%	82.50%	86.00%

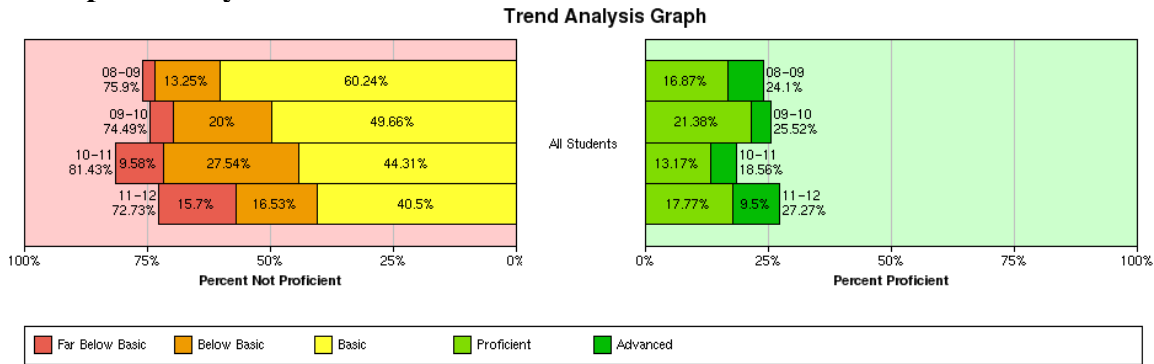
English Language Arts proficiency rates 2009-2012



Math proficiency rates 2009-2012



Science proficiency rates 2009-2012



METHODS OF ASSESSMENT

NOVA Academy ECHS will comply with state assessment requirements.

NOVA Academy ECHS uses various tools of assessment to evaluate the progress of its students. Formal assessment of students takes place on an on-going basis through progress reports prepared every 10 weeks and report cards distributed at the end of each semester. These assessments guide instruction and assist teachers in developing informal groups for students. At the end of each reporting period, the instructional staff looks at the data to determine if the students are meeting the standards for that grade level, and to assess their strengths and weaknesses. These evaluations are used to implement schoolwide teaching strategies designed to improve student achievement. The mandatory state standardized tests, CAASPP tests, are administered in the spring of each year, and this data is a valuable tool in guiding instruction. Teachers take the CAASPP testing data and determine which are the areas of greatest weakness for the students in their classes. Teachers differentiate instruction based upon students' abilities and needs.

NOVA Academy ECHS continually uses a blend of formative and summative assessments which consist of both standardized and non-standardized tests, addressing multiple levels of Bloom's taxonomy. Non-standardized individual assessments include, but are not limited to: free response questions, student portfolios, essays, speeches, etc. A number of school-wide non-standardized assessments are used, including, but not limited to: journaling and journal prompts, science fair projects. Each assessment provides data points for both teachers and students to analyze and make instructional decisions. Data from these assessments is analyzed by standard, objective, student, class, grade level, vertically, and school wide. Teachers use this formative and summative information to make decisions to remediate, provide more practice, and/or extend knowledge. Students use this data to take ownership over standard mastery, learning objectives, continual reflection, and practice to master all standards. Samples of non-standardized assessments and rubrics for quality, relevance, and adequacy are included in Exhibit 14, as mentioned above.

As stated above, the CELDT is also administered at the beginning of the year as required by law and gives us a clear indication of which students need specific assistance in their English language development. Specific instructional strategies and intervention programs are developed to address these needs for each student at NOVA Academy ECHS through each student's ISP.

Moreover, daily instruction will provide consistent feedback through teacher observations, project achievements, criterion referenced tests, open-ended tasks, and performance samples. NOVA Academy ECHS will measure progress on an ongoing basis so parents/guardians and educators know how well students are performing. Progress is reported to parents/guardians through phone calls from the teachers, notices home (both positive and intervention), progress reports and report cards. Students also receive progress reports and grades from their college classes.

NOVA Academy ECHS shall take reasonable actions to intervene on behalf of a student who is in danger of not meeting outcomes. NOVA Academy ECHS may use an Academic Probation Program, included within the Student and Parent Handbook (Exhibit 16), to raise the performance of the student, which shall include commitments on the part of the Charter School, as well as the family or guardian of the student.

Sample Rubrics

Below is a sample rubric for English, Geometry, and Anthropology. Attached as Exhibit 14, please find additional sample rubrics for core content classes.

ENGLISH 9: Rubric: Narrative Essay

- 1. Prewrite/Brainstorm _____ / 5 points
- 2. Rough Draft/Compose _____ / 10 points
- 3. Self Evaluation _____ / 5 points
- 4. Re-Write _____ / 10 points
- 5. Peer Edit _____ / 5 points

MLA Format

- Typed (4 points) Y I N
 - Correct Header (4 points) Y / N
 - Page Numbers (4 points) Y / N
 - Title (2 points) Y / N
 - Indented Paragraphs (2 points) Y / N
 - 12 Point Font <2 points) Y / N
 - Times New Roman Font (2 points)..... Y / N
- / 20 points

Final Copy _____ /50 points

- Spelling (no mistakes / few mistakes / many mistakes)
- Grammar (no mistakes few mistakes / many mistakes)
- Dialogue Used (yes / no)

- Was the story Clear? (yes / no)
- Did the author use vivid imagery? (yes / no)
- At least 2 pages long? (yes / no)
- 5 paragraphs (yes / no)
- Sentence Structure (no mistakes / few mistakes / many mistakes)

Comments: _____

Total / 100 points

GEOMETRY Rubric: Conditional Statement Storybook

Objective: To write and illustrate a children's book using a logical chain, similar to "If you give a pig a pancake"

Standard: 3.0 — Students construct and judge the validity of a logical argument and give counterexamples to disprove a statement,

Requirements:

- Story follows a logical chain with at least 10 conditional statements of which:
 - at least 2 connect so that the Law of Syllogism can be used,
 - At least one is the inverse, converse, or contrapositive of another
 - Story uses school appropriate storyline and language.
 - Book is neatly done and handwriting is readable.
 - Book contains colored illustrations.
 - Book is "bound" in some way, such as being in a report cover or folder, or by folding pages over and stapling them into a booklet.
 - Book should include a cover page (with the title and author).
 - You may work in groups of 2 or 3 to write your book.

CATEGORY	1	2	3	4
Conditional Statement Story	Story contains less than 6 school-appropriate conditional statements.	Story contains at least 6 school-appropriate conditional statements.	Story contains at least 8 school-appropriate conditional statements.	Story contains 10 school-appropriate conditional statements.
Logic	Less than 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive.	At least 50% of the conditional statements follow a logical chain. May or may not have included the Law of Syllogism or an inverse, converse or contrapositive.	At least 75% of the conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive.	All conditional statements follow a logical chain, Included the Law of Syllogism and the inverse, converse, or contrapositive.

Illustrations	Less than 50% of the pages contain colored illustrations.	At least 50% of the pages contain colored illustrations.	At least 75% of the pages contain colored illustrations.	All pages contain colored illustrations.
Timeliness	Story is turned in 3 days late.	Story is turned in 2 days late.	Story is turned in 1 day late.	Story is turned in on time.

Note: At least one member of your group must return this directions/rubric page to receive credit for your storybook.

This Project is due by _____

ANTHROPOLOGY Rubric: Cultures of the World

Student Name:
Grade:

CATEGORY	4	3	2	1
Organization	Information is very organized with well constructed paragraphs and subheadings,	Information is organized with well-constructed paragraphs.	Information is organized, but paragraphs are not well-constructed,	The information appears to be disorganized.
Amount of Information	All topics are addressed and all questions answered with at least 2 sentences about each.	All topics are addressed and most questions answered with at least 2 sentences about each.	All topics are addressed, and most questions answered with 1 sentence about each.	One or more topics were not addressed.
Quality of Information	Information clearly relates to the main topic. It includes several supporting details and/or examples are given.	Information clearly relates to the main topic. It provides 1-2 supporting details and/or examples are given.	Information clearly relates to the main topic. No details and/or examples are given.	Information has little or nothing to do with the main topic.
Sources	All sources (information and graphics) are accurately documented in the desired format.	All sources (information and graphics) are accurately documented, but a few are not in the desired format.	All sources (information and graphics) are accurately documented, but many are not in the desired format.	Some sources are not accurately documented.
Notes	Notes are recorded and organized in an extremely neat and orderly fashion.	Notes are recorded legibly and are somewhat organized.	Notes are recorded, but not organized.	Notes are recorded only with peer/teacher assistance and reminders.

Paragraph Construction	All paragraphs include introductory sentence, explanations or details, and concluding sentence.	Most paragraphs include introductory sentence, explanations or details, and concluding sentence.	Paragraphs included related information but were typically not constructed well.	Paragraphing structure was not clear and sentences were not typically related within the paragraphs.
Diagrams & Illustrations	Diagrams and illustrations are neat, accurate and add to the reader's understanding of the topic.	Diagrams and illustrations are accurate and add to the reader's understanding of the topic.	Diagrams and illustrations are neat and accurate and sometimes add to the reader's understanding of the topic.	Diagrams and illustrations are not accurate OR do not add to the reader's understanding of the topic.

USE AND REPORTING OF DATA

NOVA Academy ECHS has taken several steps to plan and develop methods of collecting, analyzing, and using disaggregated data to drive instruction, improve student achievement, and aid in the improvement of the decision-making process at our school. NOVA Academy ECHS's staff works collaboratively for the purpose of analyzing and disaggregating the CAASPP testing data. We also use the data from CELDT and from the CAHSEE. The results of these combined types of data help to drive the instruction at our school. The staff extracts specific information from the testing data and determines the most common areas of weakness and or deficiency in our instruction. Teachers use this combined data to help guide their instruction and focus on specific strategies to eliminate the student's gaps in learning. The small class sizes at NOVA Academy ECHS teachers differentiate instruction to meet the diverse needs of their students.

NOVA Academy ECHS faculty uses standards based and relevant questions that address the areas of weakness in our students. These questions are used, in conjunction with standards based Pacing Guides, to plan and augment standards-based instruction in all classes across the curriculum. We have worked to completely maximize the capabilities of the DataDirector program, which allows staff to input testing and other such data into the system to be disaggregated and utilized to improve instruction.

In addition, NOVA Academy ECHS collects attendance data through the AERIES software program. Accurate and timely maintenance of attendance is critical at NOVA Academy ECHS because the population of students we serve is generally plagued with issues of poor attendance and punctuality. As a result of the disaggregated attendance data, parents are notified in a consistently timely manner as to the punctuality and attendance of their students. AERIES provide data on students who have exceeded the maximum number of allowable tardies, and gives information verifying when and why they were tardy. This allows our NOVA Academy ECHS staff to provide corrective measures to help students modify their behavior.

NOVA Academy ECHS shall provide the District, on an annual basis, 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.

IV. GOVERNANCE STRUCTURE

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)

NON-PROFIT PUBLIC BENEFIT CORPORATION

The Charter School is a directly funded independent charter school, operated by NOVA Academy, a California Nonprofit Public Benefit Corporation, pursuant to California law upon approval of this Charter.

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 may be 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 Exhibit 19, please find the NOVA Academy Articles of Incorporation, Corporate Bylaws, and Conflicts Code.

BOARD OF DIRECTORS

The Charter School will be governed by the NOVA Academy Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The NOVA Academy Board will have at least five (5) and not more than twenty (20) directors. All directors shall be designated by the Board. All directors are to be designated at the corporation’s annual meeting of the Board of Directors. Each director shall hold office unless otherwise removed from office in accordance with NOVA Academy’s bylaws for one (1) three (3) year initial term, with one (1) three (3) year renewal option if designated by the Board.

The District Governing Board reserves its right pursuant to Education Code Section 47604(b) to have a representative on the NOVA Academy 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 NOVA Academy Board shall serve solely at the District Governing Board or designee’s discretion and may serve an unlimited number of consecutive terms. The NOVA Academy 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. If the District chooses to appoint a representative to the NOVA Academy Board, the NOVA Academy Board shall appoint an additional Director as necessary to ensure that the Board of Directors is maintained with an odd number of Directors.

The NOVA Academy Board of Directors will be responsible for:

- Hiring, supervising, evaluating, disciplining, and dismissal of the Executive Director of the Charter School.
- Approving and monitoring the implementation of general policies of the Charter School. These will 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 and budget revisions.
- Acting as fiscal agent for NOVA Academy ECHS. This includes the receipt of funds for the operation of the Charter School. According to the Bylaws of NOVA Academy ECHS, which are included in Exhibit 19, "The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board."
- Ensuring compliance with applicable state and federal charter school laws and the receipt of state, federal and private 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.
- 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 and Bylaws, and this charter necessary to ensure the proper operation of the Charter School.
- Preparing and submitting semi-annual (mid-year and end of the year) reports to the District regarding NOVA Academy's progress in implementing this Charter, the Memorandum of Understanding, (if applicable), and other specific matters as the District Board requests.

The current list of NOVA Academy ECHS Board Members along with the organizational chart is located in Exhibit 20.

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 the purposes for which schools are established.

Notwithstanding any conflict in the NOVA Academy Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of NOVA Academy and its Board of Directors shall comply with all laws controlling charter schools. NOVA Academy 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 laws and prohibitions, including prohibitions applicable to California non-profit corporations and/or California charter schools. By the terms of this Charter, NOVA 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 NOVA 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. NOVA Academy has adopted a conflict code which complies with these requirements. (See Conflicts Code in Exhibit 19.) As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

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 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.

Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, practices, or terms of any collective bargaining or other agreement of NOVA Academy ECHS, the provisions of this Charter shall prevail. 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 NOVA 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 NOVA, the provisions of this Charter shall prevail.

NOVA 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 NOVA's governance structure and/or Charter, NOVA 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 NOVA 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). NOVA's Bylaws shall be revised to reflect these procedures for revision to the Bylaws.

NOVA 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.

CHARTER SCHOOL LEADERSHIP

President and Founder

The NOVA Academy President and Founder is responsible for overseeing the overall operations of NOVA Academy and advocates and represent NOVA Academy ECHS in the community. This position is currently held by Dr. Donald Verleur. At such time as Dr. Verleur no longer holds this position, its title will be modified to "President."

- The primary staff person to whom NOVA Academy Board of Directors delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the organization, and oversees organization personnel practices.
- Provides leadership and sound fiscal management for the organization and shall ensure that the corporation maintains comprehensive financial records.
- Advocates and represents the organization in community at events and with associations serving youth.
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the corporation/agency facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County, and other agency regulations governing education of students. Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.

Executive Director

The Executive Director is responsible for overseeing the overall operations of NOVA Academy ECHS. The NOVA Academy Board of Directors delegates authority for the overall administration of the Charter School's operations to the Executive Director. The Executive Director provides leadership for the effective functioning of the Charter School and oversees all

operations. He/she advocates and represents the Charter School in the community at events and with associations serving youth. The Executive Director also provides leadership and supervision in ensuring agency compliance with all Federal, state, county and other agency regulations governing education of students. The Executive Director's responsibilities include, but are not limited to:

- Hire and dismiss all employees of the Charter School.
- Develop plan in overseeing all facility growth and expansion needs.
- The primary staff person to whom the President and Founder delegates authority for overall administration of the corporation's business. Provides leadership for the effective functioning of the corporation and oversees all operations.
- Provides leadership and supervision of the development and implementation of effective education and treatment for all students.
- Provides leadership and supervision to ensure adequate staffing in all program areas of the agency, and oversees agency personnel practices.
- Provides leadership and sound fiscal management for the agency and shall ensure that the corporation maintains comprehensive financial records.
- Advocates and represents the organization in community at events and with association serving youth
- Attends regularly scheduled meetings of the NOVA Academy Board of Directors.
- Provides leadership and supervision for implementation of community relations efforts for the organization, facilitating an acceptable professional image in the community at large.
- Provides leadership and supervision in providing training on an ongoing basis to organization staff.
- Provides leadership and supervision in ensuring agency compliance with all Federal, State, County and other agency regulations governing education of students.
- Ensure that all sites are in compliance with regulations of the Education Code, the California Department of Education, and IDEIA.
- Provides leadership to and assures the development and implementation of an effective strategic and operational plan.
- Provides direction and leadership with grants, community partners and school districts.
- Oversee Marketing, Fundraising and Grant Proposals.
- Ensure educational instructional minute requirements are met.
- Responsible to ensure timely and accurate completion of Multi-Year Budget and Cash Flow Summaries.
- Responsible to oversee Independent Financial Audits.
- Oversee adherence to school safety policies.
- Act as the NOVA Academy representative with the California Charter Schools Association, and other outside groups.
- Ensure department and academic goals are met.
- Oversee WASC Accreditation.

Director of Charter Schools

The Director of Charter Schools is responsible for the overall functioning of the school site programs of all NOVA Academy charter schools, including educational, therapeutic and facility management. He/she prepares and monitors school budgets and is responsible for ensuring that

the Charter School meets its budget. The Director of Charter Schools oversees all annual compliance reports for the NOVA Academy charter schools, including but not limited to the attendance reports, CBEDs, SSID, ConApp, SARC, and any other state or federal agency report. He/she provides a narrative of financial reports for the Board of Directors. In addition, this position ensures that the atmosphere and resources to facilitate professional growth for employees is achieved. The Director of Charter Schools is under the direct supervision of the Executive Director. The Director of Charter Schools's responsibilities include, but are not limited to:

- Oversee overall functioning of school site programs; including educational, therapeutic and faculty management.
- Prepare and monitor school site budgets and assure that school sites meet or exceed their budgets.
- Evaluate, discipline, train and supervise principals, with input from Executive Director.
- Assist in hiring decisions of Charter School employees.
- Provide atmosphere and resources to facilitate professional growth for employees. Ensure that appropriate professional growth opportunities are provided to all Charter School personnel.
- Attend regularly scheduled meetings with Executive Director and other NOVA Academy administration.
- Oversee all Title One compliance regulations.
- Oversee all Single Plan for Student Achievement/SARC/WASC reports and update plans when due to the California Department of Education.
- Make sure all curriculum needs are ordered for each school year.
- Develop and oversee the collaboration with site principals all WASC applications, renewals and compliance.
- Oversee all Highly Qualified staff for No Child Left Behind laws and regulations.
- Set all academic score objectives, monitor progress toward those goals and make adjustments to programs as needed.
- Provide assessment data and school data on each site.
- Oversee that all state testing mandates and regulations are being adhered to at each site.
- Develop recruitment plans and events with the school site principals and administrative staff.
- Ensure that all school sites are in compliance with regulations of the Education Code, the California Department of Education, IDEIA, Charter School Regulations, and ECHS Regulations.
- Oversee all annual compliance reports for charter schools (including, but not limited to: CALPADS, P1, P2, Annual reports, district reports and updates).
- Ensure that all school sites adhere to school policies and procedures.
- Develop and implement new programs as directed by the Executive Director.
- Consult and offer recommendations for campuses in as requested.
- Perform other duties as assigned by the Executive Director.

Principal

The Principal is responsible for administrating all facets of the daily operations of the Charter School. He/she is the administrative leader of the Charter School, supervising and evaluating of all site personnel. All areas pertaining to curriculum, instruction, student assessment, staffing

facilities, student welfare, attendance, discipline, community relations, recruitment and student activities are all under the supervision of the principal. The Principal's responsibilities include, but are not limited to:

- Responsible for all areas pertaining to curriculum, instruction, student assessment, staffing, facilities, student welfare, attendance, discipline, community relations, and student activities.
- Principal will be the administrative leader of the Charter School; lead in supervision and evaluation of all site personnel.
- Interpret and implement state and District-approved curriculum guidelines, as appropriate.
- Act as liaison with Santa Ana Unified School District.
- Supervise the instructional program.
- Develop all schedules, registration procedures, and testing programs.
- Work with the counselor in addressing student issues.
- Coordinate interviewing and hiring teachers and support staff.
- Provide assistance to those teachers whose performance is in need of improvement;
- Assist in formulation of Charter School policies.
- Supervise implementation of Charter School policies and procedures.
- Maintain campus as a safe and productive environment for students and staff.
- Serve as liaison between the Charter School and community groups; provide visionary leadership in school reform and shared decision-making.
- Maintain contact with resource agencies.
- Be sensitive to the diverse needs of students, parents and staff.
- The Principal must have the ability to maintain the high standards achieved by a committed learning community; communicate information in a positive tone; and complete other duties, as needed and assigned.

SCHOOL SITE COUNCIL

The School Site Council at NOVA Academy ECHS was developed through our WASC accreditation application process.

The School Site Council is composed of parents, teachers, students, an administrator, staff, and a community person. The purpose is to monitor and review the mandates of the Single Plan for Student Achievement. The School Site Council ensures that the Charter School is in compliance with its plan and is accountable for the Title I funding NOVA Academy ECHS receives. The School Site Council also works with the principal to develop, review, and evaluate Charter School improvement programs and school budgets. The members of the School Site Council are generally elected by their peers. For example, parents elect the parent representatives and teachers elect teachers.

NOVA Academy ECHS's School Site Council makes decisions and advises the principal on the Charter School budget and the academic and/or school improvement plan.

In addition to academic planning, the School Site Council gives input on decisions about parent engagement, safety and discipline.

Over the course of a year, a typical School Site Council may consider the goals of the Charter School or the District and then work with the principal to evaluate the Charter School's progress toward those goals. In this evaluation, the School Site Council might consider Charter School test scores, attendance and discipline records, parent surveys, and input from students.

Upon reviewing the Charter School's progress, the School Site Council and the principal create a plan for improvement for implementation at the Charter School level (called the Single Plan for Student Achievement). This plan might involve a new academic program, staff member, or parent outreach strategy.

The School Site Council at NOVA Academy ECHS is more than a committee; it has an obligation to make decisions that will best serve the whole Charter School community. In fact, the School Site Council is specifically charged with finding ways to close gaps in achievement between groups of students.

PARENTAL AND COMMUNITY INVOLVEMENT

NOVA Academy ECHS believes in the principles of the early college initiative which are based on the premise that there must be involvement of all stakeholders for the Charter School's total success. There is a "family" atmosphere at NOVA Academy ECHS. Parents and guardians are partners in the education of their children given the premise that school, home, and community must work together to provide the highest quality education possible for their students. Communication with parents is paramount and they are involved not only in their child's academic education, but also in his/her social activities.

The counselors on staff at the Charter School also provide valuable resources to students and families. Not only does the Charter School give families information, it also helps to link families to available community resources.

Every year before Thanksgiving, a family feast for students, parents and invited community members is held. Parents/guardians join with the administration of NOVA Academy ECHS to provide a full Thanksgiving meal for our students and guests. This is so important because it is the only Thanksgiving meal that many of our students will have.

In addition, at various times during the year, the Charter School offers an array of activities (i.e. spring picnic, Kermes, Career Day, etc.) where the parents and community members provide assistance and support for the success of the activity. A Multicultural Day is held where parents and the community are involved in providing workshops on various cultures. This is a wonderful opportunity for students to learn about many cultures other than their own. This will, hopefully, help to bring about unity in our community. Moreover, student research projects on selected cultures are an outgrowth of this event.

The parents and guardians of NOVA Academy ECHS are involved in a Parent Advisory Council, ("PAC") which is an association of parents who wish to become an integral part of the functioning of the Charter School. The PAC meets twice monthly in order to keep abreast of the current academic, and social events at NOVA Academy ECHS. The PAC assists Charter School administrators with information pertaining to community outreach to parents/guardians of students at NOVA Academy ECHS. Though the NOVA Academy ECHS Administration is responsible for the implementation and outcome of programs and strategies utilized in the

classroom, the PAC is also used as a sounding board for strategies and programs that are being considered. The PAC is also where ideas and plans for fundraising are discussed and implemented.

Additionally, monthly parent meetings are held to convey information about Charter School homework policies, grading policies, college requirements, GPA calculation, programs, upcoming events, college information, changes to Charter School policies, code of conduct and other requirements of the classroom teachers and of the Charter School in general.

When problems arise or there is an immediate need to speak with a parent, it is easy to make a call home. Letters, school newsletters and flyers are also sent home to parents and we consistently make the effort to have this information translated into Spanish or other languages as needed. We have hired several full-time bilingual (English-Spanish) administrative assistant who provides translation services which enables our parents and guardians to communicate regularly with our staff. They also receive notices, letters, and personal phone calls from both the bilingual administrative assistant and our Spanish speaking teachers, encouraging them to attend our Parent Advisory Council meetings and important school events. It is important that NOVA Academy ECHS parents and guardians play an integral part in our school improvement, so they are involved with administrators, teachers, and students in this on-going process.

Twice a year, we host a Parent Summit. The purpose of the Parent Summit is to provide parent information and education (e.g. FAFSA, Internet safety, college readiness, sex education, teen issues, parenting the 21st century child). A survey is conducted to determine the topics that parents are interested in and then used to set the agenda accordingly.

IV. HUMAN RESOURCES

QUALIFICATIONS OF SCHOOL EMPLOYEES

Governing Law: The qualifications to be met by individuals to be employed by the school. -- California Education Code Section 47605(b)(5)(E)

NOVA Academy ECHS shall recruit professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities who believe in the instructional philosophy outlined in NOVA Academy ECHS's mission and vision. In accordance with Education Code Section 47605(d)(1), NOVA Academy ECHS shall be nonsectarian in its employment practices and all other operations. NOVA Academy ECHS shall not discriminate against any individual on the basis of race, religion or religious creed, color, national origin, ethnic group identification, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, pregnancy, age, sexual orientation, or military and veteran status, or any other basis prohibited by law. All employees shall receive a background clearance in accordance with Education Code Section 44237 and tuberculosis clearance before commencing employment.

Staff Employment

NOVA Academy ECHS will select all school staff. No employee of Santa Ana Unified School District, or any other district, shall be required to be employed at NOVA Academy ECHS. 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 NOVA Academy ECHS. NOVA Academy ECHS shall have the authority to terminate the position in accordance with the terms of that agreement.

NOVA Academy ECHS employees shall have the option to join, or not to join, any collective bargaining unit they choose.

Should the provisions of any NOVA Academy ECHS policy conflict with a collective bargaining unit agreement, NOVA Academy ECHS policy will prevail absent any other agreement with the bargaining unit to the contrary.

Santa Ana Unified School District may collaborate with the Charter School to announce transfer opportunities and to provide descriptions of position openings in a timely fashion.

The Charter School may also employ staff on-loan from other districts in the region, subject to agreements with those districts that include return rights.

QUALIFICATIONS

Attached, as Exhibit 21, please find job descriptions, including qualifications for employment, for the: assistant teacher, college counselor, Director of Charter Schools, Director of Counseling, Executive Director, President, and Principal. Employment qualifications are as follows:

President and Founder

Required Qualifications:

- A philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or Related Field.
- Minimum 10 years experience in the education field.
- Excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 10 year of Management and Leadership.

Executive Director

Required Qualifications:

- Must have a philosophy of supporting students in line with the mission and values of NOVA Academy.
- Must have a management philosophy that respects the value of people and seeks to maximize their potential in the work place.
- Master's degree in Education or related field.
- Possess a minimum seven years experience in the education field.
- Possess excellent written and verbal communication skills.
- Working knowledge of Department of Education requirements.
- Minimum of 5 years in Management/Leadership.
- Chief Business Officer Certification
- Charter Management Certification

Desired Qualifications:

- Administrative Services Credential

Director of Charter Schools

Required Qualifications:

- Master or Doctorate Degree in Education or related field.
- Previous administrative/supervisory experience in an educational setting.
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Ability to intervene in a physical way during crisis situations with minors up to 18 years of age.

Desired Qualifications:

- California Administrative credential.
- Experience with Charter School laws and regulations and the Early College High School Initiative.
- Experience in working in the therapeutic milieu.

Principal

Required Qualifications

- Masters Degree in Education Related Field
- Criminal record clearance.
- Acceptable driving record as determined by school's automobile insurance carrier.
- Valid California driver's license.
- Adequate vision and hearing to be able to supervise students properly.
- Experience in managing or supervising staff
- Excellent Time Management Skills
- Good Attention to Detail

Teachers

As required by Education Code Section 47605(1), core, college-prep teachers in the Charter School will be required to hold a California Commission on Teacher Credentialing ("CCTC") certificate permit, or other document equivalent to that which a teacher in other public schools would be required to hold. They are also required to be CLAD or BCLAD certified upon completion of their CCTC certificate permit in order to serve English Learners.

Additionally, the applicable highly qualified requirements of the No Child Left Behind Act shall be followed.

NOVA Academy ECHS 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), 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 NOVA Academy ECHS.

Non-Certificated Instructional Support Staff

NOVA Academy ECHS is supported with Title I, Part A funds; therefore, the No Child Left Behind Act of 2001 requires employed paraprofessionals to have the following qualifications:

- Completed at least two years of study at an institution of higher education, or obtained an associate's (or higher) degree, or met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment -- knowledge of, and the ability to

assist in instructing reading, writing, and mathematics (or readiness in those subject areas).

- The California State Board of Education has determined that, for purposes of these requirements, "two years of study" is defined as 48 semester units; that the type of coursework for completion of those units is determined locally; and that the development or selection of an assessment also is a local decision.
- Each local educational agency shall also ensure that all paraprofessionals working in programs supported with Title I, Part A funds, regardless of their hiring date, have earned a secondary school diploma or its recognized equivalent.

Business/Financial Professional

NOVA shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of NOVA. Such services may be provided either by an employee of NOVA or by a consultant (or consultant group) hired by NOVA. 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.

RETIREMENT SYSTEMS

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)

The NOVA Academy Board has contracted with the Orange County Department of Education to set up STRS and/or PERS for qualifying employees. Non-certificated employees also contribute to Social Security and 403(b) plans are an option for non-certificated employees who choose not to participate in the PERS. All employees at NOVA Academy ECHS will retain all previously vested rights in their respective retirement systems, including but not limited to STRS, PERS and Social Security. The Executive Director is responsible for ensuring that appropriate arrangements for coverage are made.

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)

NOVA Academy shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act ("EERA"). NOVA Academy shall comply with the EERA.

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. – California Education Code Section 47605(b)(5)(M)

No person shall be required to work at NOVA Academy ECHS. All former Santa Ana Unified School District employees who gain employment at the Charter School have return rights to SAUSD only as granted by the District subject to conditions in District policies, procedures, and collective bargaining agreements, and in Education Code Section 44931 or its equivalent, as it may be revised from time to time.

HEALTH AND SAFETY

Governing Law: The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. – California 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. The complete set of health and safety policies is available at the Charter School site. Personnel Policies and Procedures are attached as Exhibit 22.

The following is a summary of the health and safety policies of the Charter School:

Safety Manual

NOVA Academy ECHS has developed further health, safety, and risk management policies in consultation with its insurance carriers and risks management experts. NOVA Academy ECHS has an Emergency Disaster Procedure and Emergency Exit Plan, attached as Exhibit 23, which addresses issues that pertain to staff as well as student safety.

NOVA Academy ECHS will comply with all applicable safety laws.

Procedures for Background Checks

Employees and contractors of the Charter School are 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 NOVA Academy 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.

Employee Handbook

NOVA Academy ECHS has developed an employee handbook which delineates the policies and procedures regarding employment at the charter school. These policies will be reviewed on an ongoing basis. Revisions to these policies will be submitted to the District annually. Attached as Exhibit 22, please find the NOVA Academy ECHS Personnel Policies and Procedures.

First Aid and CPR Training

All staff is required to have been trained in First Aid and CPR. In addition, all staff is properly trained in universal precautions and blood-borne pathogens as well as other safety precautions in order to safeguard themselves and children against any unnecessary exposure to hazardous materials. First Aid kits are required to be stored and maintained in every vehicle that transports students. First aid kits are also stored and maintained in each classroom at NOVA Academy ECHS.

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. Reporting procedures are shared with staff each year at the opening professional development training.

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.

Immunizations

The Charter School will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

Vision/Hearing/Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter 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.

Bloodborne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board shall establish 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.

School Facility Safety

NOVA Academy ECHS will assess its school buildings for structural safety, using the existing state, county and city standards. NOVA Academy ECHS, 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. NOVA 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. NOVA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually (or more frequently if required by law or the fire marshal) 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.

Drug Free/Smoke Free Environment

NOVA Academy ECHS shall maintain a drug and alcohol and smoke free environment.

Comprehensive Sexual 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, gender, gender identity, gender expression 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), as well as comprehensive policies to address any type of discrimination, harassment, or bullying. Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's adopted policies and procedures.

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)

The following section of this charter provides the standardized language that SAUSD is adopting for all charter schools in the district. The transition to the standardized language is being facilitated during charter renewal and/or when revision/modification of a MOU or other contractual agreement between the charter school and the district takes place.

This language is being incorporated into the NOVA Academy ECHS charter renewal petition draft and is subject to change depending on and including but not limited to, discussion and negotiations, individual school circumstance and the specific document being renewed/revised/modified and applicable law.

Disputes between NOVA Academy ECHS and the District

If the District determines that a violation of the Charter, 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 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 Section shall not be interpreted to impede or act as a prerequisite 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 to the health or safety of pupils and the District has not already decided to commence revocation procedures as provided in Step 2, 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 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 NOVA Academy ECHS representative will be the Executive Director or the Executive Director’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 4. Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School 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.

The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute raised by the Charter School against the District over the terms of the Charter, the Charter School shall put the dispute in writing to the Superintendent or designee, and the District Superintendent, or designee shall meet with the Principal and President of the Charter School to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both the District and the Charter School, with the costs of the mediator to be split by both parties.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. Parents, students, board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School’s policies and dispute resolution process. The District will refer all disputes not related to a possible violation of the Charter or law or to the operation of the Charter School or District’s oversight obligations to the Charter School for resolution according to its internal dispute resolution process.

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 NOVA for resolution according to NOVA’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 NOVA for

resolution according to NOVA's internal dispute resolution process. Should the District receive a complaint regarding NOVA that is referred to NOVA for investigation and/or resolution, NOVA shall provide the District with updates regarding NOVA's investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that NOVA'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.

V. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES

STUDENT ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission requirements, if applicable. — California Education Code Section 47605(b)(5)(H)

NOVA Academy ECHS 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. NOVA Academy ECHS shall not charge tuition.

Pupils will be considered for admission without regard to 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).

To be admitted, NOVA Academy ECHS students will:

- Complete an application packet
- Participate in an in-person, individual entrance interview with an administrator
- Provide a birth certificate (if available)
- Provide an immunization record
- Provide an essay in which students answer questions about why they are interested in attending NOVA Academy Early College High School
- Provide a copy of a transcript from the last school attended
- Sign, together with parents(s) or guardians, agreeing to comply with Charter School policies and procedures.
- Complete and sign all required enrollment forms

No student will be denied admission to NOVA Academy ECHS based upon the content of the above information, and no student will be denied admission if documentation from state or educational agencies is not available.

The individual entrance interview with an administrator gives the potential student and family an opportunity to share the student's interests, academic journey, goals, and specific needs with the Charter School. The interview is used to give the student and parent insight and information about the Charter School and the early college model. The interview also gives each family an opportunity to ask questions or get clarification on any potential questions they may have about any aspect of NOVA Academy ECHS. Admission to NOVA Academy ECHS is not influenced by or based on individual student interviews; these are simply opportunities for families to get to know the Charter School on an individual basis.

NOVA Academy ECHS shall admit all students who wish to attend the NOVA Academy Early College High School, and who submit a timely application, unless the Charter School received a

greater number of applications than there are spaces for students, in which case, with the exception of existing students of the Charter School (who are guaranteed admission for the following year), each application will be given equal chance of admission through a public random drawing process. 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, except as provided in Education Code Section 47605(d)(2). Preference in the public random drawing shall be extended as follows:

- Siblings of existing students
- Children of employees of NOVA Academy ECHS
- Students residing in SAUSD

The highest admissions preference, that of siblings, helps the Charter School maintain its target demographic.

Under no circumstance 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. NOVA Academy ECHS 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.

Details of the Admissions Policy and Process are included in Registration Packet, attached as Exhibit 24 and will specify the evaluation process and the minimum skills/experience required if any.

RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve 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)

The philosophy, policies, and procedures of NOVA Academy ECHS shall at all times be dedicated to enhancing, achieving, and maintaining racial and ethnic balance in its student population reflective of the territorial jurisdiction of the District. All students will be considered for admission, accepted for admission, and retained in the Charter School without regard to 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), fluency in English, parent income/education level, or association with an individual who has any of the aforementioned characteristics.

The following methods have been employed to pursue a racial and ethnic balance that reflects the general population residing within the territorial jurisdiction of Santa Ana Unified School District:

- Posting information regarding the Charter School in Spanish, with other languages available upon request;
- Visiting different community groups, centers, and organizations that are representative of a cross-section of the community;
- The development of promotional and informational material that appeals to the varied racial, ethnic and socioeconomic populations represented in the community;
- The organization of and participation in, outreach meetings that include prospective students and parents of varied racial, ethnic and socioeconomic backgrounds;
- The distribution of promotional and informational packages to a broad variety of community groups and agencies that serve various racial, ethnic and socioeconomic groups within the community.

A report on the progress of recruitment will be provided to the District and to the Board of NOVA Academy ECHS prior to, and at the conclusion of the open enrollment period for each school year.

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. --California Education Code Section 47605(b)(5)(L)

Choosing to enroll at NOVA Academy ECHS is entirely voluntary; no student may be required to attend the Charter School. Students who choose not to attend the Charter School may attend school within their school district of residence according to local district policy or at another school district or school within the District through the local district's intra and inter-district policies. Parents and guardians of each student enrolled in the Charter School will be informed on enrollment forms that the students have 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 the Charter School, except to the extent that such a right is extended by the local education agency.

SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which students can be suspended or expelled. California Education Code Section 47605(b)(5)(J).

Compliance with the procedures set forth in this section of the Charter and its exhibits shall be the only process for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School.

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 Executive Director'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 of 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)
- 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 terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- 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, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to 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 acts 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 creation and transmission originated on or off the schoolsite, 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 Executive Director 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 Executive Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be expelled 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 of 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) Knowingly received stolen school property or private property.
- l) 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.
- m) 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.
- n) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) 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.
- q) Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) 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.

- s) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) 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.
- u) 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 acts 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 creation and transmission originated on or off the schoolsite, 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.
- v) 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).
- w) 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 Executive Director or designee’s concurrence.

4. Non -Discretionary Expellable Offenses: Students must be expelled 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 Executive Director 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 Executive Director or the Executive Director'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 Executive Director or designee.

The conference may be omitted if the Executive Director 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 may 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 Executive Director or Executive Director'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 Executive Director 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 should 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 Executive Director 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 person or panel 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 person or panel 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 person or panel 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 person or panel 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, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the 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 Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: Notice of the specific offense committed by the student; and 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 Executive Director 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 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

Executive Director 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 Executive Director 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 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 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 Executive Director 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 of 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.

VI. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

BUDGETS AND CASH FLOW

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)

See Exhibit 25 for a detailed operational budget, including a multi-year budget projection and cash flow, budget assumptions, and fundraising award letters. These documents are based upon the best data available to NOVA Academy ECHS at this time.

NOVA Academy ECHS shall communicate with the District and provide documentation, records and/or updated financial projections regarding the Charter School's fiscal operations, budgeting and cashflow in a manner consistent with the District's Charter Petition Financial Review Checklist, at no less than budget adoption, first interim report, and second interim report.

FINANCIAL REPORTING

NOVA Academy ECHS shall provide reports to the District as follows, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- 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 sent to the District, State Controller, State Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year.

INSURANCE

NOVA/NOVA Academy 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. NOVA/NOVA Academy'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 NOVA/NOVA Academy's right to operate as a charter school pursuant to this Charter or cause NOVA/NOVA Academy to cease operations until NOVA/NOVA Academy 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 NOVA/NOVA Academy, throughout the life of the Charter, NOVA/NOVA Academy 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 NOVA/NOVA Academy. If any Santa Ana Unified School District property is leased, rented or borrowed, it shall also be insured by NOVA/NOVA Academy 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 NOVA/NOVA Academy; (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 NOVA/NOVA Academy’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 NOVA/NOVA Academy; (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, NOVA/NOVA Academy 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 NOVA/NOVA Academy 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.

NOVA/NOVA Academy 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 NOVA/NOVA Academy 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

NOVA/NOVA Academy 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.

NOVA/NOVA Academy shall promptly respond to all inquiries from the Santa Ana Unified School District regarding any claims against NOVA/NOVA Academy and/or any obligation of NOVA/NOVA Academy under the foregoing provisions of this Charter.

Additionally, NOVA/NOVA Academy 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)

The Charter School will contract for back office business services, including but not limited to: accounts payable, accounts receivable, budget, cash flow projections, monthly financial reports, human resources, payroll, PERS and STRS reporting, Information Technology ("IT"), property maintenance services, and marketing and advertising and fund development.

SCHOOL FACILITIES

The Charter School shall be located at one site within District boundaries. To start the 2015-2016 school year, NOVA Academy ECHS is located at 1010 W. 17th Street, Santa Ana, CA, 92706. (See Real Estate Lease attached as Exhibit 27). The floor plan for the Charter School is located within the lease, in Exhibit 27. NOVA Academy's Home Office, which houses administrative functions only and no Charter School activities, is located at 920 W. 17th Street, Suite D, Santa Ana, CA 92706.

The Charter School seeks to relocate to a different site within the District's boundaries, which is tentatively scheduled to open for operations before June 30, 2016. (If the Charter School is unable, for any reason, to move into the new facility, it plans to remain at 1010 W. 17th Street, and will immediately notify the District accordingly.) The new facility is located at: 500 W. Santa Ana Blvd., Santa Ana, CA, 92701. The new facility is a four story building featuring 17 classrooms, a large dedicated patio, a student lounge, library, registration, and full floor of administrative offices. The property brochure, which includes floor plans, and the Purchase Sale Agreement are attached as Exhibit 30. In this event, NOVA Academy ECHS will follow all applicable laws and District requirements regarding the relocation.

Any change to the location of the NOVA Academy school site (including expansion onto neighboring properties or the addition of satellite locations) shall constitute a material revision to this Charter and such material revision shall be requested from and approved by the District Governing Board in accordance with Education Code Section 47605, 47605.1, and 47607 prior to any change or expansion.

TRANSPORTATION

Transportation to and from school is the parental responsibility for families who choose to attend NOVA Academy ECHS, except as required by law for students with disabilities in accordance with a student's IEP or in compliance with the McKinney-Vento Homeless Education Assistance Act or any other transportation mandated by law.

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. – California 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, and 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 NOVA Academy Board will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. 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 annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The financial officer, along with the audit committee and relevant Charter School administrators, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. 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 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, NOVA Academy ECHS shall bear the cost of the audit.

Attached as Exhibit 28, please find the 2010-11 independent financial audit of NOVA Academy ECHS.

CLOSURE PROTOCOL

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. California Education Code Section 47605(b) (5)(P)

The following procedures (“Closure Protocol”) shall apply in the event NOVA ceases to be a charter school or otherwise closes, regardless of the reason for closure. In addition to the following procedures, NOVA 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 NOVA as a charter school operating pursuant to this Charter shall be documented by official action of the NOVA 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 (and all appeal rights and legal remedies have been exercised), the NOVA Board votes to close NOVA, or the Charter lapses. In the event of a Closure Action, NOVA shall implement the following steps:

- A. NOVA 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 NOVA 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. NOVA 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. NOVA shall provide written notification of the Closure Action and the effective date of closure of NOVA to the California Department of Education, the Orange County Department of Education, NOVA’s SELPA, and the retirement systems in which NOVA’s employees participate by registered mail within 72 hours of the Closure Action.

- E. On closure, NOVA shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. NOVA Board shall ensure notification to the parents and students of NOVA 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. NOVA 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 NOVA if NOVA 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. NOVA will ask the District to store original records of Charter School students. If the District cannot do so, NOVA 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, NOVA shall prepare final financial records. NOVA shall also have an independent audit completed by an independent auditor who meets the requirements to perform NOVA's annual audit, as described above, 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 NOVA's annual audit as set forth in Element 9 of this Charter. In the case that NOVA 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 NOVA until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by NOVA shall be the responsibility of NOVA and not the District. NOVA understands and acknowledges that NOVA will cover the outstanding debts or liabilities of NOVA. Any unused monies at the time of the audit will be returned to the appropriate funding source. NOVA

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 NOVA 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 NOVA 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, NOVA 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 NOVA 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 NOVA 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 NOVA’s right to operate as a charter school pursuant to this Charter or cause NOVA to cease operation. NOVA 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 NOVA 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 NOVA, employees of the Charter School have no automatic rights of employment with the District. Individuals employed by NOVA would be unemployed and would have to seek employment elsewhere.

INFORMATION EXCHANGE

NOVA Academy ECHS agrees to permit the District to inspect and receive copies of all records relating to the operation of NOVA Academy ECHS, including financial, personnel, and pupil records. NOVA Academy ECHS shall promptly comply with all such reasonable written requests in accordance with Education Code Section 47604.3. 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 NOVA records is not based on the CPRA, but is based on the District’s oversight role over NOVA.

FUNDING

Direct Funded Charter School Status

NOVA Academy ECHS will act as its own fiscal agent and will receive the maximum revenue provided by law. The Charter School will meet all funding conditions and requirements imposed by city, state and federal mandates. The Charter School receives funding directly from the State California through the County Office of Education in accordance with applicable law.

Any loan program, grant, or other funding which NOVA Academy ECHS obtains from any source, including without limitation, the State of California, shall provide that the District shall have no liability whatsoever for NOVA Academy ECHS’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 (if applicable). NOVA Academy ECHS and the District will abide by a joint public funding plan and proactive legislative advocacy plan detailed in the Memorandum of Understanding (if applicable). NOVA

Academy ECHS will secure guarantors for any loans pursued prior to the date the Memorandum of Understanding (if applicable) is finalized.

NOVA Academy ECHS may secure funding without the pre-approval of the District.

SAUSD will cooperate as necessary with NOVA Academy ECHS for the Charter School to receive funding from new or “one-time” funding sources available to charter schools if NOVA Academy ECHS is eligible under State criteria. NOVA Academy ECHS will also receive funding from related legislation to the extent that NOVA Academy ECHS and its students generate such entitlements. The Charter School shall have all rights pursuant to Education Code Section 47636 to negotiate for a share of operational funding from the services described therein.

NOVA Academy may accumulate financial reserves and revenues in excess of expenditures without limitation. It may invest its reserves according to NOVA Academy Board policies.

The District shall charge NOVA Academy ECHS for supervisory oversight of NOVA Academy ECHS up to any maximum permitted by law (currently described and limited in Education Code Section 47613). NOVA Academy ECHS 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.

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.

External Grants

NOVA Academy ECHS 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.

VII. IMPACT ON THE DISTRICT

Governing Law: Potential civil liability effects, if any, upon the school and upon the District – California Educational Code Section 47605(g).

This section is intended to fulfill the terms of California Educational Code Section 47605(g) and provides information regarding the potential civil liability effects of NOVA Academy ECHS on the District.

NOVA Academy ECHS 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 Service Code and California Revenue and Taxation Code Section 23701d. The specific purposes for which the corporation is organized are for the operation of a California public charter school for educational services in accordance with the California Educational 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. 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, Charter School and District shall enter into a memorandum of understanding, wherein indemnity of the District for the actions of the Charter School under this charter shall be agreed upon.

The corporate bylaws of Charter School shall provide for indemnification of the NOVA Academy Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks.

Insurance amounts will be determined as stated above.

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.

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, NOVA/NOVA Academy 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 NOVA/NOVA Academy, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other NOVA/NOVA Academy appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of NOVA/NOVA Academy 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 NOVA/NOVA Academy or of any other facility, program, or activity. The obligations of NOVA/NOVA Academy 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 NOVA/NOVA Academy 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 NOVA/NOVA Academy shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

NOVA/NOVA Academy further specifies and agrees 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.

NOVA/NOVA Academy’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 NOVA/NOVA Academy’s right to operate as a charter school pursuant to this Charter or cause NOVA/NOVA Academy 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. NOVA 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, NOVA 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 NOVA'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.

VIII. OTHER CHARTER ELEMENTS

CHARTER TERM AND RENEWAL

NOVA may submit a request for renewal of its Charter between October 1, 2017 and January 31, 2018, unless otherwise agreed with the District, which timing the parties agree will provide adequate information regarding NOVA'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. NOVA 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 NOVA) and the documents specified below, has been submitted to the District's Charter School Financial Officer, or other District official mutually agreed to between NOVA and the District, receipt of the Charter renewal will be placed on the next regular 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. NOVA 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 NOVA may obtain specific agenda deadline information 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.

NOVA 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 NOVA'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 NOVA Academy 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.

INSPECTIONS

SAUSD may inspect or observe any part of NOVA Academy ECHS at any time, but shall endeavor to provide reasonable notice to the Director of Charter Schools or Principal of NOVA Academy ECHS 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 obligation. Inspection, observation monitoring, and oversight activities may not be assigned or subcontracted to a third party by SAUSD without the mutual consent of the NOVA Academy Board, except with respect to persons or entities with whom District may contract for the provisions of services to students with exceptional needs.

MATERIAL REVISIONS

Material revisions to this charter must be approved by SAUSD in accordance with Education Code Section 47607. The District shall review any proposed revisions to determine if they are material.

OVERSIGHT FEE

NOVA shall pay an annual oversight fee to the District at the maximum rate permitted by law (currently described and limited in Education Code Section 47613). NOVA 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 cost of oversight costs.

DEBTS AND OBLIGATIONS

NOVA Academy ECHS 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.

NOVA Academy ECHS 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 NOVA Academy ECHS's sole responsibility.

NOVA Academy ECHS shall require that the following language is included in any and all contracts entered into by those entities:

NOVA Academy Early College High School and/or NOVA Academy, Inc. 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 NOVA Academy Early College High School and/or NOVA Academy Inc.'s sole responsibility.

Business and Operations Management

NOVA 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 NOVA and/or the NOVA Academy corporation including, but not limited to, any additional or new charter schools that may be approved after the effective date of this Charter. NOVA shall also maintain its own separate and distinct bank account(s), and NOVA'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 NOVA shall submit financial reports for NOVA Academy ECHS as a distinct LEA and have audits performed on the financial statements of NOVA Academy ECHS. In areas where overlap in purchasing or resource allocation might occur between NOVA Academy ECHS and any other school(s) or entities that might be operated by or associated with the NOVA Academy corporation, NOVA 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. In no event shall NOVA 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 NOVA 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 NOVA Charter School authorized pursuant to this Charter will be maintained and expended for the educational benefit of the students at this School.

Should the NOVA Academy corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the NOVA Academy ECHS school authorized pursuant to this Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, NOVA shall provide to the District a calculation of all costs projected to be shared between NOVA Academy ECHS and any other NOVA 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, NOVA 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 NOVA Academy ECHS's financial records and reviewed as part of NOVA Academy ECHS's annual fiscal audit.

INDEPENDENT ENTITY

NOVA Academy ECHS and NOVA Academy, Inc., 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 NOVA Academy ECHS/NOVA Academy, Inc. 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 NOVA Academy ECHS and/or NOVA Academy, Inc.

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.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Adoption of Resolution No. 15/16-3076 – Approving a Zoning Exemption for NOVA Academy Early College High School

ITEM: Action

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

PREPARED BY: Mavis Mitchell, Charter School Financial Coordinator

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 15/16-3076 approving a zoning exemption for NOVA Academy Early College High School. The charter school proposes to purchase certain real property within SAUSD attendance boundaries to facilitate the physical relocation of the charter school site, effective as of the 2016-17 school year. The real property under consideration for purchase is configured as and was previously used as an educational facility featuring classrooms and administrative offices that are conducive to the operation of the NOVA Academy educational program.

RATIONALE:

Government Code Section 53094 provides that a school district, by vote of two-thirds of its Board of Education members, may render city or county zoning ordinances inapplicable to a use of property by such school district when such use is not for non-classroom facilities. Adoption of a resolution effectuating the exemption will render inapplicable any and all city of Santa Ana zoning ordinances which would otherwise be applicable to the proposed school site to the extent that the site pertains to classroom facilities as defined in Government Code Section 53094.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 15/16-3076 approving a zoning exemption for NOVA Early College High School.

1 RESOLUTION NO. 15/16-3076
2 BOARD OF EDUCATION
3 SANTA ANA UNIFIED SCHOOL DISTRICT
4 ORANGE COUNTY, CALIFORNIA
5

6 **RENDERING LOCAL ZONING ORDINANCES INAPPLICABLE TO**
7 **NOVA ACADEMY EARLY COLLEGE HIGH SCHOOL CLASSROOM FACILITIES**
8

9 **WHEREAS**, Nova Academy Early College High School ("Charter School"), authorized by
10 the Santa Ana Unified School District ("District"), proposes to purchase certain real
11 property located at 500 West Santa Ana Boulevard, in the City of Santa Ana, State of
12 California (Parcel Number 398-221-19) ("School Site"); and
13

14 **WHEREAS**, the Charter School plans to operate its charter school educational
15 program upon the School Site (the "Project"); and
16

17 **WHEREAS**, pursuant to Government Code section 53097.3, the School Site is
18 physically located within the boundaries of the District; and
19

20 **WHEREAS**, the Project will include classroom instruction and related programs; and
21

22 **WHEREAS**, Government Code section 53094 provides that a school district, by a vote
23 of two-thirds of its Board of Education ("Board") members, may render city or county
24 zoning ordinances inapplicable to a use of property by such school district when such
25 use is not for non-classroom facilities; and
26

27 **WHEREAS**, purpose of the Project is, in fact, related to the Charter School's
28 classroom facilities needs, as defined in Government Code section 53094; and
29

30 **WHEREAS**, the District has balanced the interests of the public, including those
31 of the District, the Charter School and those of the City of Santa Ana, and has
32 determined that the interests of the public are best served by the implementation of
33 the Project at the School Site; and
34

35 **WHEREAS**, any change in location or addition of a new location for the Charter
36 School would constitute a material revision to the Charter School's charter
37 ("Charter"), which would require approval by the Board in accordance with the Charter
38 Schools Act of 1992 (Education Code section 47600 *et seq.*).
39

40 **NOW, THEREFORE,** the Board of Education of the Santa Ana Unified School District
41 does hereby find, resolve, determine, and order as follows:

42
43 **Section 1.** That all of the recitals set forth above are true and correct,
44 and the Board so finds and determines.

45
46 **Section 2.** That the District hereby renders inapplicable any and all City
47 of Santa Ana zoning ordinances which would otherwise be applicable to the
48 Project, to the extent the Project pertains to classroom facilities as defined in
49 Government Code section 53094.

50
51 **Section 3.** That the District's Superintendent or his designee is further
52 directed to give written notice of the adoption of this Resolution to the City of
53 Santa Ana as required by Government Code section 53094, within ten (10) days of
54 this action.

55
56 **Section 4.** That this resolution shall not be interpreted as a commitment
57 to approve a material revision to the Charter or otherwise to indicate that the
58 Board has or will approve the Charter School's change of location to the School
59 Site. Any change of location for the Charter School shall be made only as a
60 material revision to the Charter. Action on a request for material revision to
61 the Charter allowing a change of location shall be based on assessment of the
62 formally submitted request and require separate and independent action of the
63 Board in accordance with the Charter Schools Act of 1992 (Education Code section
64 47600 *et seq.*).

65
66 **Section 5.** That this resolution shall be effective as of the date of its
67 adoption.

68
69 ADOPTED, SIGNED AND APPROVED this 25th day of August, 2015.

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74 _____
75 John Palacio
76 President of the Governing Board
77 Santa Ana Unified School District
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79

80 I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified
81 School District, do hereby certify that the foregoing Resolution was adopted by the
82 Board of said District at a meeting of said Board held on the 25th day of August
83 2015, and that it was so adopted by the following vote:

84

85 AYES:

86 NOES:

87 ABSTAIN:

88 ABSENT:

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90

Valerie Amezcua
Clerk of the Governing Board
Santa Ana Unified School District

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AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Adoption of Resolution No. 2015/16-3075 – Authorization of Amendment 01 to California State Preschool Contract for 2015-16 Program Year

ITEM: Action

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Keely Orlando, Coordinator, Early Childhood Education Program

BACKGROUND INFORMATION:

The purpose of this agenda is to seek Board adoption of Resolution No. 2015/16-3075 to authorize of amendment 01 to California State Preschool Contract No. 5322 for the 2015-16 program year.

LCAP Goal 1.10: Support extended learning opportunities for low-income pupils by providing early childhood education, before and after school program and tutoring, academic summer school programs, and transportation services.

RATIONALE:

This Amendment provides an increase for expansion/start-up funding of \$574,396 for full year/full day preschool. This will allow the State Preschool program to fund two additional classrooms, serving 48 children at Davis and Washington elementary schools. This is in addition to 808 preschool students currently being served through California State Preschool funding at Carver, Davis, Diamond, Garfield, Heninger, Lincoln, Lowell, Madison, Martin, Pio Pico, Washington, and Wilson elementary schools.

FUNDING:

California Department of Education/Child Development Division: \$574,396

RECOMMENDATION:

Adopt Resolution No. 2015/16-3075 to authorize of amendment 01 to California State Preschool Contract for the 2015-16 program year.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Suspension of California High School Exit Exam as a Graduation Requirement and Revision of Board Policy (BP) 6146.1 – Graduation Requirements - Senior High School**

ITEM: **Action**

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

PREPARED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to suspend the California High School Exit Exam (CAHSEE) as a graduation requirement and revision of Board Policy (BP) 6146.1 – Graduation Requirements - Senior High School.

On June 1, 2015, the California Department of Education notified the District of the suspension of the July CAHSEE administration. Because the July examination was not offered by the state, District students did not have the opportunity to fulfill this requirement for graduation and **were denied a diploma**.

A revision to BP 6146.1, to exclude the examination requirement, is necessary to allow students to move on to college or pursue a job requiring a diploma.

RATIONALE:

More than 70 students have been identified, who have fulfilled all graduation requirements with the exception of passing one or both sections of the CAHSEE. This action will allow for completion of the graduation requirements and awarding of a high school diploma per the revised BP 6146.1 effective June 2, 2015.

FUNDING:

Not Applicable

RECOMMENDATION:

Approve the suspension of the California High School Exit Exam as a graduation requirement and the revision of Board Policy (BP) 6146.1 – Graduation Requirements - Senior High School.

DH:lr

SANTA ANA UNIFIED SCHOOL DISTRICT

BP 6146.1(a)

Instruction

Graduation Requirements - Senior High School

Credit Requirements

Minimum academic standards for graduation from senior high school in the Santa Ana Unified School District beginning with the Class of 2009 are as follows:

Satisfactory completion of a minimum of two hundred and twenty (220) semester periods of credit.

Semester credit and the time or content equivalency mean:

One period of forty (40) to sixty (60) minutes of instructional time per week throughout one semester or no less than seventeen (17) weeks is the equivalent of one semester credit.

A minimum of twelve (12) clock hours of instructional time provided during the academic year or in a summer school is the equivalent of one semester credit.

In certain cases, with prior approval of the principal, credit may be assigned when equivalent learning is achieved through individualized instructional programs except in subjects for which a minimum of instructional time is specified by law.

Course Requirements

All courses required for high school graduation shall be aligned to District and State standards, where applicable.

A passing grade in the following courses, as part of the 220 semester credits is required for graduation from senior high school in the Santa Ana Unified School District.

1. English 4 years (40 credits) including English 7-8 or AP English
2. Mathematics 3 years including Algebra I and Geometry Math courses taken in the seventh and eighth grades that are equivalent to math courses offered at the high school may be used to fulfill part of this requirement.
3. Science 2 years (20 credits) including one course of Biology/Life Science and one course of Physical Science

BP 6146.1(b)

- | | | |
|----|--|--|
| 4. | Social Science | 3 years (30 credits) including world History, Culture and Geography (10 credits); U.S. History and Geography (10 credits); Principles of American Democracy (5 credits); and Principles of Economics (5 credits) |
| 5. | Foreign Language | 2 years in the same language. Courses in languages other than English taken in seventh and eighth grades may be used to fulfill part of the requirement. |
| 6. | Visual and Performing Arts | 1 year (10 credits) in year-long sequence in a single area (dance, drama/theater, music or visual arts) requiring the first semester as a prerequisite |
| 7. | College and Career Planning/Technology | Study Skills/College and Career Planning to be included in the intermediate and high school curriculum. |
| | Technology | Technology shall be integrated throughout the intermediate and high school curriculum. Technology requirement shall be met through a District approved demonstration of technological competence. |
| 8. | Physical Education | 2 years (20 credits) (maximum of 40 semester credits applied to graduation) |

~~Examination Requirements (Effective Class of 2004 and beyond) Students must pass all sections of the California High School Exit Examination (CAHSEE) to be eligible to receive the District High School Diploma.~~

This policy was amended June 2, 2015.

Adopted: (10-00) 02-09 08-15

Santa Ana, CA



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

June 1, 2015

Dear County and District Superintendents and Charter School Administrators:

**INFORMATION ON THE
2015–16 CALIFORNIA HIGH SCHOOL EXIT EXAMINATION**

The purpose of this letter is to provide information on pending legislation that will impact upcoming California High School Exit Examination (CAHSEE) administrations. Pending legislation and budget authority, the CAHSEE may be suspended in 2015–16 school year. In accordance with *California Education Code* Section 60851(d), there will be no July 2015 CAHSEE administration.

Senate Bill (SB) 172 (Liu), sponsored by the State Superintendent of Public Instruction (SSPI) Tom Torlakson, proposes to suspend the administration of the high school exit examination for three years, and the requirement that students pass this examination as a condition of graduation from high school. Under the proposed bill, the administration of the examination would be suspended during the 2016–17, 2017–18, and 2018–19 school years, or when the approved high school exit examination is no longer available.

The bill also requires the California Department of Education (CDE) to convene an advisory panel to provide recommendations to the SSPI on the continuation of the high school exit examination and on alternative pathways to satisfy specified high school graduation requirements. On May 28, 2015, SB 172 passed the Senate Appropriations Committee and will now move to the full Senate for consideration.

In the event that SB 172 does not become law, the 2015–16 May Revision, Omnibus Education Trailer Bill, requests that language be adopted to continue the administration of the CAHSEE. The CDE is working with the Legislature and the Department of Finance to ensure that the CDE can continue the current contract and the CDE is working closely with the CAHSEE contractor to be responsive should this occur.

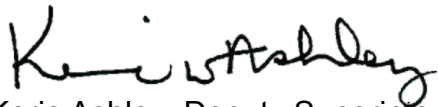
The CDE is also working closely with the Legislature to determine what the state will do during the suspension period and any impact this may have on students in the Class of 2016 and others who have yet to meet the exit examination graduation requirement. The CDE will provide follow up to this communication as SB 172 progresses through the legislative process. Although we have little information to provide at this time, we will be

June 1, 2015
Page 2

diligent in our communications with you in regards to this bill and the 2015–16 Budget Bill.

If you have questions regarding this letter, please contact John Boivin, Administrator, High School and Physical Fitness Assessments Office, by phone at 916-319-0575 or by e-mail at jboivin@cde.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Keric Ashley". The signature is written in a cursive, flowing style.

Keric Ashley, Deputy Superintendent
District, School, and Innovation Branch

KA:jb

cc: CAHSEE District Coordinators

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Agreement between Kagan Professional Development and Calvary Chapel Schools for September 3, 2015 through March 24, 2016

ITEM: Action

SUBMITTED BY: Michelle Rodriguez, Ed.D., Assistant Superintendent, K-12 Teaching and Learning

PREPARED BY: Marisol Rexach, Coordinator, Beginning Teacher Support and Assessment Program

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the consultant agreement between Kagan Professional Development (Kagan) and the Calvary Chapel Schools for September 3, 2015 through March 24, 2016. No Child Left Behind requires equitable participation on the part of private schools within the District's boundaries for Title II professional development. Calvary Chapel Schools are Title II participating non-public schools. Kagan will provide training to teachers at Calvary Chapel Schools on 21st Century strategies and how to effectively use classroom strategies and tools to collaborate with students, colleagues, and others.

LCAP Goal 2.8: Provide professional development for teachers in implementation of the new State standards and technology integration strategies.

RATIONALE:

To enact the plan for use of Title II funding in the 2015-16 school year, Kagan will provide training to teachers at Calvary Chapel schools on 21st Century learning. Cooperative learning changes students' and teachers' roles in classrooms. Students have more opportunities to actively participate in their academic learning, question and challenge each other, share and discuss their ideas, and internalize their learning; which encourages achievement, student discussion, active learning, student confidence, and motivation. The skills student develop while collaborating with others are different from the skills students develop while working independently. Having the school vertically aligned to use cooperative groups to accomplish academic tasks not only provides opportunities for students to develop interpersonal skills but also gives them authentic experiences that will help them be successful in their lifelong learning process. This supports the Title II plan for professional development, which was created from an analysis of our needs assessment.

FUNDING:

Title II Fund: \$52,000

RECOMMENDATION:

Approve the agreement between Kagan Professional Development and Calvary Chapel Schools for September 3, 2015 through March 24, 2016.

MR:MR:ez



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

Calvary Chapel Costa Mesa
& 3800 S Fairview St
Santa Ana, CA 92704-7014

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1 & 2
 - II. Date(s): September 3-4, 2015
 - III. Total Day(s): 2
 - IV. Time: 8:30AM-3:45PM
-

Calvary Chapel Costa Mesa agrees to:

- I. Limit event attendance to participants from Calvary Chapel High School, Calvary Chapel Junior High and Maranatha Christian Academy only. The consulting fee will increase if attendance exceeds the participation limit of 100 per day.
 - II. Pay the consulting fee of \$8,998.00.
 - III. Purchase the Cooperative Learning Textbook (BKCLW), the Cooperative Learning Course Workbook for Day 1 & Day 2 (NKWB1 & NKWB2) and the Cooperative Learning Smartcard for each participant at \$38.00 per person plus applicable sales tax.
 - IV. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
 - V. Contact Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
 - VI. Provide the Kagan Event Coordinator with a list of workshop participant names prior to the start date of the event.
 - VII. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
 - VIII. Provide a location to have the workshop.
 - IX. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 40
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
-

6. Flip chart and markers (if applicable)

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Event Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Event Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Helper Form* for full details.
 - IV. Provide Calvary Chapel Costa Mesa with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Calvary Chapel Costa Mesa may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
- II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Cooperative Learning Day 1 & 2
 2. Grade Levels: K-12
- III. If the workshop is cancelled by Calvary Chapel Costa Mesa for any reason after travel and shipping expenses are incurred by Kagan, those expenses will be reimbursed by Calvary Chapel Costa Mesa.
- IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
- V. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
- VI. It is agreed by Calvary Chapel Costa Mesa that the presenter will administer a one-page Course Evaluation form to each participant. Calvary Chapel Costa Mesa will return all completed evaluations to Kagan.
- VII. It is agreed by Calvary Chapel Costa Mesa that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Calvary Chapel Costa Mesa for the results of the cancellation.

Required Billing Information (Host school/district to complete)

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

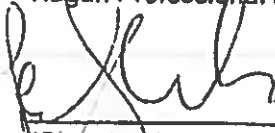
To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:


Signature
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

June 19, 2015
(Date)


(Signature)
Calvary Chapel Costa Mesa

Vice Principal
(Title)

June 19, 15
(Date)



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

Calvary Chapel Costa Mesa
& 3800 S Fairview St
Santa Ana, CA 92704-7014

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Coaching
 - II. Date(s): October 19-23, 2015
 - III. Total Day(s): 5
 - IV. Time: TBA
 - V. Schools: Calvary Chapel High School, Calvary Chapel Junior High School and Maranatha Christian Academy
-

Calvary Chapel Costa Mesa agrees to:

- I. Pay the consulting fees of \$13,495.00.
 - II. Sign and return this Letter of Agreement to Kagan at least 30 days prior to the start date of the event.
 - III. Provide a location to have the event.
 - IV. Schedule the Principal and/or Assistant Principal(s) to accompany the trainer in every classroom.
 - V. Orient the staff regarding coaching procedures.
 - VI. Submit a sign-up schedule to the assigned coach (Kagan trainer) at least two weeks in advance of the scheduled coaching day(s).
 - VII. Provide classroom teachers with observation forms for the structures identified for coaching. Please note: The observation forms are copyright © Kagan Publishing and may be duplicated only for teachers coached by Kagan Professional Development. Duplication and/or distribution of all other Kagan copyrighted material, for any purpose, is not permitted without prior written authorization by Kagan Publishing.
 - VIII. Schedule a debriefing session for all participating staff at least one week in advance of scheduled coaching day(s).
 - IX. Follow up with recommendations from the Kagan coach.
-

Kagan agrees to:

- I. Provide consulting services.
 - II. Assign a certified Kagan trainer to coach teachers in the Kagan structures with an administrator present in each classroom.
 - III. Assign a certified Kagan trainer to travel with the building administrator for walkthroughs.
 - IV. Contact the building administrator regarding procedures at least one month in advance of coaching day(s).
 - V. Provide the district and/or building contact with the appropriate forms for scheduling, monitoring, and follow up.
 - VI. Identify five structures targeted for coaching and provide observation forms for each identified structure.
 - VII. Assist the building administrator in the full implementation of Kagan Cooperative Learning.
 - VIII. Provide Calvary Chapel Costa Mesa with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Coaching
 2. Grade Levels: K-12
- II. If the workshop is cancelled for any reason by Calvary Chapel Costa Mesa after travel expenses are incurred by Kagan, those expenses will be reimbursed by Calvary Chapel Costa Mesa. Nonrefundable airline tickets are booked by Kagan approximately 30 days prior to all workshop starting dates.
- III. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other should be on file with Laurie Kagan, the Director of Professional Development.
- IV. It is agreed by Calvary Chapel Costa Mesa that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- V. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Calvary Chapel Costa Mesa for the results of the cancellation.

Required Billing Information (Host school/district to complete)

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

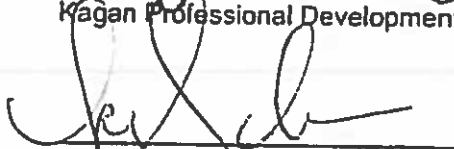
To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:


(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

June 19, 2015
(Date)


(Signature)
Calvary Chapel Costa Mesa

Vice Principal
(Title)

06/19/15
(Date)



Letter of Agreement

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PO Box 72008
San Clemente, CA 92673-2008

Calvary Chapel Costa Mesa
& 3800 S Fairview St
Santa Ana, CA 92704-7014

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 3 & 4
- II. Date(s): November 23-24, 2015
- III. Total Day(s): 2
- IV. Time: 8:30AM-3:45PM

Calvary Chapel Costa Mesa agrees to:

- I. Limit event attendance to participants from Calvary Chapel High School, Calvary Chapel Junior High School and Maranatha Christian Academy only. The consulting fee will increase if attendance exceeds the participation limit of 100 per day.
- II. Pay the consulting fee of \$8,998.00.
- III. Ensure that each participant brings the Cooperative Learning Textbook (BKCLW) to the event. The workshop requires that all participants write in their textbook.
- IV. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
- V. Contact Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VI. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- VII. Provide a location to have the workshop.
- VIII. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
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 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.

6. Flip chart and markers (if applicable)

Kagan agrees to:

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 - IV. Provide Calvary Chapel Costa Mesa with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
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Both parties understand that:

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 2. Grade Levels: K-12
 - III. If the workshop is cancelled by Calvary Chapel Costa Mesa for any reason after travel and shipping expenses are incurred by Kagan, those expenses will be reimbursed by Calvary Chapel Costa Mesa.
 - IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
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-

Required Billing Information *(Host school/district to complete)*

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:

Naomi R Murray
(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

June 19, 2015
(Date)

[Signature]
(Signature)
Calvary Chapel Costa Mesa

Vice Pnnicipal
(Title)

6/19/15
(Date)



Letter of Agreement

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PO Box 72008
San Clemente, CA 92673-2008

Calvary Chapel Costa Mesa
& 3800 S Fairview St
Santa Ana, CA 92704-7014

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Coaching
 - II. Date(s): February 22-26, 2016
 - III. Total Day(s): 5
 - IV. Time: TBA
 - V. Schools: Calvary Chapel High School, Calvary Chapel Junlor High School and Maranatha Christian Academy
-

Calvary Chapel Costa Mesa agrees to:

- I. Pay the consulling fees of \$13,495.00.
 - II. Sign and return this Letter of Agreement to Kagan at least 30 days prior to the start date of the event.
 - III. Provide a location to have the event.
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 - V. Orient the staff regarding coaching procedures.
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- VII. Assist the building administrator in the full implementation of Kagan Cooperative Learning.
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Both parties understand that:

- I. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Coaching
 2. Grade Levels: K-12
- II. If the workshop is cancelled for any reason by Calvary Chapel Costa Mesa after travel expenses are incurred by Kagan, those expenses will be reimbursed by Calvary Chapel Costa Mesa. Nonrefundable airline tickets are booked by Kagan approximately 30 days prior to all workshop starting dates.
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Required Billing Information (Host school/district to complete)

This agreement must receive board approval.
Yes No

If yes, date approved. _____

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Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

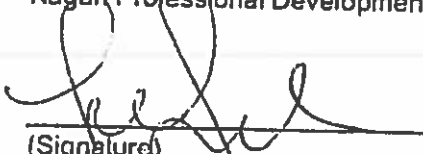
To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:


(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

June 19, 2015
(Date)


(Signature)
Calvary Chapel Costa Mesa

Vice Principal
(Title)

6.19.15
(Date)



Letter of Agreement

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Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

& Calvary Chapel Costa Mesa
3800 S Fairview St
Santa Ana, CA 92704-7014

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 5
 - II. Date(s): March 24, 2016
 - III. Total Day(s): 1
 - IV. Time: 8:30AM-3:45PM
-

Calvary Chapel Costa Mesa agrees to:

- I. Limit event attendance to participants from Calvary Chapel High School, Calvary Chapel Junior High School and Maranatha Christian Academy only. The consulting fee will increase if attendance exceeds the participation limit of 100.
 - II. Pay the consulting fee of \$1,999.00.
 - III. Ensure that each participant brings the Cooperative Learning Textbook (BKCLW) to the event. The workshop requires that all participants write in their textbook.
 - IV. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
 - V. Contact Kagan's Event Coordinator with a final participant count at least 30 days prior to the start date of your event.
 - VI. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
 - VII. Provide a location to have the workshop.
 - VIII. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 40
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
-

6. Flip chart and markers (if applicable)

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Event Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Event Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Helper Form* for full details.
 - IV. Provide Calvary Chapel Costa Mesa with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Calvary Chapel Costa Mesa may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
 - II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Cooperative Learning Day 5
 2. Grade Levels: K-12
 - III. If the workshop is cancelled by Calvary Chapel Costa Mesa for any reason after travel and shipping expenses are incurred by Kagan, those expenses will be reimbursed by Calvary Chapel Costa Mesa.
 - IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
 - V. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
 - VI. It is agreed by Calvary Chapel Costa Mesa that the presenter will administer a one-page Course Evaluation form to each participant. Calvary Chapel Costa Mesa will return all completed evaluations to Kagan.
 - VII. It is agreed by Calvary Chapel Costa Mesa that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
 - VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Calvary Chapel Costa Mesa for the results of the cancellation.
-

Required Billing Information (Host school/district to complete)

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:

Naunty R. Murray Director of Workshops & Graduate Programs
(Signature) (Title)
Kagan Professional Development

June 19, 2015
(Date)

[Signature]
(Signature)
Calvary Chapel Costa Mesa

Vice Principal
(Title)

6/19/15
(Date)

FEE SCHEDULE:

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

09/3-09/4, 2015	\$8,998 plus \$38.00 per person for course materials fee
10/19-10/23, 2015	\$13,495
11/23-11/24, 2015	\$8,998
02/22-02/26, 2016	\$13,495
03/24, 2016	\$1999

Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and **Kagan Professional Development, PO Box 72008, San Clemente, CA 92673-2008** hereinafter referred to as “CONTRACTOR.”

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, DISTRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR 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 CONTRACTOR:** Teachers at Calvary Chapel schools will learn 21st century strategies, how to effectively use classroom strategies and tools to collaborate with their students, colleagues, and others. They will learn how these and other fun ideas can engage students while preparing them for the mastery of many learning options, per the terms of the attached Letters of Agreement dated 6/19/2015.

Services shall be provided by (Name of specific individual, if required).

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/26/2015** and will diligently perform as required and complete performance by **6/30/2016**

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fifty Two Thousand** Dollars (**\$52,000**). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' Compensation. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its 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**
CONTRACTOR'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:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR 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. CONTRACTOR consents to use of

CONTRACTOR'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 CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR'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 the **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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to 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:** CONTRACTOR 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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, 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 negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR 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 **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR'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:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR 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. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR 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) by 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**

CONTRACTOR:

**Kagan Professional Development
PO Box 72008
San Clemente, CA 92673-2008**

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. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits**: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Letters of Agreement Dated 6/19/2015.

THIS AGREEMENT IS ENTERED INTO THIS **26TH DAY OF AUGUST, 2015.**

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

8/25/2015

Board Approval Date

By:

Signature

Printed Name

Title

Social Security or Taxpayer Identification

* Risk Manager should review all insurance requirements for the District.

* Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Agreement between Orange County Department of Education Division of Instructional Services: College and Career Readiness Partnership Network and Educational Services for August 26, 2015 through June 30, 2016**

ITEM: **Action**

SUBMITTED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

PREPARED BY: **Lucinda N. Pueblos, Assistant Superintendent, K-12 School Performance and Culture**

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement between the Orange County Department of Education (OCDE) Division of Instructional Services: College and Career Readiness (CCR) Partnership Network and Educational Services for August 26, 2015 through June 30, 2016. Last school year this partnership, along with Epic School Partnerships (ESP), joined networks together enabling schools, districts, and community-based organizations to ensure all students were ready to think deeply about what they are doing, know contextually why they learn, act purposefully to achieve their goals, and to go successfully through life's transitions.

This agreement supports LCAP goal 2.11 "Establish partnerships that ensure student success" and goal 3.2 "Support learning events and opportunities for all stakeholders."

RATIONALE:

The CCR Partnership Network will allow a local network of schools (Century, Chavez, Godinez Fundamental, Loren Griset Academy, Middle College, Saddleback, and Santa Ana High Schools) in supporting each other in strategic direction, thinking, and action. This program also recommends that district leaders point their LCAPs toward college and career readiness to guide educator decisions and facilitate system coherency.

CCR will work with school leadership teams to:

- Use its strategic vision to make decisions with a sense of agency.
- Have the capacity to adapt quickly and make course corrections in some alignment.
- Institute a culture that is explicitly co-developed with students, staff, and the community.
- Have a connection to the Educational Policy Improvement Center (EPIC), a leading research group on college and career readiness.

FUNDING:

Site Discretionary Funds: \$14,000 (\$3,500 each for 4 High Schools)
 \$ 1,750 (\$1,750 for a small High School)
 \$ 3,500 (\$1,750 each for 2 Alternative Schools)
 \$19,250 Total

RECOMMENDATION:

Approve the agreement between the Orange County Department of Education Division of Instructional Services: College and Career Readiness Partnership Network and Educational Services for August 26, 2015 through June 30, 2016.

LP:sz



**Orange County Department of Education
Division of Instructional Services
Service Proposal: CCR Partnership Network**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**
JOHN W. BEDELL, PH.D.
DAVID L. BOYD
ROBERT M. HAMMOND
LINDA LINDHOLM
KEN L. WILLIAMS, D.O.

TO: Lucinda Pueblos
Assistant Superintendent K12, School Performance and Culture
Santa Ana Union School District
714.558.5503
Lucinda.Pueblos@SAUSD.US

FROM: Jeff Hittenberger
Chief Academic Officer
Orange County Department of Education
714-966-4012
jhittenberger@ocde.us

PROPOSAL DATE: Aug 7, 2015

PURPOSE: College and Career Readiness Partnership Network – EPIC/OCDE

AUDIENCE: High School Leadership Teams - Orange County

SAUSD PARTICIPANTS: Santa Ana Union High School Leadership Teams
Up to 8 leadership team members per school may attend

- Century High School
- Saddleback High School
- Santa Ana High School
- Godinez High School
- Middle College High School (small student body)

Santa Ana Union Alternative School Leadership Teams
Up to 8 leadership team members per school may attend

- Cesar Chavez High School
- Loren Griset Academy

DATES: 4 Days of Leadership Meetings

- 2 Day Institute: Aug.-Oct, 2015
- 1 Day Midpoint Check: Dec.-Feb, 2016
- 1 Day Summit: May-June, 2016

3 Staff Workshops

- TBD

LOCATIONS: TBD

VISION:	Local networks of schools support each other in strategic direction, thinking, and action. Epic School Partnerships and OCDE joins these networks together enabling schools, districts, and community-based organizations to ensure all students are ready to think deeply about what they are doing, know contextually why they learning, act purposefully to achieve their goals, go successfully through life’s transitions – College and Career Ready.
LEARNING INTENTION AND SUCCESS CRITERIA:	<p>The CCR School Partnership Network will strengthen school leadership teams and the connections between other teams within SAUSD and across Orange County.</p> <p>Over the next three years we will work with the school leadership teams to collaboratively achieve the following outcomes:</p> <ul style="list-style-type: none"> • Identify and establish a clear “North Star” guiding the leadership team and school. It is steady, clear, and can be seen everywhere in the school. • The leadership team habitually uses its strategic vision to make decisions with a sense of agency. • The leadership team has the capacity to adapt quickly and make course corrections in some alignment with clearly defined metrics that drive towards the North Star. • Given the shared directions, the leadership team is able to distinguish between an opportunity and a distraction to achieving its vision. The team is empowered to decide “no” when “no” is the right answer. • Culture is explicitly co-developed with students, staff, and the community. • Student ownership of learning is visible daily in each classroom. • The entire school community – leadership team, teachers, and students – are taking instructional and programmatic risks aligned to the North Star. • Leadership teams react early to challenges by reaching out to the ESP network for resources and support.
LCAP ALIGNMENT:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Basic Services <input checked="" type="checkbox"/> Implementation of State Standards <input checked="" type="checkbox"/> Parental Involvement <input checked="" type="checkbox"/> Pupil Achievement <input checked="" type="checkbox"/> Pupil Engagement <input checked="" type="checkbox"/> School Climate <input checked="" type="checkbox"/> Course Access <input checked="" type="checkbox"/> Other Pupil Outcomes
RESEARCH-BASED:	<p>EPIC Policy Brief: Aligning LCAPs to College and Career Readiness, 2015 http://www.epiconline.org/37649/</p> <p>EPIC Full Report: Measures for a College and Career Indicator: Innovative Measures http://www.epiconline.org/measures-for-a-college-and-career-</p>

[indicator-innovative-measures/](#)

EPIC: A complete Definition of College and Career Readiness
<http://www.epiconline.org/ccr-definition/>

EPIC: Student Aspirations, Background Characteristics and a Four-Part Model of College Readiness
<http://www.epiconline.org/student-aspirations/>

EPIC: College Aspirations and College Knowledge: Students' Preparation for Post-Secondary Aspirations
<http://www.epiconline.org/college-aspirations-and-college-knowledge/>

EPIC: Attribution of Responsibility of High Schools.
<http://www.epiconline.org/attribution-of-responsibility/>

EPIC: Redefining College Readiness
<http://www.epiconline.org/redefining-college-readiness/>

INCLUDES:

Materials

Ongoing access to expertise within local network, OCDE, and Epic School Partnerships

- Support for strategic thinking and adaptation
- Connection to EPIC, one of the nation's leading research groups on college and career readiness

COST:

4 High Schools	\$3,500 each	=	\$14,000
1 High School (Small)	\$ 1,750 each	=	\$1,750
2 Alternative Schools	\$ 1,750 each	=	\$3,500

TOTAL COST SERVICE + MATERIALS:

\$19,250

For Client Use:

When this proposal is accepted, OCDE will generate a contract for services.

PROPOSAL ACCEPTED

Authorized Signature

Date

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Agreement with Padres Unidos 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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with Padres Unidos for the 2015-16 school year.

LCAP Goal 3.7: Establish parenting programs that support student success including, but not limited to Parents Investing in Quality education (PIQE) and other family services; 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.

RATIONALE:

The Padres Unidos program will provide bi-weekly three-hour classes 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.

This program will be implemented at Edison, Esqueda, Franklin, Fremont, Garfield, Heninger, Hoover, King, Lowell, Madison, Martin, Monte Vista, Pio Pico, Roosevelt, and Washington elementary schools.

FUNDING:

Various Sites: \$245,435

RECOMMENDATION:

Approve the agreement with Padres Unidos for the 2015-16 school year.

2015-2016 SAUSD PROPOSED SCHOOLS

		Parents as Teachers/School Readiness*	2nd day Educational Module/Early Literacy Component	Transition 4th and 5th Parenting Module	Basic/Advanced Parenting Module	Community Worker**	Total 2015-2016 contract cost	School Principal	
	COST	\$18,822	\$9,390	\$9,889	\$7,645	\$3,989			
1	<i>Edison</i>				\$7,645	\$7,978 (2 days)	\$15,623	Jane Mitchell	
2	<i>Esqueda</i>	\$18,822					\$18,822	Maria Pimienta	
3	<i>Franklin</i>					\$3,989	\$3,989	Rita Pereira	
4	<i>Fremont</i>	\$18,822				\$3,989	\$22,811	Maricela Roque	
5	<i>Garfield</i>			\$9,889		\$3,989	\$13,878	Kasey Klappenback	
6	<i>Glenn Martin</i>	\$18,822					\$18,822	Peter Richardson	
7	<i>Heninger</i>	\$18,822			\$7,645	\$3,989	\$30,456	William skelly	
8	<i>Hoover</i>				\$7,645	\$3,989	\$11,634	Melvin Cortez	
9	<i>King</i>	\$18,822					\$18,822	Eleanor Rodriguez	
10	<i>Lowell</i>	\$18,822					\$18,822	Refugio Gracian	
11	<i>Madison</i>	\$18,822					\$18,822	Lisa Gonzales-Solomon	
12	<i>Monte Vista</i>				\$7,645		\$7,645	Meg Greene	
13	<i>Pio Pico</i>	\$18,822					\$18,822	Robert Anguiano	
14	<i>Roosevelt</i>				\$7,645		\$7,645	Juan Jaime Ramirez	
15	<i>Washington</i>	\$18,822					\$18,822	Jose Montano	
	Total	\$169,398	\$0	\$9,889	\$38,225	\$31,912	\$245,435		
		<i>* includes Community Worker for 1-day</i>				<i>**extra days in combination with an Educational Module</i>			



PADRES UNIDOS

Successful Families Build Successful Communities

Santa Ana Unified School District - Padres Unidos Proposed Pricing 2015/16 - (shown in yellow)

Parents as Teachers/School Readiness

- 30 weeks classes/ 3 hrs. per week
- 2 to 4 wks Outreach/1 wk. Orientation and Testing/1 wk. Graduation
- 3.5 to 5 year olds Classes
- "First Teachers at Home" for Parents
- Childcare provided
- Community Worker 1 day per week

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>	<u>Subsidy Rate</u> 25%
Direct Hours	1400	\$ 23,268	
Class Support Hours	<u>110</u>	<u>\$ 1,828</u>	
Totals	1510	\$ 25,096	\$ 18,822

2nd Day Educational Module/

Early Literacy Component

- 1.5 hour program once a week
- Two 15-week programs during school day
- Parents & children attend jointly, exchange reading activity bags, learn pre-reading activities to conduct at home

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>
Direct Hours	540	\$ 8,975
Class Support Hours	<u>25</u>	<u>\$ 416</u>
Totals	565	\$ 9,390

Transition 4th and 5th Parenting Module

- 2 hour program once a week
- 4th & 5th Grade Student Classes
- Two 12-week programs during evenings
- Childcare provided

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>
Direct Hours	485	\$ 8,061
Class Support Hours	<u>110</u>	<u>\$ 1,828</u>
Totals	595	\$ 9,889

Basic/Advanced Parenting Module

- 1.5 hour program once a week
- Two 12-week programs during school day
- Childcare provided

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>
Direct Hours	350	\$ 5,817
Class Support Hours	<u>110</u>	<u>\$ 1,828</u>
Totals	460	\$ 7,645

Community Worker - 30 Weeks

1 Day per Week Additional 30 weeks

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>
Direct Hours	240	\$ 3,989

Summer - School Readiness Module

- 3 hour program
- Twice a week for 5 weeks during day
- Entering Kindergarteners & Parents together
- Childcare provided

	<u>Hours</u> <u>Per School</u>	<u>Cost</u> <u>Per School</u>	<u>Subsidy Rate</u> 35%
Direct Hours	304	\$ 5,052	
Class Support Hours	<u>25</u>	<u>\$ 416</u>	
Totals	329	\$ 5,468	\$ 3,554

	<u>Payroll Tax</u>
	<u>Hrly Wage</u> <u>& WC</u> <u>Total Hrly</u>
Compensation Hourly Cost:	\$14.50 \$2.12 \$16.62



Thomas A. Edison Elementary School and Padres Unidos 2015/2016

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Thomas A. Edison Elementary School:

I. Costs and Funding

The cost to Edison/SAUSD of the program described below will be \$15,623.00. The cost corresponds to the services rendered stipulated in the 2015-2016 price sheet for the basic and advance Parenting Module and the Community Worker. The two morning 12 week parent support programs with child care cost is \$7,645 (one in the fall and one in spring). In addition, the price includes two days 16 hrs. a week of a community worker for 30 weeks for \$7,978.00 (rate times two \$3,989)

II. Services/Program Description

Two Parents 12 Weeks Parent Education Modules

- A. Padres Unidos will provide two twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Edison school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Thomas A. Edison will have a Padres Unidos Community Worker two days week for eight (8) hours for 30 weeks.

III. Targeted population:

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



Manuel Esqueda Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Manuel Esqueda /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide Manuel Esqueda school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Manuel Esqueda will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Franklin Elementary School and Padres Unidos 2015-2016

In Connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2015-2016, and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Franklin Elementary School:

I. Costs and Funding

The cost to Franklin/SAUSD of the program described below will be \$3,989.00. The cost corresponds to the SAUSD Pricing sheet for 2015/2016. The selected program will consist of the following components.

II. Services/Program Description

To increase parents' knowledge and involvement in supporting learning excellence and community engagement, the Community Worker will be a liaison providing Franklin Elementary community with services, support, activities, information, and referrals for those in need.

III. Targeted Population:

- i. Families in need of assistance as identified by staff and community members
- ii. Students whose academic performance is being negatively impacted for circumstantial transitional situations in their lives
- iii. Parents that can benefit from an external support system to become actively supportive to students at all levels



John C. Fremont Elementary School and Padres Unidos 2015/2016

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD"), and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to John C. Fremont Elementary School:

I. Costs and Funding

The cost to John C. Fremont /SAUSD of the program described below will be **\$22,811.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$22,811.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide two days eight hours John C. Fremont school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. John C. Fremont will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Garfield Elementary School and Padres Unidos 2015/2016

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2015-2016 and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Garfield Elementary School:

I. Costs and Funding

The cost to Garfield/SAUSD of the program described below will be **\$13,878.00**. The cost corresponds to services rendered stipulated in the MOU for the Transition 4th and 5th Parenting Module **\$9,889.00** and the Community Worker for **\$3,989.00**

The programs will consist of the following components:

II. Services/Program Description

- A. Parents as Teachers/4th and 5th grade. This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as they transition to Jr. High as well as the academic and social emotional learning needed by this population to be successful in school in this developmental age.
 - i. Both parents and kids face physiological changes and demands that tax their family life and relationships. Additionally, going from an elementary school system to a middle school calls for extra support and education. This module can be offered either as: a module that includes parents alongside their 4th & 5th grade student or a module that only requires parent participation depending on the time it is offer. Weekly classes are held for 4th graders in the Fall semester and 5th graders in the Spring semester.
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home during pre- adolescence.
- B. "Structured Play with Learning Purposes" Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/4th and 5th* program.
- C. Community Worker Support. A Community worker will provide Garfield school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Garfield will have a Padres Unidos Community Worker once a week for eight (8) hours.



PADRES UNIDOS

Glenn L. Martin Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Glenn Martin /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide Glenn Martin school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Glenn Martin will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Martin R. Heninger Elementary School and Padres Unidos 2015-2016

In connection with Padres Unidos entering into a Memorandum of Understanding with Santa Ana Unified School District ("SAUSD") for school year 2015-2016, and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Heninger Elementary School:

I. Costs and Funding

The cost to Heninger/SAUSD of the program described below will be **\$30,456**. The cost corresponds to services rendered stipulated in the *2015-2016 price sheet*. Parents as Teachers/School Readiness \$18,822. A second day of Community Worker \$ 3,989. Basic/Advance Parenting Module program enhancements \$7,645.

II. Services/Program Description

- A. Parents as Teachers/School Readiness. This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness*. Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement*. to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. "Structured Play with Learning Purposes" Child care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. Community Worker Support. A Community worker will provide Heninger school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Heninger will have a Padres Unidos Community Worker once a week for eight (8) hours.
 - i. ENHANCEMENT: Second full day of a Community worker
- D. ENHANCEMENT: Two *12 Weeks of a selected Parent Education Module*
Padres Unidos will provide two twelve weeks of parent training that will be selected by individual schools based on the needs of their parents as determined by an initial community survey.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Herbert Hoover Elementary School and Padres Unidos 2015/2016

In connection with Padres Unidos entering into a contract with Santa Ana Unified School District ("SAUSD") for and in compliance to the board and the superintendent regulations, following is the description of services Padres Unidos will provide to Herbert Hoover Elementary School:

I. Costs and Funding

The cost to Hoover/SAUSD of the program described below will be **\$ 11,634**. The cost corresponds to price sheet services 2015-2016. Of this 7,645 is for Basic/Advanced Parenting Module and \$3989 is for the Community Worker.

II. Services/Program Description

Two Parents 12 Weeks Parent Education Modules

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.
- C. Community Worker Support. A Community worker will provide Hoover school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Hoover will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

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



Dr. Martin Luther King Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Dr. Martin Luther King Jr. /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the price list 2015-2016. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide King school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. King will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



James Rusell Lowell Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Lowell /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide Lowell school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Lowell will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



James Madison Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to James Madison /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide James Madison school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. James Madison will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Monte Vista Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Monte Vista/SAUSD of the program described below will be **\$7,645.00**. The cost corresponds to the services rendered stipulated in the 2015-2016 price sheet for the basic and advance Parenting Module. The two morning 12 week parent support programs with child care cost is \$7,645 (one in the fall and one in spring).

II. Services/Program Description

Two Parents 12 Weeks Parent Education Modules

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.

III. Targeted population:

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



Pio Pico Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Pio Pico /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide Pio Pico school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Pio Pico will have a Padres Unidos Community Worker once a week for eight (8) hours.

III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker



Roosevelt Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Roosevelt/SAUSD of the program described below will be **\$7,645.00**. The cost corresponds to the services rendered stipulated in the 2015-2016 price sheet for the basic and advance Parenting Module. The two morning 12 week parent support programs with child care cost is \$7,645 (one in the fall and one in spring).

II. Services/Program Description

Two Parents 12 Weeks Parent Education Modules

- A. Padres Unidos will provide two morning twelve weeks of parent training with emphasis determined by school administration through the assessment evaluation. Program available only during morning. This module supports the attainment of skills and knowledge that parents need to foster academic excellence and parent school involvement. The focus will be to foster a culture of shared responsibility and collaboration with the school.
- B. "Structured Play with Learning Purposes" Child-Care. This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 5 year old children and developmental assessments delivered concurrently during the parent Educational Module program.

III. Targeted population:

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



George Washington Elementary School and Padres Unidos 2015/2016

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

I. Costs and Funding

The cost to Washington /SAUSD of the program described below will be **\$18,822.00**. The cost corresponds to the services rendered stipulated in the MOU for the Basic Program. The \$18,822.00 will be paid pro-rated by the district/school through monthly statements. The Basic Program will consist of the following components:

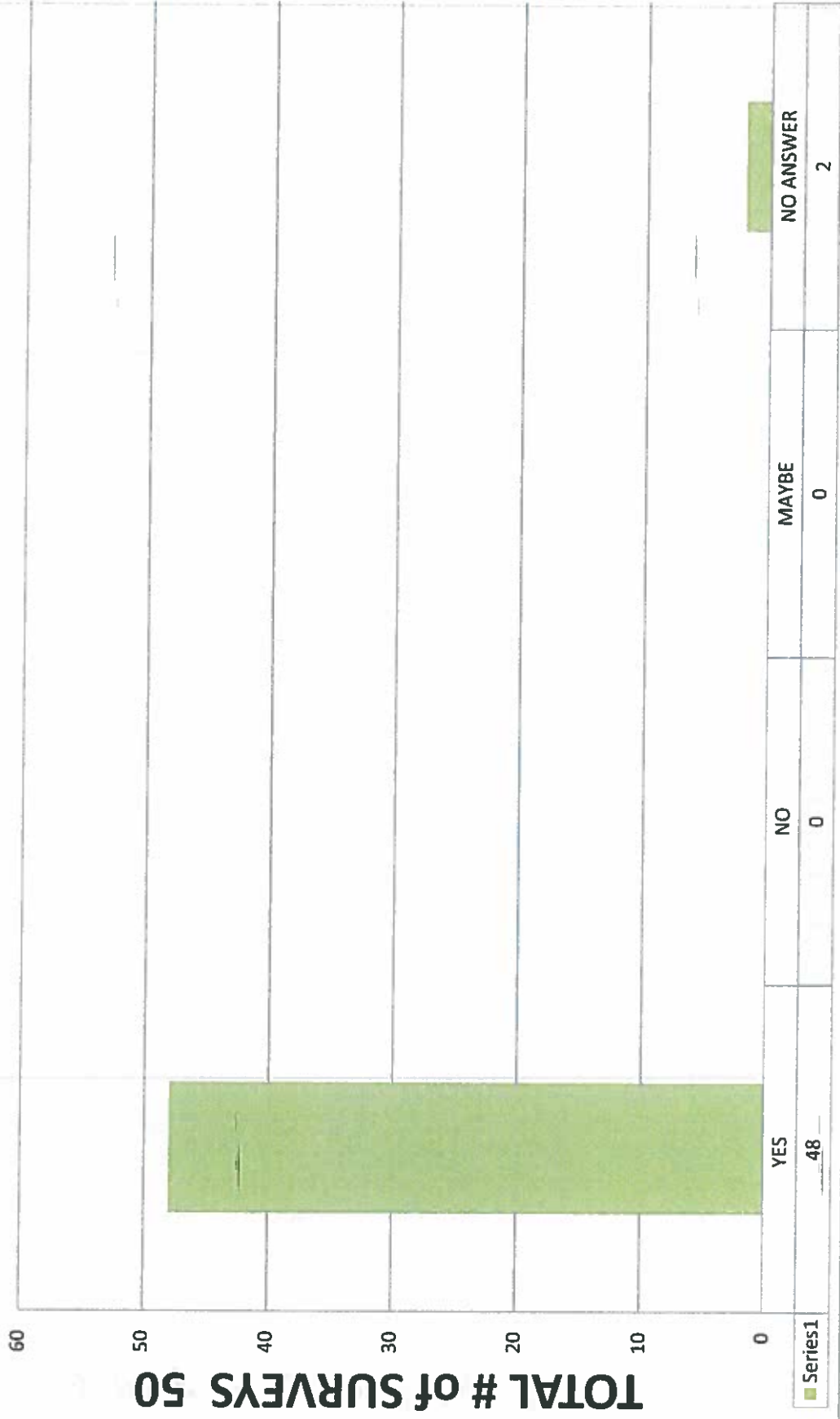
II. Services/Program Description

- A. **Parents as Teachers/School Readiness.** This component has two key elements that run concurrently and are meant to address both the need for parent's involvement in their child's education as well as the academic and social emotional learning needed by this population to be successful in school.
 - i. *School Readiness.* Evidence based weekly three-hour classes, throughout the school year, that incorporate in-classroom *school readiness* strategies for 3.5- to 5-year-olds
 - ii. *Parent Engagement.* to support and strengthen parenting skills for parents and caregivers to be the first teachers at home
- B. **"Structured Play with Learning Purposes" Child care.** This component includes a developmentally sensitive array of games and activities to stimulate growth for 2 to 3.5 year old children and developmental assessments delivered concurrently with the *Parents as Teachers/School Readiness* program.
- C. **Community Worker Support.** A Community worker will provide Washington school with services, support, activities, information and referrals for those in need of assistance as identified by the school community's, and individual, needs. Washington will have a Padres Unidos Community Worker once a week for eight (8) hours.

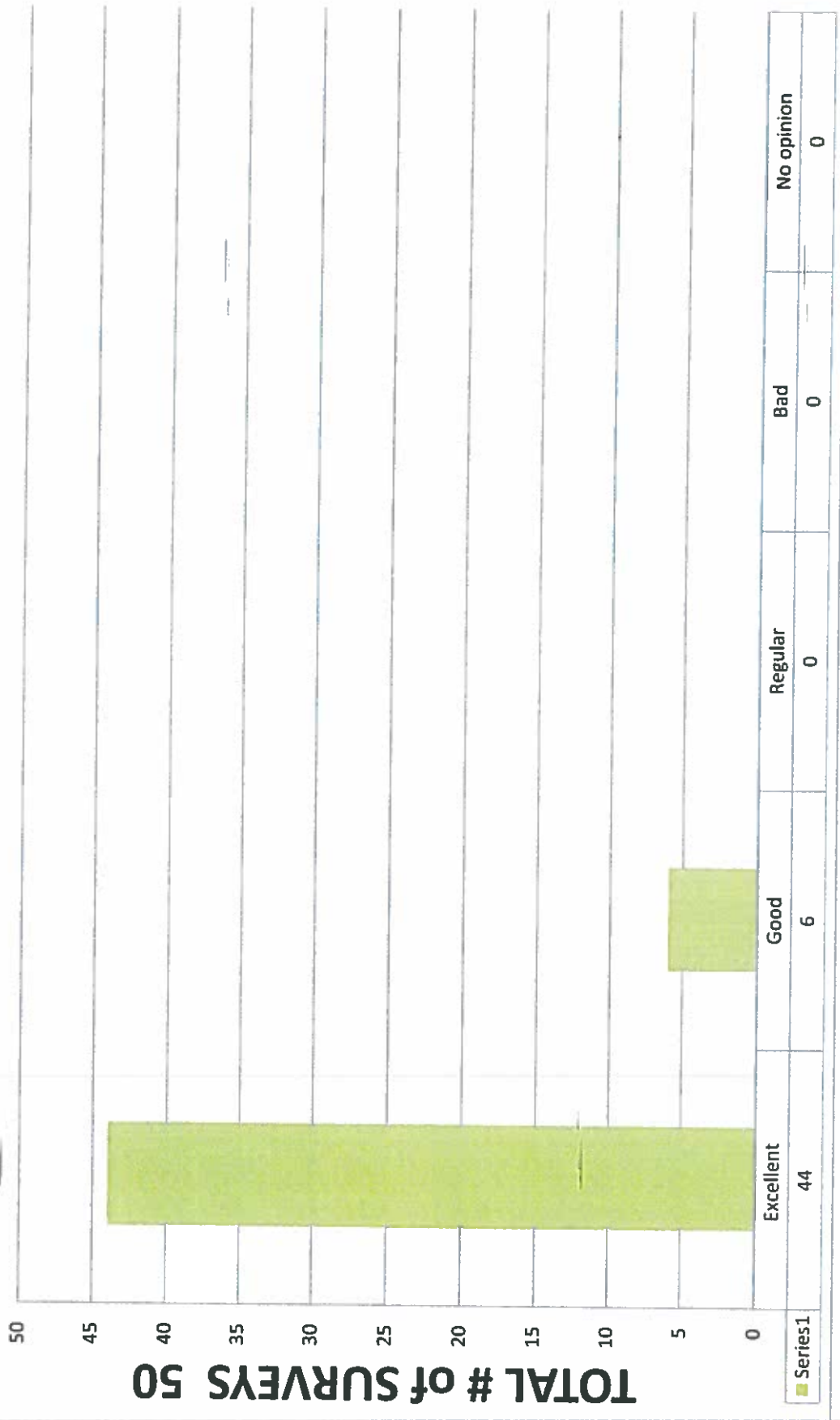
III. Targeted population:

- A. 3.5-5 year old "School Readiness students"
- B. Parents that attend the Parent Engagement component
- C. "Structure Playing with Learning Purposes" Quality child care for program attending parents
- D. Families referred to Community Worker3

Would you recommend our program to other parents?



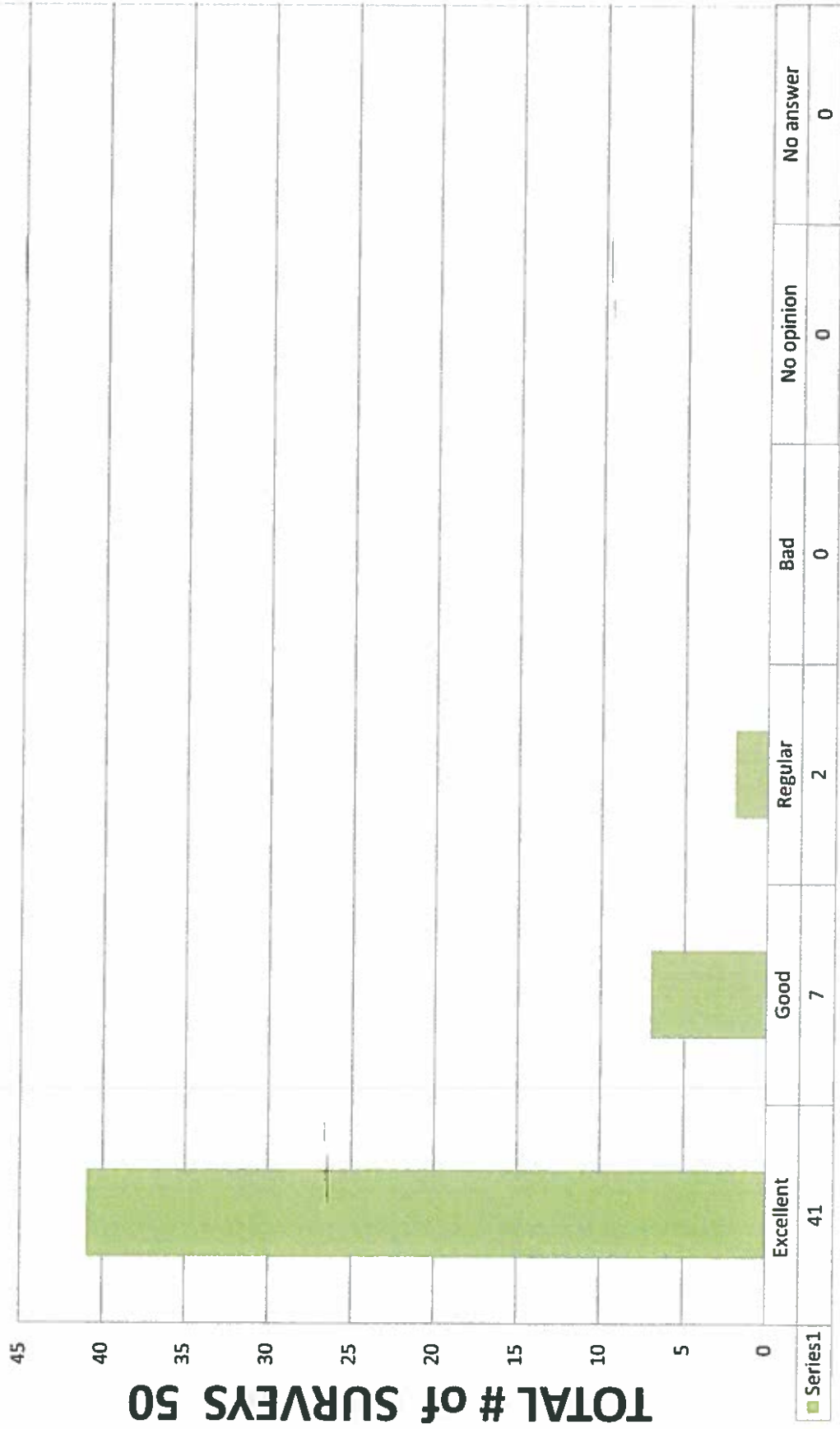
Do you believe early education programs prepares your child for kindergarten?



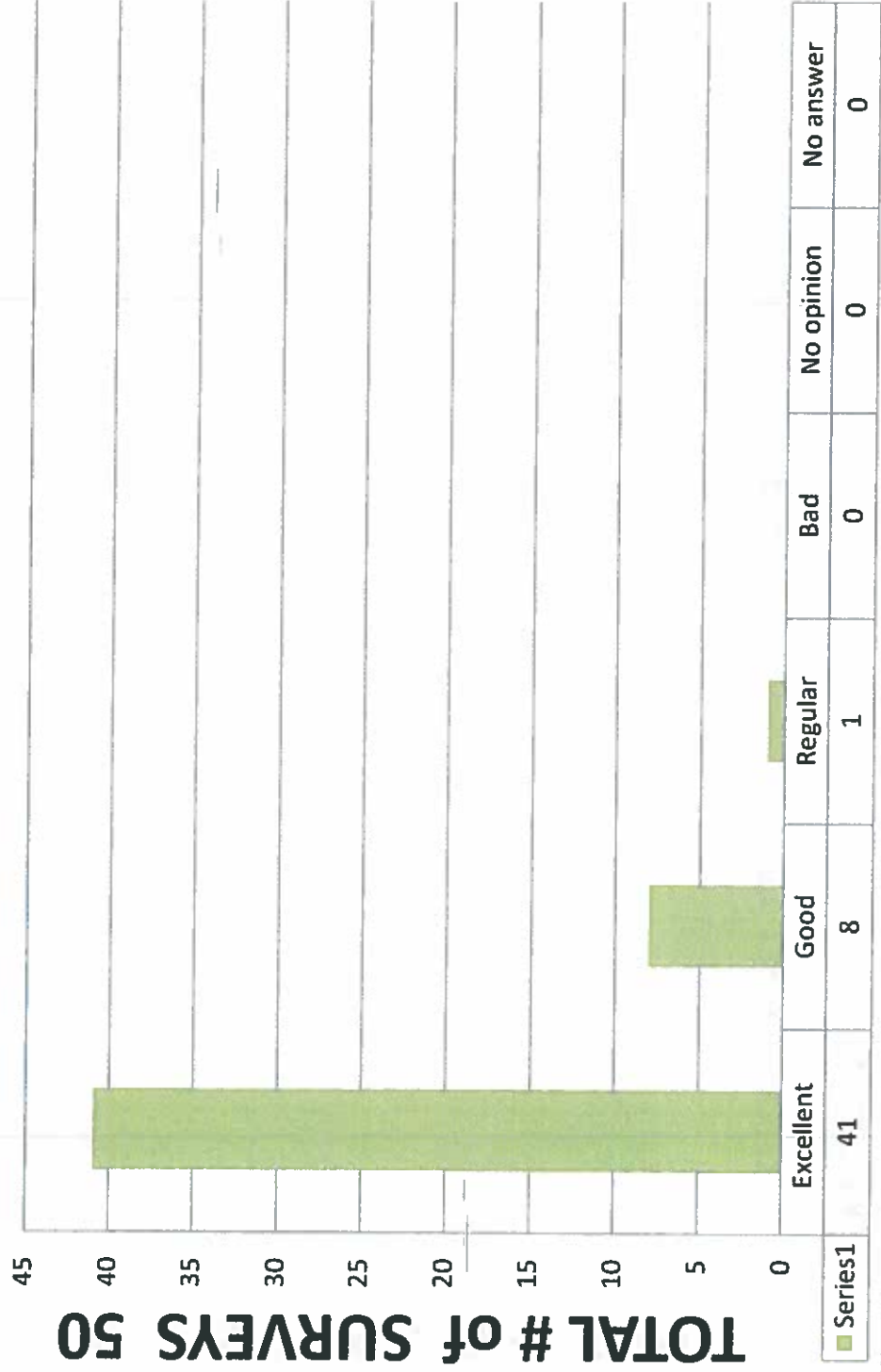
How do you rate the work of Padres Unidos Coordinator?



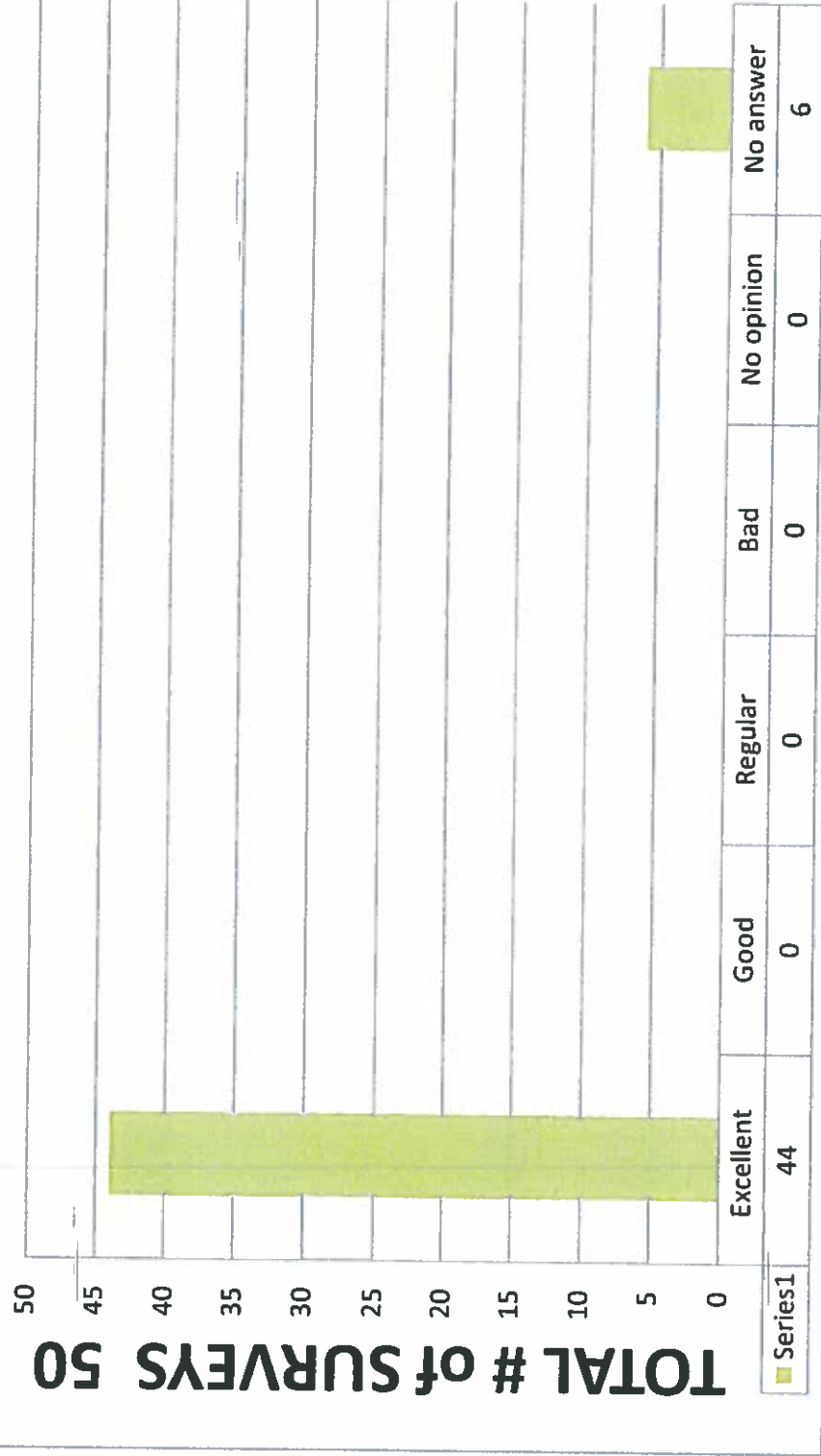
How do you rate *Padres Unidos* use of time In the classes?



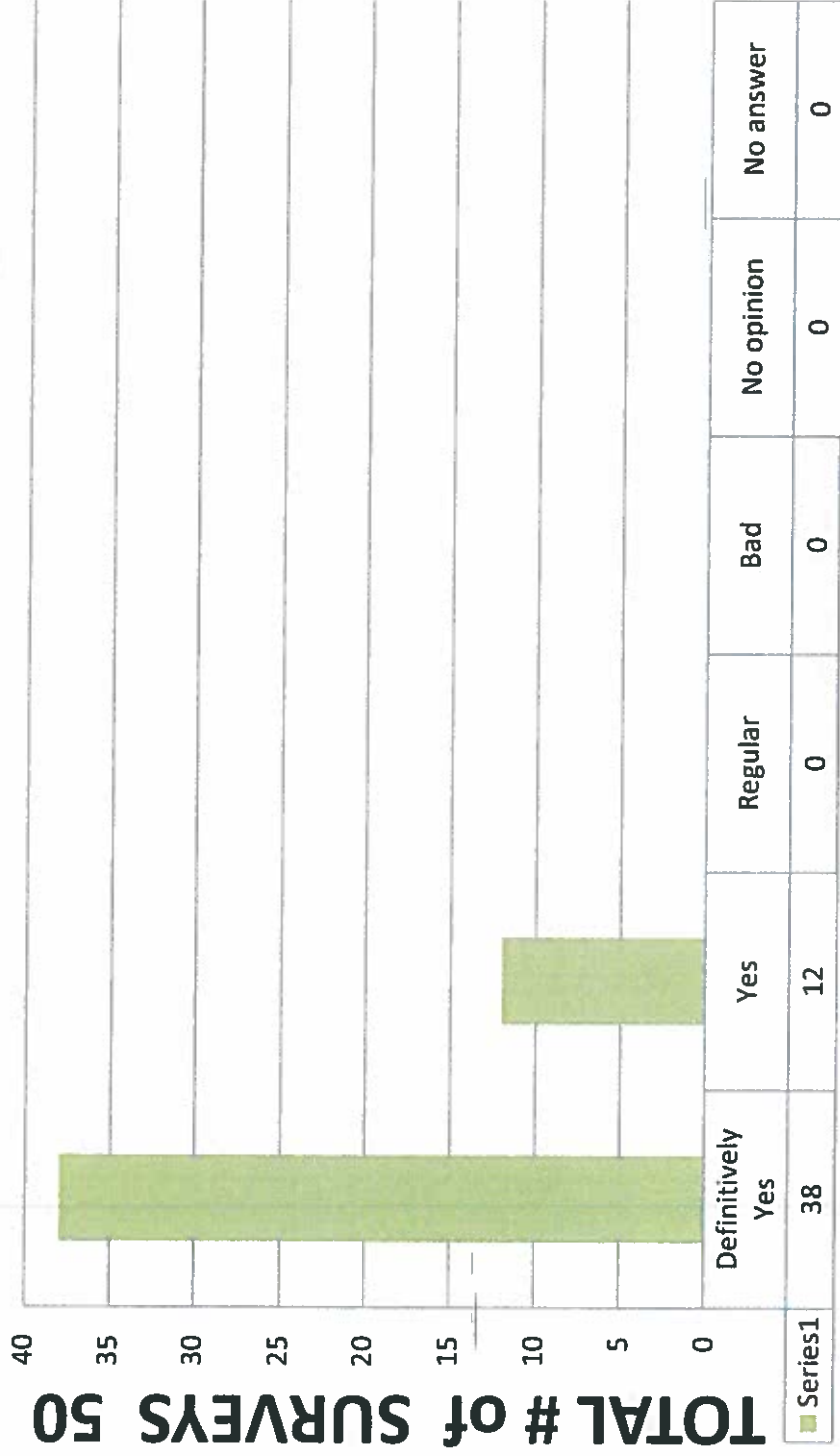
How do you rate the topics?



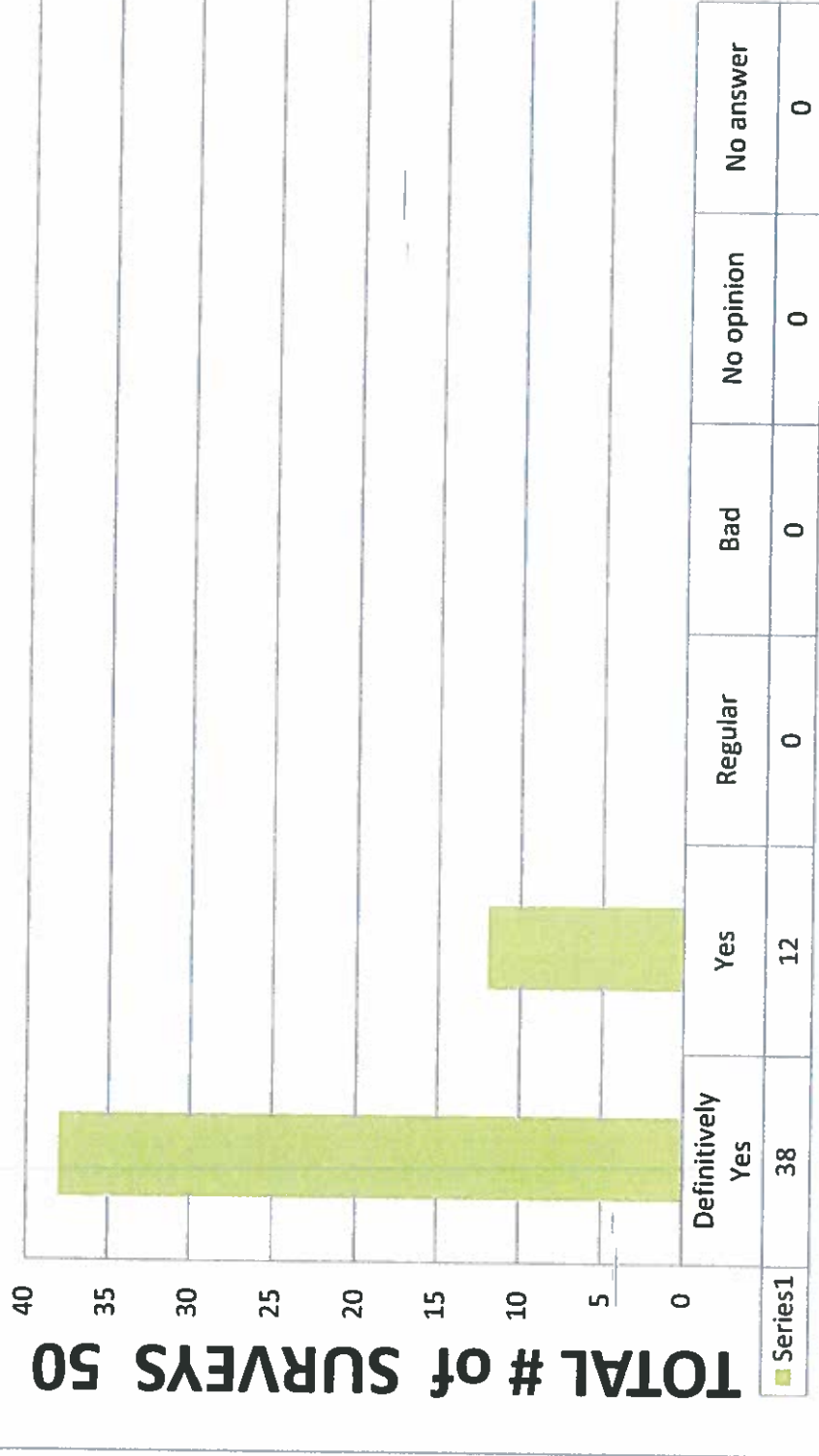
How do you rate the work of Padres Unidos parent educator ?



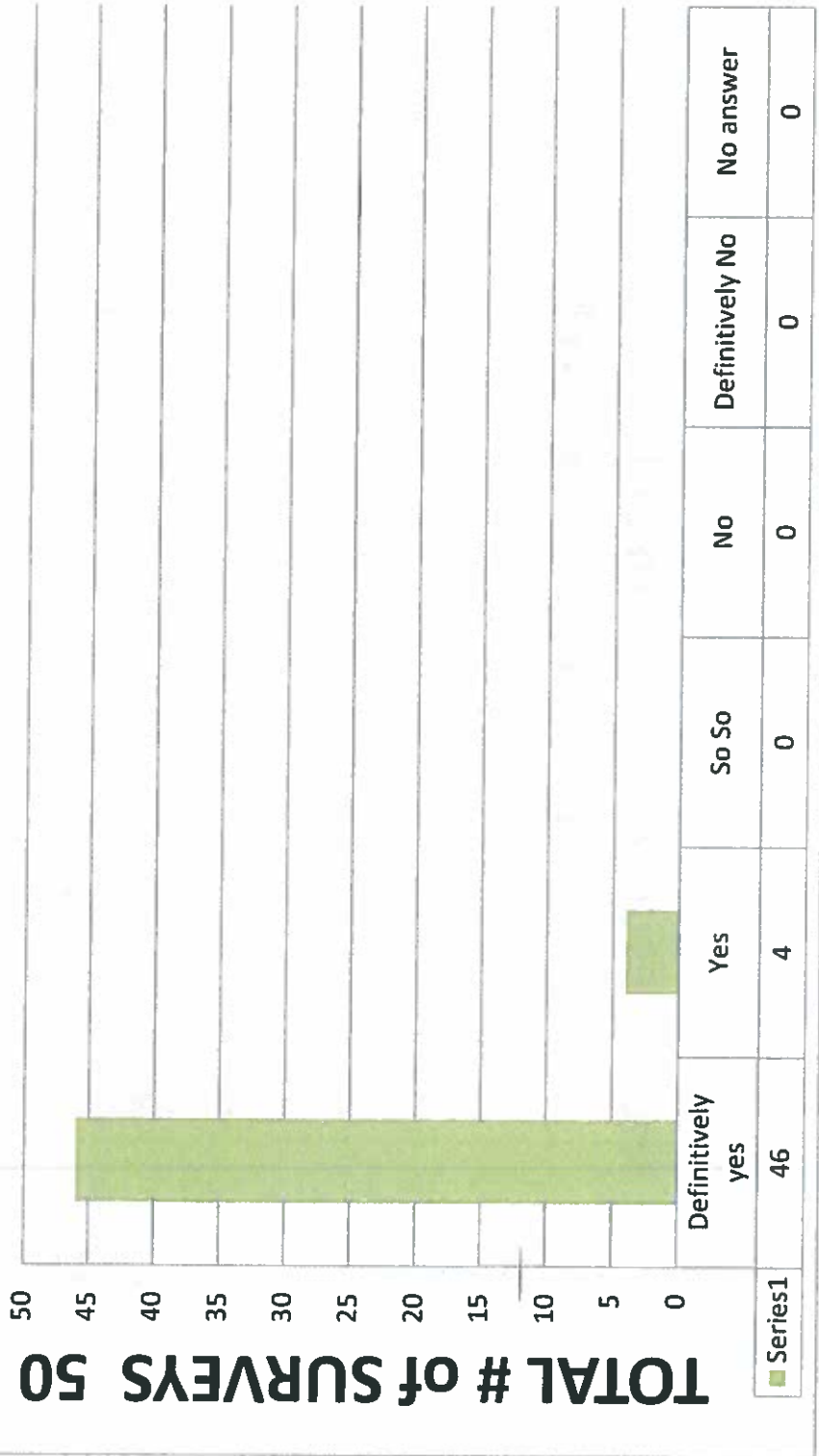
Has your role as a parent changed since you participate in our program?



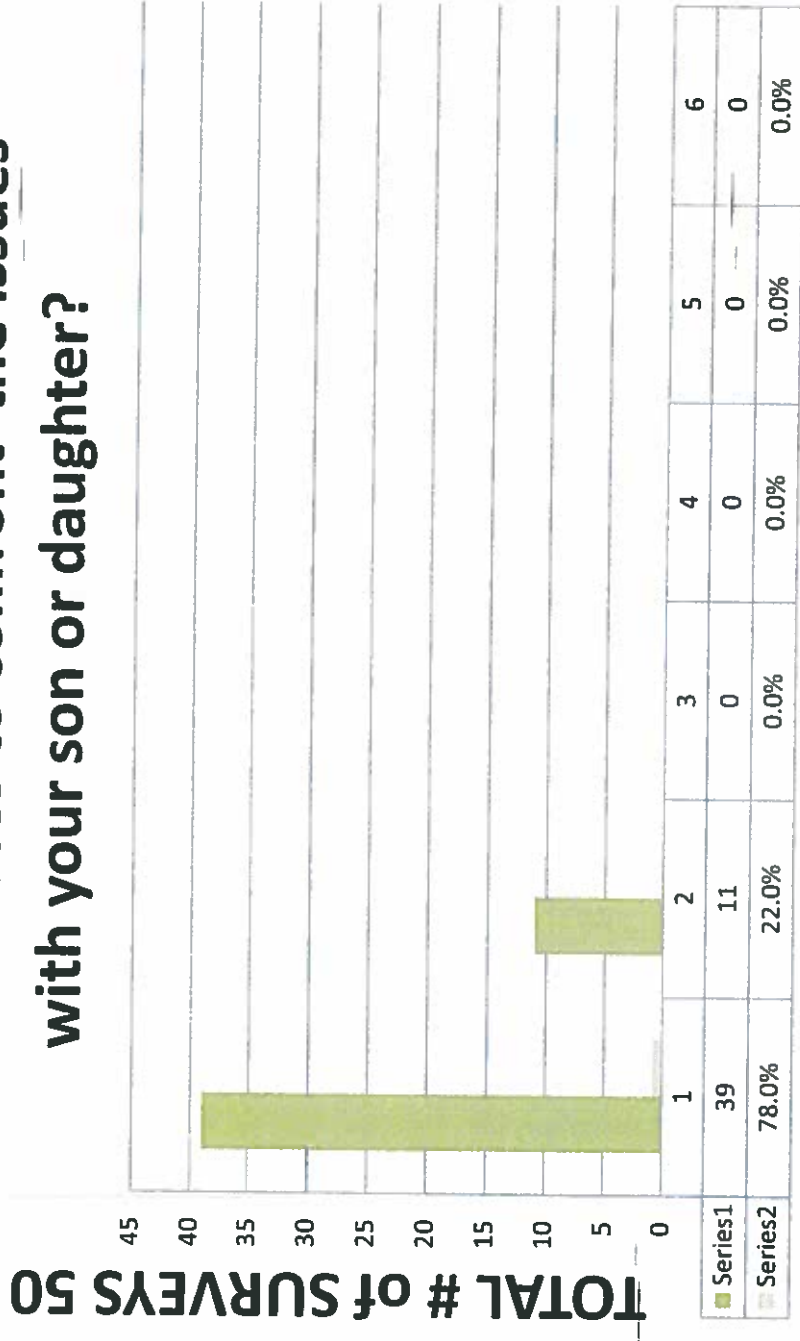
The weekly phone calls provides you with support?



Having this class helped you to be a better parent?



Does our program help you in having more resources to confront the issues with your son or daughter?



Independent Contractor Agreement

This AGREEMENT is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRRICT,” and **Padres Unidos, 708 N. Garfield St., Santa Ana, CA 92701** hereinafter referred to as “CONTRACTOR.”

WHEREAS, DISTRRICT 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, DISTRRICT is in need of such special services and advice; and WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** The Padres Unidos program will provide bi-weekly three-hour classes 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.

This program will be implemented at Edison, Esqueda, Franklin, Fremont, Garfield, Heninger, Hoover, King, Lowell, Madison, Martin, Monte Vista, Pio Pico, Roosevelt, and Washington elementary schools.

Services shall be provided by (Name of specific individual, if required).

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on **8/26/2015** and will diligently perform as required and complete performance by **6/30/2016**

3. **Compensation:** DISTRRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two Hundred Forty Five Thousand, Four Hundred and Thirty Five Dollars (\$245,435)**. DISTRRICT shall pay CONTRACTOR according to the following terms and conditions:

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

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' Compensation. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.

6. **Materials:** CONTRACTOR shall furnish, at its 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
CONTRACTOR'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:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent:** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR'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 CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR'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 the **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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to 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:** CONTRACTOR 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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, 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 negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR 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 **TEN (10)** days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR 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. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. **Permits/Licenses:** CONTRACTOR and all CONTRACTOR'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:** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR 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. **Nondiscrimination:** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. **Non Waiver:** The failure of DISTRICT or CONTRACTOR 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) by 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**

CONTRACTOR:

**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. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. 2015-2016 Schedule of Schools.

THIS AGREEMENT IS ENTERED INTO THIS **26TH DAY OF AUGUST, 2015.**

DISTRICT:

CONTRACTOR:

By:

Signature

Tina Douglas

Printed Name

Assistant Superintendent, Business

Services

Title

8/25/2015

Board Approval Date

By:

Signature

Printed Name

Title

Social Security or Taxpayer Identification

* Risk Manager should review all insurance requirements for the District.

* Criminal Record Check (Fingerprint), may be applicable.

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Approval of Agreement with The Regents of University of California, The Center for Educational Partnerships 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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of the agreement with The Regents of the University of California (UCI), The Center for Educational Partnerships for the 2015-16 school year. This partnership will co-fund two curriculum specialists and one teacher to support the District's English Language Learner (ELL) program and the Irvine Mathematics Project (IMP). UCI received a California Postsecondary Education Commission Improving Teacher Quality grant in collaboration with the District.

LCAP Goal 2.8: Provide professional development for teachers in implementation of the new State standards and technology integration strategies.

RATIONALE:

The UCI Center for Educational Partnerships works in close collaboration with District leadership to develop and coordinate professional development plans.

This service agreement contracts two curriculum specialists and one teacher to help implement and realize the goals and objective for the ELL and IMP programs. The District will be reimbursed the combined current salary equivalent time of 50%, 30%, and 100% plus 6.49% indirect costs of two curriculum specialists and for the teacher. This agreement is subject to annual renewal.

These same two curriculum specialists and one teacher will also serve as the co-directors of the Center for Educational Partnership, overseeing the project's implementation of its signature programs as well as developing and customizing professional development workshops/institutes for partnership districts and schools in the Orange County region.

FUNDING:

UCI Center for Educational Partnership District Reimbursement: \$277,871.50

RECOMMENDATION:

Approve the agreement with The Regents of the University of California, The Center for Educational Partnerships for the 2015-16 school year.

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District (hereinafter called "Contractor") located at 1601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

Contractor will release each individual specified in Article I.B. for a percentage of their time to serve as one of the co-directors of the California Reading and Literature Project (CRLP). Their K-12 curriculum and pedagogical expertise will contribute to the high quality professional development to be provided to partner schools and districts in Orange County. As Co-Directors of the CRLP, they will be responsible for providing project oversight as well as collaborating with statewide regional directors and university faculty to design and develop standards and research-based professional development workshops/institutes for teachers, with a particular emphasis in supporting English learners. Additional responsibilities will include:

- Work in close collaboration with partner schools and districts to ensure the professional development provided is supported through building capacity within schools and districts to sustain quality implementation.
- Support and foster teacher leadership and pedagogical content skills through leadership development institutes.
- Attend statewide meetings and possible national workshops and conferences.
- Provide technical support to partner schools and districts.
- Work with university faculty and the advisory committee to support the goals & objectives of the project.
- Evaluate the teacher professional development programs offered by the project. Feedback will be gathered, analyzed and used to inform the project of possible refinements, adjustments and improvements that can be addressed.

B. If applicable, Contractor agrees that Linda Palomino and Robyn Lee-Giuseffi shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

The Contractor shall provide reports as described:

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. NA sponsored by NA dated NA.

Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 8/27/15 through 6/17/16.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The University will pay the following to the Contractor for services performed:

1. Fees:

For CRLP work specified in Article I.A: \$ 124,309

1) For services performed by Linda Palomino, based on the equivalent of 50% of her time. An estimated total of \$82,498 for the academic year represents 50% of salary and benefits + 6.49% indirect costs (includes a potential salary increase of 5.5%).

2) For services performed by Robyn Lee-Giuseffi, based on the equivalent of 30% time of her time. An estimated total of \$41,811 for the academic year represents 30% of salary and benefits + 6.49% indirect costs (includes a potential salary increase of 5.5%).

See attached fee schedule \$
 \$ per day/ hour x not-to-exceed days/ hours \$
 \$ flat rate of \$
Subtotal \$

2. Other Expenses:

Amounts below are not-to-exceed amounts
 Receipts must be submitted with invoices for actual expenditures
 See attached fee schedule
 Per Diem at \$ for up to days \$
 Travel expenses: \$
 Other expenses: \$
Subtotal \$

MAXIMUM TO BE PAID UNDER THIS AGREEMENT: \$ 124,309

B. Payments.

Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV.

below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

No payments shall be made in advance of work performed, except as specified in the Agreement. The University has an integrated financial system that requires all its vendors to onboard into the system and to provide information, such as an Employer Identification or Social Security Number, address, etc. Payment under this Agreement shall not be made or required until or unless the Contractor onboards into the University's financial system.

IV. PERFORMANCE SCHEDULE

All services shall be provided within the period of performance of this Agreement

Contractor shall invoice the University twice, once mid-year for the first two quarters and again at the end of the academic year (June 2016) for the second half of the fee (third and fourth quarters).

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Betty Isa, California Reading and Literature Project, Center for Educational Partnerships, 420 Social Science Tower, Irvine, CA 92697-2505

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Betty Isa
California Reading and Literature
Project
420 Social Science Tower
Irvine, CA 92697-2505

For the Contractor:

Stefanie Phillips, Ed.D., CBO
Deputy Superintendent, Operations
Santa Ana Unified School District
1601 East Chestnut
Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

X. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XI. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.

2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK OR TRANSPORTATION IS PART OF THE CONTRACTED SERVICES HEREIN.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

d. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

(1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.

- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices is permitted only if specified in this Agreement.

XIII. OWNERSHIP AND ACCESS TO RECORDS

All records are the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XIV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XV. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVI. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require**

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XVII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify University in advance of such requests for release of information so as to allow the University reasonable time to oppose or seek to quash such disclosures with the court if it desires.

XVIII. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XIX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XX. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXI. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

XXIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXIV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

University Internal Approval(s):

Department Approval (date)
Name: Dr. Stephanie Reyes-Tuccio
Title: Director, Center for Educational Partnerships

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature (date)
Name: Stephanie Phillips, Ed.D.
Title: Deputy Superintendent, Operations

Responsible Administrative Official (date)
Brant Yancey
Purchasing and Risk Services

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Santa Ana Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of The Center for Educational Partnerships at University of California, Irvine (hereinafter called "the University") and Santa Ana Unified School District (hereinafter called "Contractor") located at 601 East Chestnut, Santa Ana, CA 92701-6322.

I. SCOPE OF WORK

A. The Contractor shall furnish to the University the following described services:

1. Irvine Math Project (IMP) Co-Director Jeff Hruby - 100% time

Contractor will serve as the mathematics staff developer supervising the secondary level of professional development for the Irvine Mathematics Project, which is housed in the UCI Center for Educational Partnerships (CFEP).

- Work in close collaboration with district leadership to develop and coordinate professional development plans.
- Support and foster teacher leadership and pedagogical content skills via summer leadership institutes and academic year follow up.
- Propose, draft and submit fee-for-service contracts with Orange County and LA school districts for University approval, and perform work under such agreements when executed.
- Attend statewide meetings and possible national workshops.
- Support elementary director in the design and implementation of elementary programs.

EVALUATION & ANALYSIS:

The Contractor will be responsible for evaluation of the development and implementation of the teacher professional development programs, and will gather, analyze, and report feedback to the IMP Director.

B. If applicable, Contractor agrees that Jeff Hruby shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

The Contractor shall provide reports as described:

Status reports will be provided to the individuals specified in Article V. as requested.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. N/A sponsored by N/A dated N/A.

Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from 08/27/15 through 06/17/16.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The University will pay the following to the Contractor for services performed:

1. Fees:
- | | | |
|-------------------------------------|--|---------------|
| <input checked="" type="checkbox"/> | \$14,356.25/month for 10 months (represents 100% of salary, retirement and benefits costs for Jeff Hruby) | \$ 143,562.50 |
| <input type="checkbox"/> | See attached fee schedule | \$ |
| <input type="checkbox"/> | \$ _____ per <input type="checkbox"/> day/ <input type="checkbox"/> hour x not-to-exceed <input type="checkbox"/> days/ <input type="checkbox"/> hours | \$ |
| <input type="checkbox"/> | \$ flat rate of _____ | \$ |
| | Subtotal | \$ 143,562.50 |
2. Other Expenses:
- | | | |
|-------------------------------------|--|----------------------|
| <input checked="" type="checkbox"/> | Amounts below are not-to-exceed amounts | |
| <input type="checkbox"/> | Receipts must be submitted with invoices for actual expenditures | |
| <input type="checkbox"/> | See attached fee schedule | |
| <input type="checkbox"/> | Per Diem at \$ _____ for up to _____ days | \$ |
| <input type="checkbox"/> | Travel expenses: | \$ |
| <input checked="" type="checkbox"/> | Other expenses: for potential cost increase in benefits, salary or _____ | \$ 10,000 |
| <input type="checkbox"/> | | |
| | *Will only be paid if there is a documented increase. | |
| | Subtotal | \$ 10,000 |
| | MAXIMUM TO BE PAID UNDER THIS AGREEMENT: | \$ 153,562.50 |

B. Payments.

Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. The invoice must include the Contractor's taxpayer identification number. Contractors shall submit invoices to person named in V., below.

OR

Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

No payments shall be made in advance of work performed, except as specified in the Agreement.

IV. PERFORMANCE SCHEDULE

All services shall be provided within the period of performance of this Agreement.

Contractor shall invoice University twice, once mid-year for half the fee and again at the end of the academic year (June 2016) for the other half of the fee.

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Karajeon Hyde, California Math Project, Center for Educational Partnerships, 439 Social Science Tower, Irvine CA 92697-2505
 (Contact regarding invoices: Jacky Meyer, CFEP Business Manager, 481 Social Science Tower, Irvine CA 92697-2505)

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University: Karajeane Hyde
Irvine Math Project
439 Social Science Tower
Irvine, CA 92697-2505

For the Contractor: Ronald Murrey
Santa Ana Unified School District
1601 East Chestnut Street
Santa Ana, CA 92701

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. CONTRACTOR IDENTIFICATION

Each contractor who enters into a contract with the University of California for \$10,000 or more shall list their appropriate Taxpayer Number (EIN or SSN) on each contract. In addition, upon acceptance of this contract Contractor agrees to include their Taxpayer Identification Number on all future contracts regardless of the amount.

IX. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

XI. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury

or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.

2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

d. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices is permitted only if specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

All records are the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XVIII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;

3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify University in advance of such requests for release of information so as to allow the University reasonable time to oppose or seek to quash such disclosures with the court if it desires.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

University Internal Approval(s):

Department Approval (date)
Name: Dr. Stephanie Reyes-Tuccio
Title: Director, Center for Educational Partnerships

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature (date)
Name:
Title:

Responsible Administrative Official (date)
Materiel & Risk Management

Tax ID No. _____
(Social Security or Employer ID No.*)

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

* If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security Number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to federal and state governments.

AGENDA ITEM BACK-UP SHEET
August 25, 2015

Board Meeting

TITLE: **Approval of Consultant Agreement with Fiscal Crisis and Management Assistance Team for 2015-16 School Year**

ITEM: **Action**

SUBMITTED BY: **Stefanie P. Phillips Ed.D., Deputy Superintendent, Operations, CBO**
David Haglund, Ed.D., Deputy Superintendent, Educational Services

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval of consultant agreement for Fiscal Crisis and Management Assistance Team (FCMAT) for the 2015-16 school year.

RATIONALE:

The Fiscal Crisis and Management Assistance Team will conduct a review of the Special Education Department procedures and practices for managing all operations, and will provide recommendations for improved efficiency, if any.

FCMAT will provide a follow-up support if requested by the District at no cost six months after completion of the study to assess the District's progress in implementing the recommendation included in the report.

LCAP Goal 3.4: Support school and district operations to create welcoming and productive school environments for staff, parents, and students.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

FUNDING:

General Fund: \$29,000

RECOMMENDATION:

Approve consultant agreement with Fiscal Crisis and Management Assistance Team for the 2015-16 school year.



CSIS California School Information Services

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
August 6, 2015**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Santa Ana Unified School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

The team provides a variety of services to school districts and county offices of education upon request. The district has requested that the team assign professionals to study specific aspects of the district’s operations. These professionals may include staff of the team, county offices of education, the California Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this agreement.

In keeping with the provisions of Assembly Bill 1200, the county superintendent will be notified of this agreement between the district and FCMAT and will receive a copy of the final report. The final report will also be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

1. Review whether the district provides a continuum of special education and related services; include an analysis of the least restrictive environment.
2. Analyze special education teacher staffing ratios and class and caseload sizes using the statutory requirements for mandated services and statewide guidelines.
3. Review the efficiency of paraeducator staffing, including 1-to-1 para-educators. Analyze the procedures for identifying the need for instructional aides, and the process for monitoring the resources for allocating para-educator, and determining the need for continuing support from year to year. Provide recommendations to improve the efficiency of staffing.

4. Provide an analysis of all staffing and caseloads for related service providers including speech therapists, psychologists, occupational/physical therapists, behavior specialists, adaptive physical education teachers, credentialed nurses and others.
5. Review the district's Medi-Cal LEA revenues and allocations and make recommendations to increase efficiencies.
6. Review special education department staffing and organization in the district's central office, including staffing comparisons, to ensure that clerical and administrative support, programs, and overall functionality are aligned with those of districts of comparable size and structure. The team will compare the district's special education staffing and organization with that of three to six similarly-sized districts using the Ed Data website, or six districts selected by the district.
7. Review the district's implementation of Student Success Team (SST) and Response to Intervention (RtI) and provide recommendations as needed.
8. Determine whether the district is over identifying students for special education services compared to the statewide average identification rate, and make recommendations for reducing over identification if needed.
9. Determine the district's general education fund contribution to special education and make recommendations for greater efficiency.

B. Services and Products to be Provided

1. Orientation Meeting - The team will conduct an orientation session at the district to brief district management and supervisory personnel on the team's procedures and the purpose and schedule of the study.
2. On-site Review - The team will conduct an on-site review at the district office.
3. Exit Report - The team will hold an exit meeting at the conclusion of the on-site review to inform the district of significant findings and recommendations to that point.
4. Exit Letter – Approximately 10 days after the exit meeting, the team will issue an exit letter briefly summarizing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
5. Draft Reports - Electronic copies of a preliminary draft report will be delivered to the district's administration for review and comment.
6. Final Report - Electronic copies of the final report will be delivered to the district's administration and to the county superintendent following completion of the review. Printed copies are available from FCMAT upon request.
7. Follow-Up Support – If requested, FCMAT will return to the district at no cost six months after completion of the study to assess the district's progress in implementing the recommendations included in the report.

8. Progress in implementing the recommendations will be documented to the district in a FCMAT management letter.

3. PROJECT PERSONNEL

The study team will be supervised by William P. Gillaspie, Ed. D., Deputy Administrative Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- | | |
|------------------------------------|-------------------------|
| <i>A. Dr. Jackie Kirk-Martinez</i> | <i>FCMAT Consultant</i> |
| <i>B. Pamela Blatt</i> | <i>FCMAT Consultant</i> |
| <i>C. Don Dennison</i> | <i>FCMAT Consultant</i> |
| <i>D. Sandra Kludt</i> | <i>FCMAT Consultant</i> |
| <i>E. JoAnn Murphy</i> | <i>FCMAT Consultant</i> |

Other equally qualified staff or consultants will be substituted in the event one of the above individuals is unable to participate in the study.

4. PROJECT COSTS

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be as follows:

- A. \$500 per day for each staff member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings. The cost of independent FCMAT consultants will be billed at their actual daily rate.
- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon the district's acceptance of the final report.

Based on the elements noted in section 2 A, the total estimated cost of the study will be \$29,000.

- D. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The district will provide office and conference room space during on-site reviews.

- B. The district will provide the following if requested:
1. Policies, regulations and prior reports that address the study scope.
 2. Current or proposed organizational charts.
 3. Current and two prior years' audit reports.
 4. Any documents requested on a supplemental list. Documents requested on the supplemental list should be provided to FCMAT only in electronic format; if only hard copies are available, they should be scanned by the district and sent to FCMAT in electronic format.
 5. Documents should be provided in advance of fieldwork; any delay in the receipt of the requested documents may affect the start date of the project. Upon approval of the signed study agreement, access will be provided to FCMAT's online SharePoint document repository, where the district will upload all requested documents.
- C. The district's administration will review a preliminary draft copy of the report resulting from the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for different phases of the study:

Orientation:	January 26, 2016 at 9 a.m.
Staff Interviews:	January 26-27, 2016
Exit Meeting:	January 29, 2016 at 9:30 a.m. – 11 a.m.
Preliminary Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	to be determined, if requested
Follow-Up Support:	if requested

7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK:**

FCMAT will begin work as soon as it has assembled an available and appropriate study team consisting of FCMAT staff and independent consultants, taking into consideration other jobs FCMAT has previously undertaken and assignments from the state. The team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the district and any other parties from whom, in the team's judgment, it must obtain information. Once the team has completed its fieldwork, it will proceed to prepare a preliminary draft report and a final report. Prior to completion of fieldwork, the district may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the district does not provide written notice of termination prior to completion of fieldwork, the team will complete its work and deliver its report, and the district will be responsible for the full costs. The district understands and agrees that FCMAT is a state agency and all FCMAT reports are published on the FCMAT website and made available to interested parties in state government. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed, and the district shall not request that it do so.

8. **INDEPENDENT CONTRACTOR:**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

9. **INSURANCE:**

During the term of this agreement, FCMAT shall maintain liability insurance in an amount not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. Prior to the commencement of work, FCMAT shall provide certificates of insurance, with additional insured endorsements, indicating applicable insurance coverages.

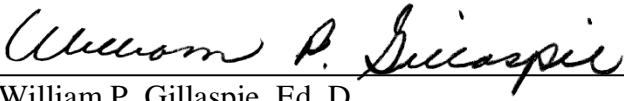
10. **HOLD HARMLESS:**

FCMAT shall hold the district, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement. Conversely, the district shall hold FCMAT, its board, officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of its board, officers, agents and employees undertaken under this agreement.

11. CONTACT PERSON

Name: David Haglund, Ed.D., Deputy Superintendent, Educational Services
Telephone: (714) 558-5826
E-mail: David.Haglund@SAUSD.US

Stefanie Phillips Date
Deputy Superintendent, Operations
Santa Ana Unified School District

 August 6, 2015

Date
William P. Gillaspie, Ed. D.
Deputy Administrative Officer
Fiscal Crisis and Management Assistance Team

AGENDA ITEM BACKUP SHEET

August 25, 2015

Board Meeting

TITLE: **Renewal of Memorandum of Understanding for Special Schools Program with Orange County Department of Education for 2015-16 School Year**

ITEM: **Action**

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

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

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board renewal of a Memorandum of Understanding (MOU) with the Orange County Department of Education (OCDE) in order to provide appropriate cost-effective special education services for the District's students requiring very intensive services, including secondary students who are deaf or hearing impaired.

For over 50 years the Special Schools unit of the Orange County Department Education has provided programs for the District's secondary students who are deaf and for students who are severely disabled. This year approximately 49 students - 25 students who are deaf and 24 who are severely disabled - will attend the Special Schools located at University High School and Venado Middle School for deaf students, as well as the Hillview Special Classes in Santa Ana and classes located on the Irvine High School campus for severely disabled students.

RATIONALE:

This MOU will provide for the continuation of services for the District's students in the OCDE Special Schools Program. Students' IEP teams have recommended the Special Schools as the most appropriate placement to meet their unique needs.

LCAP Goal 2.2: Support learning opportunities for current special education students as provided in their Individualized Education Programs (IEPs).

LCAP Goal 1.14: In addition to services provided to low income students, students receiving special education services will receive services such as, but not limited to, services and supports as listed in Individualized Education Programs (IEPs) for additional students above 2013-2014 baseline numbers.

FUNDING:

Special Education: Total not to exceed \$2,382,954

This amount includes tuition of \$44,306 for 49 students and costs of \$211,960 for additional instructional aide support for students with intensive needs.

RECOMMENDATION:

Renew the Memorandum of Understanding for Special Schools Program with the Orange County Department of Education for the 2015-16 school year.

DL:kq:cvl

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Santa Ana Unified School District”
2015-2016

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Santa Ana Unified School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

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

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2015-2016 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to

respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials

representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. “Regional Special Education Programs” are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. “Regional Deaf/Hard of Hearing (D/HH) Program” shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. “Regional Oral Deaf Program” shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. “Special Education Program Income” shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. “Special Education Program Expenditures” shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

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

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

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

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

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as

otherwise agreed to by OCDE and the District, including translator services at IEP team meetings and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide

in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

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

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2015-2016 will be based on actual information for 2014-2015 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2015-2016

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District: Santa Ana Unified School District
1601 East Chestnut Ave.
Santa Ana, CA 92701
Attn: Doreen Lohnes, Asst. Superintendent
Special Education/SELPA
Fax: (714) 480-5311
Phone: (714) 558-5832

21. No Waiver

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

22. Hold Harmless

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

23. Complete Agreement

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

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

DISTRICT – [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 6/1/15

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Lysa M. Saltzman ATTORNEY

**Orange County Department of Education
Special Schools Program**

Revised Exhibit A

Revised 2015-16 Adopted Budget	Object	2013-2014	2014-15	2014-15	2015-16
2014-15 average enrollment 453.27 2015-16 proj average enrollment 442	Code	Actuals	Preliminary 1 Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	454,378.76	349,221	325,118	249,018
Reserve for Economic Uncertainty	9791	1,168,786.00	1,055,338	954,842	872,648
Adjustment to ending balance					
Total Beginning Balance	9791	1,623,164.76	1,404,559	1,279,960	1,121,666
Revenue					
Prin Apport State Aid-Prior Year	8019	(1,952.00)			
Revenue Limit	8091&8099				
AB602 Allocation	8097	1,615,467.00	1,705,870	1,616,506	1,644,060
AB602 Allocation		1,613,515.00	1,705,870	1,616,506	1,644,060
Prior Year Apportionment	8319	(42,952.00)	-	(46,021)	
Other State Revenue	8590	-	-		
Other State Revenue		(42,952)	-	(46,021)	-
Interagency Fees Bill Back to Districts	8677	18,418,809.27	19,852,224	18,820,955	19,583,465
Interagency Fees Special Circumstance Aids	8677	4,342,853.55	4,332,158	4,579,788	4,579,788
Other revenue	8631	3,611.75	-		
Other Local Revenue/EE contract	8699	3,259.26	3,175,335	200,416	193,665
Other Revenue/Tuition	8710	2,562,110.92		3,027,794	3,657,155
Other Local Revenue		25,330,644.75	27,359,717	26,628,953	28,014,073
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				
Contribution for Indirect	8981	419,713.03	433,451	476,912	483,461
Contribution frm Special Ed/absence factor	8986	441,951.00		441,951	441,951
Contribution from Restricted	8990	(24,384.34)	-	83,106	86,888
Contribution to Restricted Routine Maint.	8991	(194,205.00)	(194,205)	(118,300)	(366,231)
Contribution to Food Services	8992	(138,997.24)	(135,855)	(153,148)	(162,032)
Contribution to Special Ed	8993	-	-		
Total Contributions		504,077.45	103,391	730,521	484,037
Total Revenue		29,028,449.96	30,573,538	30,209,920	31,263,836

**Orange County Department of Education
Special Schools Program**

Revised Exhibit A

Revised 2015-16 Adopted Budget	Object	2013-2014	2014-15	2014-15	2015-16
2014-15 average enrollment 453.27 2015-16 proj average enrollment 442	Code	Actuals	Preliminary 1 Budget	Estimated Actuals	Adopted Budget
Expenditures					
Teachers Salaries	1100	5,951,109.79	5,974,555	5,834,116	6,004,563
Pupil Support Salaries	1200	1,182,547.80	1,214,602	1,184,636	1,382,359
Supervisor/Administrators	1300	921,675.87	1,002,414	951,625	981,982
Other Certificated	1900	1,127,821.35	1,154,504	1,227,776	1,272,668
Total Certificated		9,183,154.81	9,346,075	9,198,153	9,641,572
Instructional Assistants	2100	6,887,174.46	7,079,480	6,852,872	7,008,885
Classified Support Salaries	2200	591,681.92	634,464	625,373	641,270
Supervisors/Managers	2300	448,673.79	466,345	475,836	472,314
Clerical/Technical	2400	721,735.36	707,312	721,575	714,291
Short term Sub	2900	112.50	-	140	150
Total Classified		8,649,378.03	8,887,601	8,675,796	8,836,910
STRS/PERS	3100-3200	1,693,552.16	1,646,312	1,715,948	1,976,089
Medicare and PARS	3300	242,905.21	254,463	251,102	255,867
Health and Welfare	3400	4,430,908.28	4,839,103	4,519,744	4,941,773
Unemployment	3500	8,846.56	9,099	9,050	9,236
Worker's Comp	3600	298,651.23	365,272	366,294	365,799
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	69,028.26	44,346	46,377	47,715
Total Benefits		6,743,891.70	7,158,595	6,908,515	7,596,479
Textbooks	4100	25,951.27	300	1,500	1,800
Other Books	4200	901.33	1,092	1,465	1,465
Materials and Supplies	4300	264,806.85	285,430	300,758	292,425
NonCapitalized Equipment	4400	22,151.60	53,352	32,473	45,752
Total Books and Supplies		313,811.05	340,174	336,196	341,442
Travel and Conference	5200	135,787.32	135,704	116,173	117,728
Dues and Membership	5300	1,129.50	1,245	800	1,000
Utilities	5500	160,046.91	152,405	170,368	168,517
Rents/Leases/Repairs	5640	341,331.68	382,493	408,795	410,631
Repairs/Maintenance	5600	184,463.90	84,466	219,549	62,025
Transfer of Direct Costs	5700	40,607.37	46,818	46,717	47,317
Professional/Consulting Services	5800	170,831.64	180,865	316,467	212,074
Communications	5900	71,494.19	69,660	59,267	64,974
Total		1,105,692.51	1,053,656	1,338,136	1,084,266
Improvement on Sites	6100	-	-	-	-
Buildings	6200	88,253.00	195,675	159,599	106,203
Capitalized Equipment	6400/6500	7,427.16	11,000	15,243	6,000
Total		95,680.16	206,675	174,842	112,203
Support Costs	7340	1,943,288.58	2,000,585	1,979,704	2,015,141
Support Contributions	7341	419,713.03	433,451	476,912	483,461
IFT Out-Other Authorized IFT	7619	-	-	-	-
Total Support		2,363,001.60	2,434,036	2,456,617	2,498,602
Total Expenditures		28,454,609.86	29,426,812	29,088,255	30,111,474
Restricted Fund Balance Low Incidence	9780/9740	325,118.08	263,921	249,018	249,018
Reserve for Economic Uncertainty	9780/9740	954,842.30	882,804	872,648	903,344
Ending Fund Balance		573,840.09	1,146,725	1,121,666	1,152,362
Total Bill Back		19,124,929.55	19,852,224.44	18,820,955	19,583,465
Average Enrollment		453.67	445.00	453.27	442.00
Estimated Bill Back per Pupil		42,156	44,612	41,523	44,306
Proposed Refund to District		1,556.46			
Actual Billing		40,599.58			

	2015-16
1. Average number of pupils transported	282
2. Maximum number of billable days	202
3. Classified Salaries	85,165
4. Employee Benefits	27,678
5. Supplies	50
6. Travel/Conferences/Dues/Memberships	1,384
7. Other Expenses	-
8. Contracts with Private Contractors (5100)	4,713,980
9. Payments to Private Carriers (5830)	25,000
10. Other Services/Operating Expenses	156
11. Equipment/Replacement	-
12. Therapy Transportation	
Subtotal Costs	4,853,413
13. Direct Support costs	139,433
14. Indirect Support Costs @ 1%	1,394
15. Total Transportation Cost Allocation	4,854,807
16. State Transportation Entitlement	1,617,327
Total Revenue	1,617,327
18. Excess Transportation Cost	3,237,480
18a. *Per Pupil Excess Cost Line18/Line1	11,480
18b. *Per Day/Pupil Excess Cost Line18a/Line2	56.83

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

AGENDA ITEM BACK-UP SHEET
August 25, 2015

Board Meeting

TITLE: **Authorization to Award a Contract for Purchase of Fresh Produce Products and Services to Sunrise Produce Company**

ITEM: **Action**

SUBMITTED BY: **Tina Douglas, Assistant Superintendent, Business Services**

PREPARED BY: **Mark Chavez, Director, Nutrition Services**
Jonathan Geiszler, Director, Purchasing and Stores

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board approval to award a contract for the purchase of fresh produce products and distribution services. In order to provide students their daily nutrition, the National School Lunch Program and School Breakfast Program require the procurement of food products that meet the menu planning standards set forth by the United States Department of Agriculture (USDA). The Purchasing Department and Nutrition Services developed a joint Request for Proposal (RFP) with our neighboring district Garden Grove Unified School District. The RFP was designed to identify one overall best qualified produce distributor that would deliver local high quality produce, excellent customer service and satisfaction, distribution capability, demonstrated healthy financial standing, and competitive pricing along with additional value services such as produce market expertise, seasonal market sourcing and menu planning assistance, salad bar management, training for employees, and Department of Defense Produce delivery capacity.

RATIONALE:

An evaluation committee composed of three representatives from each respective district thoroughly reviewed and is recommending that the Board approve the award to Sunrise Produce Company. This vendor recently relocated its distribution to Fullerton, CA and is a local Orange County business. SAUSD has previous positive experience with this vendor and staff strongly believes that all students would be very well served under this new business partnership.

The RFP was advertised, as legally required, in the *Orange County Register*. Ten vendors received proposal documentation and four submitted proposals. Sunrise Produce Company offered the best overall solution for the District and ranked highest in scoring by panel members. Vendor selection is in compliance with Board Policy and Education Code Section 20118.2.

LCAP Goal 3.5: Ensure access for low income pupils to the core instructional program by including nutritious food and other wellness programs.

LCAP Goal 3.10: Support the enhancement of school climate through smooth operations and processes.

RFP Panel Members Combined Ranking

Qualified Submitters	RFP Ranking	Projected Yearly Cost
Sunrise Produce Company	214/230	\$2,011,681.57
Gold Star Foods	204/230	\$1,996,341.09
The FruitGuys Brand	186/230	\$3,026,774.95
Valley Produce	171/230	\$2,324,449.13

FUNDING:

FUND 13: Cafeteria Fund

RECOMMENDATION:

Authorize staff to award a contract for the purchase of fresh produce products and services to Sunrise Produce Company, pursuant to RFP No. 02-16, renewable yearly for a period not to exceed three years.

TD:mm

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Adoption of Resolution No. 15/16-3043 - Proclaiming September 15 through October 15, 2015 as National Hispanic Heritage Month

ITEM: Action

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

PREPARED BY: Deidra Powell, Chief Communications Officer

BACKGROUND INFORMATION:

The purpose of this agenda item is to seek Board adoption of Resolution No. 15/16-3043 proclaiming September 15 through October 15, 2015 as National Hispanic Heritage Month in the District.

RATIONALE:

The District is committed to honoring and respecting the cultural diversity and many contributions made by the local Hispanic community, including the parents and students of the District. The District seeks to ensure that all students are educated as to the background, history, and contributions of Hispanics in the United States.

FUNDING:

Not Applicable

RECOMMENDATION:

Adopt Resolution No. 15/16-3043 proclaiming September 15 through October 15, 2015 as Santa Ana Unified School District's National Hispanic Heritage Month.

/DP:ja

1 RESOLUTION NO. 15/16-3043

2 BOARD OF EDUCATION

3 SANTA ANA UNIFIED SCHOOL DISTRICT

4 ORANGE COUNTY, CALIFORNIA

5 Proclamation Declaring National Hispanic Heritage Month

6 September 15-October 15, 2015

7 **WHEREAS**, September 15 through October 15, 2015, has been declared National
8 Hispanic Heritage Month by the President and the Congress of the United States;
9 and

10 **WHEREAS**, in 1968 President Lyndon B. Johnson proclaimed the week of
11 September 15, 1968, as the First National Hispanic Heritage Week; and

12 **WHEREAS**, the founding of the United States is intertwined with the
13 historical settlement and development of the Southwest by descendants of Spanish
14 settlers and indigenous peoples; and

15 **WHEREAS**, the Latino population continues to contribute significantly to the
16 political, economic, and social development of the nation; and

17 **WHEREAS**, the Santa Ana Unified School District serves 50,455 Latino students
18 or approximately 96% of the student population within its K-12 educational system;
19 and

20 **WHEREAS**, the Santa Ana Unified School District recognizes the diversity
21 reflected within the city of Santa Ana, as well as its students and staff, and
22 respects the contributions, culture, and heritage of Latinos in the community;

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education recognizes
24 September 15 through October 15, 2015 as National Hispanic Heritage Month and
25 encourages teachers, other staff members, students, and the community to use this
26 opportunity to honor the contributions of our Latino population.

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

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AYES:

NOES:

ABSENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Valerie Amezcua, Clerk of the Board of Education of the Santa Ana Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly adopted by the said Board at a regular meeting thereof held on the _____ day of _____, 2015, and passed by a vote of _____ of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2015.

Valerie Amezcua
Clerk, Board of Education
Santa Ana Unified School District

AGENDA ITEM BACKUP SHEET
August 25, 2015

Board Meeting

TITLE: Board Policy (BP) 5116.2 – Student Selection by Lottery
Revised: First Reading

ITEM: Action

SUBMITTED BY: Doreen Lohnes, Assistant Superintendent

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

BACKGROUND INFORMATION:

The Administration is presenting to the Board of Education revisions to Board Policy (BP) 5116.2 – Student Selection by Lottery, for first reading.

The purpose of the revised policy is to align procedures for enrollment at impacted schools. An impacted school is one that has a higher number of enrollment applications than the school capacity. Aligning enrollment and waiting list procedures will ensure fair and streamlined practices at fundamental and non-fundamental schools with impacted enrollment.

RATIONALE:

As the District continues to promote choice options for families, staff anticipates that schools may draw a higher number of enrollment applications than there are slots for enrollment. California Education Code (35160.5 (b)) states that when a school's enrollment is impacted, the District must enter into a fair lottery process. To ensure uniform procedures for SAUSD students and their parents, there is a need to strengthen consistent enrollment practice among all schools to ensure equitable access. The changes suggested are:

- Unifying procedures for all SAUSD schools with impacted enrollment
- Eliminating irrelevant language relating to No Child Left Behind (NCLB) processes that are no longer applicable to SAUSD due to membership in California Office to Reform Education (CORE)
- Ensuring that enrollment processes are aligned to BP 5116.1(a), which prohibits enrollment preferences based on a student's academic or athletic performance unless criteria has been approved and is applied to all students equally

FUNDING:

Not Applicable

RECOMMENDATION:

Presented for First Reading.

Students

Student Enrollment for Impacted Schools Selection by Lottery

~~Student enrollment and waiting list priority for all impacted schools To promote equal opportunity for access to Governing Board approved schools of choice that do not have attendance boundaries student selection for openings shall be made through a random, unbiased process, i.e. reaffirming the District's policy that prohibits an evaluation of whether any student shall be enrolled based upon his/her academic or athletic performance. This process shall be a district lottery. An impacted school is one that has a higher number of enrollment applications than the school capacity.~~

~~Parents/Guardians shall enroll their students at all schools during the annual Open Enrollment period of January-February. Parents /Guardians shall enter their students student into the lottery, during the open enrollment period or on a waiting list, through completion of designated enrollment forms provided at each site and/or Pupil Support Services. a lottery registration form that will indicate the student's grade level and preferred option of school of choice. This procedure will also determine the student's placement on the impacted school's waiting list. District policy prohibits enrollment for any student based upon his/her academic or athletic performance. (Administrative Regulation 5116.2 contains information on wait list protocol) Parents Guardians shall be informed of the results of the lottery and may elect to have their student placed on a school wait list as openings occur. The wait list shall list students in order by year of participation in the lottery and their lottery number.~~

~~To assure that parents guardians are well informed about the educational programs at schools of choice each school shall conduct parent guardian information meetings at different intervals to provide all prospective parents guardians the opportunity to attend.~~

~~This student selection process shall be evaluated annually regarding equitable selection of students.~~

Legal Reference:

EDUCATION CODE:

- 35160 Authority of governing boards
- 35160.1 Board authority of school districts
- 15160.5 District policies rules and regulations
- 35291 Rules
- 35351 Assignment of students to particular schools

GOVERNMENT CODE:

- 53312.7 Establishment of community facilities districts, goals and policies

Adopted: 1- 05; 9-15
Santa Ana, CA